



MINERAL COUNCIL REGULAR MEETING AGENDA

August 10, 2026 at 6:30 PM

312 Mineral Avenue Mineral Virginia 23117

Phone: 540-894-5100 | townclerk@townofmineral.net

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE**
- D. ADOPTION OF AGENDA**
- E. PUBLIC COMMENT**
- F. APPROVAL OF MINUTES**
- G. ACCOUNTS PAID**
- H. REPORTS**
 - 1. TOWN MANAGER REPORT**
 - 2. DMV REPORT**
 - 3. TREASURER REPORT**
- I. COMMITTEE REPORTS**
 - 1. BEAUTIFICATION & LITTER (MICHELLE COVERT)**
 - 2. POLICE, LEGAL, FIRE & RESCUE (BECKY MCGEHEE & MICHELLE COVERT)**
 - 3. STREETS (BERNICE KUBE & BOB SPEDDEN)**
 - 4. PLANNING COMMISSION (COUNCIL LIAISON VACANT)**
 - 5. CEMETERY (BERNICE KUBE)**
 - 6. PERSONNEL (BERNICE KUBE, AFTON VON TYE & MICHELLE COVERT)**

7. **WATER & SEWER (AFTON VON TYE)**
8. **BUDGET & FINANCE (AFTON VON TYE)**
9. **PARKS (BERNICE KUBE & BOB SPEDDEN)**
10. **COMMUNICATIONS (BERNICE KUBE & MCHELLE COVERT)**
11. **ECONOMIC DEVELOPMENT (BERNICE KUBE)**

J. OLD BUSINESS

1. Budget
2. Engineer study update
3. Discuss quote for manhole upgrade
4. CUP application discussion

K. NEW BUSINESS

1. Discuss quotes for paving of roads at Spring Grove Memorial Park Cemetery
2. Town Charter Annulment
3. Town Treasurer Position

L. EXECUTIVE SESSION (AS NEEDED)

M. COUNCIL COMMENTS

N. ADJOURN

Mayor Pamela Harlowe - Vice Mayor Bernice Kube

Council Members: Michelle Covert, Bob Spedden, Rebecca McGehee, Afton Von Tye

Pamela Harlowe - Interim Town Manager/Clerk of Council, Teri Burns - Town Clerk,
Vacant - Town Treasurer, Vacant - Town Attorney

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.

DRAFT BUDGET FY27 - 5.2026 EOM

	FY 26 Budget	FY 26 Actual thru 5.31.26	FY 26 Projected Year End Total	FY 27 Recommended	FY27 COUNCIL RECOM	FY 27 Approved
100 General Fund						
100-011000-0004 NOTARY FEES	\$300.00	\$60.00	\$65.45	\$100.00	\$100.00	
100-011000-0005 FOIA REVENUE	\$500.00	\$25.00	\$27.27	\$500.00	\$500.00	
100-011010-2023 2023 & PRIOR YEARS REAL ESTATE TAXES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	
100-011010-2024 2024 REAL ESTATE TAXES	\$0.00	\$370.12	\$403.77	\$500.00	\$500.00	
100-011010-2025 2025 REAL ESTATE TAX REVENUE	\$125,000.00	\$121,059.84	\$125,000.00	\$3,000.00	\$3,000.00	
100-011010-2026 2026 REAL ESTATE TAX REVENUE	\$0.00	\$0.00	\$0.00	\$130,000.00	\$130,000.00	
100-011020-0001 CURRENT YEARS PUBLIC SERVICE	\$8,500.00	\$11,893.96	\$11,913.82	\$12,000.00	\$12,000.00	
100-011030-2023 2023 & PRIOR YEARS PERSONAL PROPERTY TAXES	\$500.00	\$261.87	\$285.68	\$500.00	\$500.00	
100-011030-2024 2024 PERSONAL PROPERTY TAXES	\$0.00	\$606.31	\$661.43	\$500.00	\$500.00	
100-011030-2025 2025 PERSONAL PROPERTY TAX REVENUE	\$25,000.00	\$18,330.12	\$19,996.49	\$3,000.00	\$3,000.00	
100-011030-2026 2026 PERSONAL PROPERTY TAX REVENUE	\$0.00	\$0.00	\$0.00	\$30,000.00	\$30,000.00	
100-011060-0001 TAX PENALTY - REAL ESTATE	\$1,000.00	\$1,376.90	\$1,502.07	\$1,500.00	\$1,500.00	
100-011060-0002 TAX INTEREST - REAL ESTATE	\$1,000.00	\$47.76	\$52.10	\$1,000.00	\$1,000.00	
100-011060-0003 TAX PENALTY - PERSONAL PROPERTY	\$500.00	\$687.97	\$750.51	\$500.00	\$500.00	
100-011060-0004 TAX INTEREST - PERSONAL PROPERTY	\$100.00	\$330.18	\$360.20	\$500.00	\$500.00	
100-015100-0001 INTEREST EARNED-LGIP	\$20,000.00	\$15,101.02	\$16,473.84	\$17,000.00	\$17,000.00	
100-016099-0003 TRASH REVENUE	\$1,100.00	\$2,047.52	\$2,233.66	\$2,200.00	\$2,200.00	
100-019000-0001 RETURN CHECK FEE	\$100.00	\$25.00	\$27.27	\$100.00	\$100.00	
100-120101-0001 LOCAL SALES TAX REVENUE	\$40,000.00	\$48,894.36	\$53,339.30	\$55,000.00	\$55,000.00	
100-120201-0001 CONSUMER UTILITY TAX REVENUE	\$1,100.00	\$651.54	\$710.77	\$1,000.00	\$1,000.00	
100-120301-0001 BUSINESS LICENSE REVENUE	\$30,000.00	\$33,159.77	\$32,600.00	\$32,000.00	\$32,000.00	
100-120501-0001 VEHICLE LICENSE FEES	\$7,000.00	\$6,947.46	\$7,579.05	\$9,000.00	\$9,000.00	
100-120601-0001 BANK STOCK TAX REVENUE	\$50,000.00	\$56,641.00	\$80,660.00	\$80,000.00	\$80,000.00	
100-120701-0001 ROLLING STOCK TAX	\$1,200.00	\$0.00	\$1,200.00	\$1,200.00	\$1,200.00	
100-121001-0001 TRANSIENT OCCUPANCY TAX REVENUE	\$2,000.00	\$936.68	\$1,021.83	\$2,000.00	\$2,000.00	
100-121101-0001 MEAL TAX REVENUE	\$90,000.00	\$94,635.36	\$103,238.57	\$100,000.00	\$100,000.00	
100-130306-0001 ZONING PERMITS/FEE	\$1,500.00	\$1,950.00	\$2,127.27	\$2,000.00	\$2,000.00	
100-150361-0001 DMV SELECT REVENUE	\$500,000.00	\$331,752.96	\$361,912.32	\$350,000.00	\$350,000.00	
100-189000-0900 MISCELLANEOUS REVENUE	\$1,000.00	\$29,159.46	\$29,159.46	\$1,000.00	\$1,000.00	
100-189000-0910 RENTAL REVENUE	\$1,300.00	\$1,210.00	\$1,320.00	\$1,500.00	\$1,500.00	
100-220110-0001 PPTR REIMBURSEMENT	\$0.00	\$4,415.72	\$4,415.72	\$6,000.00	\$6,000.00	

	FY 26 Budget	FY 26 Actual thru 5.31.26	FY 26 Projected Year End Total	FY 27 Recommended	FY27 COUNCIL RECOM	FY 27 Approved
100-220111-0001 COMMUNICATION TAX REVENUE	\$1,200.00	\$1,039.75	\$1,134.27	\$1,200.00	\$1,200.00	
100-220112-0001 CAR RENTAL DISTRIBUTION REVENUE	\$6,000.00	\$7,110.68	\$7,757.11	\$8,000.00	\$8,000.00	
100-240407-0001 LITTER GRANT	\$2,000.00	\$1,658.56	\$1,658.56	\$2,000.00	\$2,000.00	
100-240412-0001 VIRGINIA FIRE PROGRAM REVENUE	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
REAPPROPRIATION OF FY26 FUNDS	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00	
Revenues - General Fund	\$933,900.00	\$807,386.87	\$884,587.81	\$880,800.00	\$880,800.00	
Expenses - General Fund						
012110- Council/Town Manager's Expenses						
100-012110-1101 WAGES AND SALARIES	\$95,000.00	\$66,464.54	\$66,464.54	\$90,000.00	\$60,000.00	
100-012110-2100 FICA	\$7,668.00	\$4,991.06	\$4,991.06	\$6,885.00	\$4,590.00	
100-012110-2210 VRS	\$1,663.00	\$0.00	\$0.00	\$0.00	\$0.00	
100-012110-2220 401K EMPLOYER MATCH	\$0.00	\$660.81	\$660.81	\$900.00	\$600.00	
100-012110-2230 457 EMPLOYER MATCH	\$0.00	\$1,652.14	\$1,652.14	\$2,250.00	\$1,500.00	
100-012110-2300 HEALTH PLAN	\$13,510.00	\$6,598.12	\$6,598.12	\$16,890.00	\$16,890.00	
100-012110-2400 GROUP LIFE	\$1,300.00	\$738.94	\$738.94	\$800.00	\$800.00	
100-012110-2500 DISABILITY INSURANCE	\$808.00	\$463.46	\$463.46	\$500.00	\$500.00	
100-012110-3120 PROFESSIONAL SERVICES (ATTORNEY)	\$40,000.00	\$15,159.00	\$16,537.09	\$100,000.00	\$50,000.00	
100-012110-3160 COUNCIL COMPENSATION	\$7,200.00	\$7,200.00	\$7,854.55	\$8,400.00	\$8,400.00	
100-012110-3500 COPIER EXPENSE	\$0.00	\$297.98	\$325.07	\$1,000.00	\$0.00	
100-012110-3600 ADVERTISING/NOTICES	\$3,500.00	\$3,298.07	\$3,597.89	\$3,500.00	\$4,000.00	
100-012110-5300 TOWN INSURANCE (GF)	\$15,000.00	\$11,108.00	\$11,108.00	\$12,000.00	\$12,000.00	
100-012110-5545 CONFERENCE EXPENSES/TRAINING	\$4,000.00	\$1,722.88	\$1,879.51	\$1,000.00	\$1,000.00	
100-012110-5810 MEMBERSHIP DUES	\$2,500.00	\$1,875.00	\$2,045.45	\$2,000.00	\$2,000.00	
100-012110-5840 MISCELLANEOUS EXPENSE	\$250.00	\$1,318.09	\$1,437.92	\$250.00	\$250.00	
100-012110-6001 COUNCIL & PC PRINTING & SUPPLIES	\$1,500.00	\$672.33	\$733.45	\$0.00	\$1,000.00	
012110 - Council/Town Manager's Expenses	\$193,899.00	\$124,220.42	\$127,088.00	\$246,375.00	\$163,530.00	
012410 Clerk/Treasurer Expenses						
100-012410-1101 WAGES AND SALARIES	\$113,946.00	\$88,262.00	\$96,285.82	\$112,200.00	\$109,876.00	
100-012410-1200 WAGES AND SALARIES PT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
100-012410-2100 FICA	\$8,717.00	\$6,433.27	\$7,018.11	\$8,500.00	\$8,406.00	
100-012410-2210 VRS	\$1,915.00	\$0.00	\$0.00	\$0.00	\$0.00	
100-012410-2220 401K EMPLOYER MATCH	\$0.00	\$685.55	\$747.87	\$1,122.00	\$1,099.00	

	FY 26 Budget	FY 26 Actual thru 5.31.26	FY 26 Projected Year End Total	FY 27 Recommended	FY27 COUNCIL RECOM	FY 27 Approved
100-012410-2230 457 EMPLOYER MATCH	\$0.00	\$974.05	\$1,062.60	\$1,750.00	\$1,967.00	
100-012410-2300 HEALTH PLAN	\$21,620.00	\$6,566.35	\$7,163.29	\$16,890.00	\$16,890.00	
100-012410-2400 GROUP LIFE	\$1,527.00	\$1,036.95	\$1,131.22	\$1,000.00	\$1,200.00	
100-012410-2500 DISABILITY INSURANCE	\$969.00	\$650.30	\$709.42	\$600.00	\$700.00	
100-012410-3120 PROFESSIONAL SERVICES - AUDIT	\$15,000.00	\$0.00	\$0.00	\$39,000.00	\$39,000.00	
100-012410-3121 PROFESSIONAL SERVICES - CPA	\$8,000.00	\$0.00	\$0.00	\$16,000.00	\$15,205.00	
100-012410-3122 POLICE AND LEGAL MATTERS	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	
100-012410-3152 WEB BASED SERVICES AND SOFTWARE	\$35,000.00	\$35,750.05	\$39,000.05	\$35,000.00	\$35,000.00	
100-012410-3310 OFFICE EQUIPMENT & COMPUTER HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
100-012410-3500 COPIER EXPENSE & LEASE	\$5,000.00	\$7,707.56	\$8,408.25	\$7,000.00	\$8,000.00	
100-012410-3600 LATE FEES/PENALTIES	\$100.00	\$0.53	\$0.58	\$25.00	\$25.00	
100-012410-3601 BANK FEES	\$400.00	\$1,556.03	\$1,697.49	\$1,300.00	\$1,500.00	
100-012410-5210 POSTAGE	\$1,000.00	\$944.45	\$1,030.31	\$1,000.00	\$1,200.00	
100-012410-5230 TELECOMMUNICATIONS	\$7,000.00	\$9,537.64	\$10,404.70	\$9,000.00	\$10,000.00	
100-012410-5240 INTERNET EXPENSE	\$24,000.00	\$31,397.25	\$34,251.55	\$33,000.00	\$33,000.00	
100-012410-5540 EDUCATION/TRAINING	\$1,000.00	\$56.45	\$61.58	\$100.00	\$100.00	
100-012410-5810 MEMBERSHIP DUES	\$200.00	\$25.00	\$27.27	\$100.00	\$100.00	
100-012410-5841 SPECIAL EVENTS	\$12,000.00	\$3,294.08	\$3,593.54	\$1,000.00	\$0.00	
100-012410-6001 OFFICE SUPPLIES	\$10,000.00	\$5,745.11	\$6,267.39	\$7,000.00	\$7,000.00	
100-012410-6002 OUTSIDE PRINTING - TAX BILLS	\$2,000.00	\$2,274.91	\$2,274.91	\$2,500.00	\$2,500.00	
100-012410-9003 UNIFORMS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
012410 Clerk/Treasurer Expenses	\$271,394.00	\$202,897.53	\$221,135.95	\$295,087.00	\$293,768.00	
031100 DMV Expenses						
100-031100-1101 WAGES AND SALARIES	\$147,414.00	\$133,811.86	\$145,976.57	\$143,000.00	\$143,000.00	
100-031100-1200 WAGES AND SALARIES PT	\$30,529.00	\$28,669.53	\$31,275.85	\$32,000.00	\$30,529.00	
100-031100-2100 FICA EXPENSE	\$13,613.00	\$12,429.83	\$13,559.81	\$13,400.00	\$13,275.00	
100-031100-2210 VRS EXPENSE	\$3,324.00	\$0.00	\$0.00	\$0.00	\$0.00	
100-031100-2220 401K EMPLOYER MATCH	\$0.00	\$850.26	\$927.56	\$1,000.00	\$1,735.00	
100-031100-2230 457 EMPLOYER MATCH	\$0.00	\$443.53	\$483.85	\$500.00	\$1,735.00	
100-031100-2300 HEALTH PLAN	\$48,993.00	\$0.00	\$0.00	\$16,890.00	\$28,150.00	
100-031100-2400 GROUP LIFE	\$2,731.00	\$1,831.04	\$1,997.50	\$2,000.00	\$2,000.00	
100-031100-2500 DISABILITY INSURANCE	\$1,732.00	\$843.54	\$920.23	\$1,000.00	\$1,000.00	
100-031100-3500 COPIER EXPENSE	\$2,500.00	\$2,539.77	\$2,770.66	\$2,500.00	\$2,500.00	

	FY 26 Budget	FY 26 Actual thru 5.31.26	FY 26 Projected Year End Total	FY 27 Recommended	FY27 COUNCIL RECOM	FY 27 Approved
100-031100-5540 EDUCATION/TRAINING	\$0.00	\$130.00	\$130.00	\$100.00	\$100.00	
100-031100-6001 OFFICE SUPPLIES	\$300.00	\$644.48	\$703.07	\$500.00	\$500.00	
100-031100-6009 EQUIPMENT/SUPPLIES	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	
031100 DMV Expenses	\$251,236.00	\$182,193.84	\$198,745.10	\$212,890.00	\$224,524.00	
032100 PASS THRU - STATE FUNDS						
100-032100-5641 FIRE PROGRAM FUNDS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
032100 PASS THRU - STATE FUNDS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
043100 Public Works/Town Garage Expenses						
100-043100-1102 CONTRACTED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
100-043100-1200 WAGES AND SALARIES PT	\$53,014.00	\$49,708.07	\$54,226.99	\$54,075.00	\$50,000.00	
100-043100-2100 FICA	\$4,056.00	\$3,803.09	\$4,148.83	\$4,137.00	\$4,056.00	
100-043100-2210 VRS	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	
100-043100-2220 401K EMPLOYER MATCH	\$0.00	\$316.05	\$344.78	\$400.00	\$465.00	
100-043100-2230 457 EMPLOYER MATCH	\$0.00	\$94.71	\$103.32	\$100.00	\$465.00	
100-043100-2300 HEALTH PLAN	\$13,510.00	\$0.00	\$0.00	\$0.00	\$0.00	
100-043100-2400 GROUP PLAN	\$600.00	\$505.44	\$551.39	\$550.00	\$550.00	
100-043100-2500 DISABILITY INSURANCE	\$300.00	\$316.96	\$345.77	\$350.00	\$350.00	
100-043100-3311 VEHICLE MAINTENANCE	\$1,000.00	\$1,845.32	\$2,013.08	\$2,000.00	\$2,000.00	
100-043100-5110 ELECTRICITY	\$15,000.00	\$10,614.54	\$11,579.50	\$11,000.00	\$14,000.00	
100-043100-6007 REPAIRS/MAINTENANCE	\$5,000.00	\$2,912.82	\$3,177.62	\$3,000.00	\$3,000.00	
100-043100-6009 EQUIPMENT/SUPPLIES	\$2,000.00	\$248.19	\$270.75	\$500.00	\$500.00	
100-043100-6011 SAFETY EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	
100-043100-7110 PARKING LOT/STREET/SIDEWALK MAINTENANCE	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	
100-043100-7130 REFUSE COLLECTION/LANDFILL	\$10,500.00	\$10,569.50	\$11,530.36	\$11,000.00	\$11,000.00	
043100 Public Works/Town Garage Expenses	\$106,380.00	\$80,934.69	\$88,292.39	\$87,112.00	\$86,386.00	
045100 Town Hall Expenses						
100-045100-0002 DEBT SERVICE - USDA BUILDING LOAN	\$15,891.00	\$16,126.00	\$17,592.00	\$17,592.00	\$17,592.00	
100-045100-1102 CONTRACTED SERVICES (CLEANING)	\$3,600.00	\$2,400.00	\$2,618.18	\$3,000.00	\$3,000.00	
100-045100-5110 ELECTRICITY	\$8,000.00	\$6,307.37	\$6,880.77	\$7,500.00	\$8,500.00	
100-045100-5120 UTILITIES - HEAT	\$4,000.00	\$5,891.19	\$6,426.75	\$7,000.00	\$8,000.00	
100-045100-6005 JANITORIAL SUPPLIES	\$3,000.00	\$699.97	\$763.60	\$1,000.00	\$1,000.00	
100-045100-6007 REPAIR/MAINTENANCE	\$1,000.00	\$3,471.71	\$3,787.32	\$1,500.00	\$3,000.00	

	FY 26 Budget	FY 26 Actual thru 5.31.26	FY 26 Projected Year End Total	FY 27 Recommended	FY27 COUNCIL RECOM	FY 27 Approved
100-045100-9001 ASSET MANAGEMENT	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
045100 Town Hall Expenses	\$45,491.00	\$34,896.24	\$38,068.63	\$37,592.00	\$41,092.00	
047100 Refuse Collection Expenses						
100-047100-3310 STREET SWEEPING	\$1,000.00	\$589.00	\$642.55	\$1,000.00	\$1,000.00	
100-047100-3322 DUMPSTER (COMMERCIAL)/TRASH PICKUP	\$40,000.00	\$40,788.65	\$44,496.71	\$45,000.00	\$50,000.00	
100-047100-5714 VA LITTER CONTROL GRANT	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	
047100 Refuse Collection Expenses	\$43,000.00	\$41,377.65	\$45,139.25	\$48,000.00	\$53,000.00	
050100 Town Parks & Fields Expenses						
100-050100-1102 CONTRACTED SERVICES	\$1,000.00	\$0.00	\$0.00	\$500.00	\$500.00	
100-050100-3310 MAINTENANCE - LANDSCAPE	\$2,500.00	\$148.20	\$161.67	\$500.00	\$1,500.00	
100-050100-8102 FURNITURE/EQUIPMENT/SIGNS	\$1,000.00	\$26.50	\$28.91	\$500.00	\$500.00	
050100 Town Parks & Fields Expenses	\$4,500.00	\$174.70	\$190.58	\$1,500.00	\$2,500.00	
051100 Beautification Expenses						
100-051100-5110 ELECTRICITY - STREET LIGHTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
100-051100-5840 MISCELLANEOUS EXPENSE	\$3,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	
051100 Beautification Expenses	\$3,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	
Total Expense - General Fund	\$933,900.00	\$681,695.07	\$733,659.90	\$944,556.00	\$880,800.00	
TOTAL REVENUE - GENERAL FUND	\$933,900.00	\$807,386.87	\$884,587.81	\$880,800.00	\$880,800.00	
TOTAL EXPENSE - GENERAL FUND	\$933,900.00	\$681,695.07	\$733,659.90	\$944,556.00	\$880,800.00	
200 Cemetery Fund						
Revenues - Cemetery						
200-020000-0001 CEMETERY PLOT REVENUE	\$20,000.00	\$19,520.00	\$21,294.55	\$20,000.00	\$20,000.00	
200-020000-0002 HEADSTONE MARKING REVENUE	\$2,000.00	\$1,400.00	\$1,527.27	\$2,000.00	\$2,000.00	
200-020000-0003 SITE MARKING REVENUE	\$2,000.00	\$1,910.00	\$2,083.64	\$2,000.00	\$2,000.00	
COLUMBARIUM NICHE PLAQUE REVENUE	\$0.00	\$734.21	\$734.21	\$1,000.00	\$1,000.00	
200-020000-0004 CEMETERY INTEREST REVENUE-LGIP OPERATING	\$9,000.00	\$8,423.12	\$9,188.86	\$9,000.00	\$9,000.00	
200-020000-0005 CEMETERY INTEREST REVENUE-LGIP PERPETUAL	\$9,700.00	\$9,138.74	\$9,969.53	\$10,000.00	\$10,000.00	

	FY 26 Budget	FY 26 Actual thru 5.31.26	FY 26 Projected Year End Total	FY 27 Recommended	FY27 COUNCIL RECOM	FY 27 Approved
Total Revenues - Cemetery Fund	\$42,700.00	\$41,126.07	\$44,798.06	\$44,000.00	\$44,000.00	
Expenses Cemetery Fund						
200-021000-1200 WAGES AND SALARIES PT	\$15,000.00	\$6,104.64	\$6,659.61	\$15,000.00	\$8,000.00	
200-021000-2100 FICA	\$1,148.00	\$467.03	\$509.49	\$4,000.00	\$612.00	
200-021000-3311 VEHICLE MAINTENANCE/GAS	\$1,000.00	\$659.59	\$719.55	\$1,000.00	\$2,000.00	
200-021000-3312 EQUIPMENT REPAIR	\$5,000.00	\$549.55	\$599.51	\$5,000.00	\$5,000.00	
200-021000-5840 MISCELLANEOUS EXPENSE	\$6,000.00	\$5,952.03	\$6,493.12	\$11,000.00	\$20,388.00	
200-021000-6009 EQUIPMENT/SUPPLIES	\$11,552.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00	
200-021000-6385 PLOT REPURCHASE	\$3,000.00	\$1,800.00	\$1,963.64	\$2,000.00	\$2,000.00	
02100 Total Cemetery Fund Expenses	\$42,700.00	\$15,532.84	\$16,944.92	\$44,000.00	\$44,000.00	
TOTAL REVENUE - CEMETERY FUND	\$42,700.00	\$41,126.07	\$44,798.06	\$44,000.00	\$44,000.00	
TOTAL EXPENSE - CEMETERY FUND	\$42,700.00	\$15,532.84	\$16,944.92	\$44,000.00	\$44,000.00	
Water and Sewer Fund						
Revenues - Water & Sewer						
500-016099-0002 SEWER REVENUE	\$110,000.00	\$139,724.36	\$152,426.57	\$150,000.00	\$150,000.00	
500-016099-0003 WATER REVENUE	\$240,000.00	\$230,099.39	\$251,017.52	\$250,000.00	\$250,000.00	
500-016099-0004 PROCESSING FEE	\$1,400.00	\$2,250.00	\$2,454.55	\$2,000.00	\$2,000.00	
500-016099-0005 WATER RECONNECT FEE	\$200.00	\$350.00	\$381.82	\$200.00	\$200.00	
500-016099-0006 CONNECTION FEE - WATER	\$30,000.00	\$47,460.00	\$51,774.55	\$35,000.00	\$35,000.00	
500-016099-0007 CONNECTION FEE - SEWER	\$48,750.00	\$85,760.00	\$93,556.36	\$70,000.00	\$70,000.00	
500-016099-0010 PENALTY FEE W/S	\$2,000.00	\$4,956.50	\$5,407.09	\$5,000.00	\$5,000.00	
500-016099-0012 WATER AND SEWER DEPOSITS	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Revenues - Water & Sewer Fund	\$435,350.00	\$510,600.25	\$557,018.45	\$512,200.00	\$512,200.00	

	FY 26 Budget	FY 26 Actual thru 5.31.26	FY 26 Projected Year End Total	FY 27 Recommended	FY27 COUNCIL RECOM	FY 27 Approved
Expenses - Water & Sewer						
500-500100-0002 DEBT SEVICE - USDA WATER LOAN	\$54,108.00	\$49,599.00	\$54,108.00	\$54,108.00	\$54,108.00	
500-500100-1102 CONTRACTED SERVICES	\$90,000.00	\$105,729.12	\$115,340.86	\$127,692.00	\$128,641.00	
500-500100-1200 WAGES AND SALARIES PT	\$12,698.00	\$12,543.62	\$13,683.95	\$14,000.00	\$13,796.00	
500-500100-2100 FICA	\$971.00	\$959.53	\$1,046.76	\$1,000.00	\$1,055.00	
500-500100-2920 DEPOSIT REFUNDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
500-500100-2921 WATER AND SEWER DEPOSIT REFUNDS	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
500-500100-3140 ENGINEERING/PROFESSIONAL SERVICES	\$30,000.00	\$0.00	\$0.00	\$15,000.00	\$10,000.00	
500-500100-3500 PRINTING COSTS	\$0.00	\$764.08	\$833.54	\$600.00	\$600.00	
500-500100-5110 ELECTRICITY	\$5,000.00	\$8,209.10	\$8,955.38	\$7,500.00	\$8,800.00	
500-500100-5210 MAILING COSTS	\$2,000.00	\$2,073.81	\$2,262.34	\$2,500.00	\$2,500.00	
500-500100-5540 EDUCATION/TRAINING/LICENSES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
500-500100-5810 FEES AND DUES - LCWA CONNECTION FEES	\$12,600.00	\$1,483.00	\$1,617.82	\$10,000.00	\$10,000.00	
500-500100-5899 MISS UTILITY COSTS	\$300.00	\$439.18	\$479.11	\$300.00	\$500.00	
500-500100-6007 REPAIRS/MAINTENANCE	\$1,000.00	\$2,257.54	\$2,462.77	\$3,000.00	\$3,000.00	
500-500100-6009 EQUIPMENT/SUPPLIES	\$4,000.00	\$6,498.64	\$7,089.43	\$5,000.00	\$7,800.00	
500-500100-6022 WATER TESTING	\$6,000.00	\$3,022.67	\$3,297.46	\$4,000.00	\$4,000.00	
500-500100-6023 COUNTY WASTEWATER TREATMENT	\$110,000.00	\$118,188.94	\$128,933.39	\$125,000.00	\$125,000.00	
500-500100-6024 COUNTY WATER PURCHASED	\$97,173.00	\$138,771.26	\$151,386.83	\$140,000.00	\$140,000.00	
500-500100-6030 PLANT LAB SUPPLIES/CHEMICALS	\$1,000.00	\$299.71	\$326.96	\$500.00	\$400.00	
500-500100-6050 METER PURCHASES	\$4,500.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	
Total Expenses - Water & Sewer	\$435,350.00	\$450,839.20	\$491,824.58	\$512,200.00	\$512,200.00	
TOTAL REVENUE - WATER & SEWER FUND	\$435,350.00	\$510,600.25	\$557,018.45	\$512,200.00	\$512,200.00	
TOTAL EXPENSE - WATER & SEWER FUND	\$435,350.00	\$450,839.20	\$491,824.58	\$512,200.00	\$512,200.00	

	FY 26 Budget	FY 26 Actual thru 5.31.26	FY 26 Projected Year End Total	FY 27 Recommended	FY27 COUNCIL RECOM	FY 27 Approved
600 Capital Improvement (CIP) Fund						
Revenues - CIP						
600-015000-0010 USDA GRANTS	\$45,000.00	\$38,079.49	\$38,079.49	\$0.00	\$45,000.00	
600-015000-0020 CIP WATER FUND	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
REAPPROPRIATION OF FY26 BUDGET FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	\$80,000.00	
Revenues - CIP	\$70,000.00	\$38,079.49	\$38,079.49	\$0.00	\$125,000.00	
Expenses - CIP						
600-410501-0100 TRANSFER TO/FROM GENERAL FUND FROM CIP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
600-600100-8100 EMERGENCY W/S REPAIRS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
600-600100-8600 GENERAL EXPENSES - WATER	\$25,000.00	\$9,691.53	\$9,691.53	\$0.00	\$0.00	
600-600100-8650 VDH DRINKING WATER	\$45,000.00	\$58,679.63	\$58,679.63	\$0.00	\$0.00	
NEW WELL	\$0.00	\$0.00	\$0.00	\$125,000.00	\$125,000.00	
Total Expenses - CIP	\$70,000.00	\$68,371.16	\$68,371.16	\$125,000.00	\$125,000.00	
TOTAL REVENUE - CIP FUND	\$70,000.00	\$38,079.49	\$38,079.49	\$0.00	\$125,000.00	
TOTAL EXPENSE - CIP FUND	\$70,000.00	\$68,371.16	\$68,371.16	\$125,000.00	\$125,000.00	
GRAND TOTAL BUDGET REVENUES	\$1,481,950.00	\$1,397,192.68	\$1,524,483.81	\$1,437,000.00	\$1,562,000.00	
GRAND TOTAL BUDGET EXPENSES	\$1,481,950.00	\$1,216,438.27	\$1,310,800.55	\$1,625,756.00	\$1,562,000.00	



To:	Town Of Mineral VA	Contact:	Dave Hempstead
Address:	312 Mineral Avenue Mineral, VA 23117 USA	Phone:	(540) 894-5100
		Email:	dempstead03@gmail.com
Project Name:	VA - Mineral - Town Of Mineral Manhole Rehabilitation Project	Bid Number:	2628877
Project Location:	Town Of Mineral, Mineral, VA	Bid Date:	7/29/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	EACH	\$3,400.00	\$3,400.00
2	Cementitious Liner	55.00	VF	\$630.00	\$34,650.00
3	Bench	3.00	EACH	\$580.00	\$1,740.00
4	Hydrophilic Polyurethane Grout Tubes	25.00	EACH	\$135.00	\$3,375.00

Total Bid Price: **\$43,165.00**

Notes:

- The quantities in this proposal are estimated, because manholes were not found. Quantities for Billing will be determined in the field.
- Owner must perform any clearing and help locate the manholes, and provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's, building roads, stone, matting, etc prior to our crew mobilizing.
- No bypassing included in this proposal.
- Proposal includes standard signs and cones. Any additional maintenance of traffic (MOT) needed will be provided by Others.
- Owner will provide a portable hydrant meter and access to onsite water for our use free of charge.
- Owner will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- Water used to clean pipe segment or box culvert to be decanted in the pipe segment/MH.
- Mechanical Cleaning / Tuberculation removal not included in bid proposal.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- Standard wages are included. Therefore, Prevailing wages / Union Wage Rates / Apprenticeships are not included in this bid proposal. Client / GC must notify Vortex if the project is Certified payroll prior to contract execution or additional fees may apply.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Vortex reserves the right to add a Fuel Surcharge based on current CPI fuel increase percentage from proposal date, if required.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.
- Any delays besides weather that is outside of our control will be billed at a standby rate of \$550/ hour for the Manhole Rehabilitation Crew.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

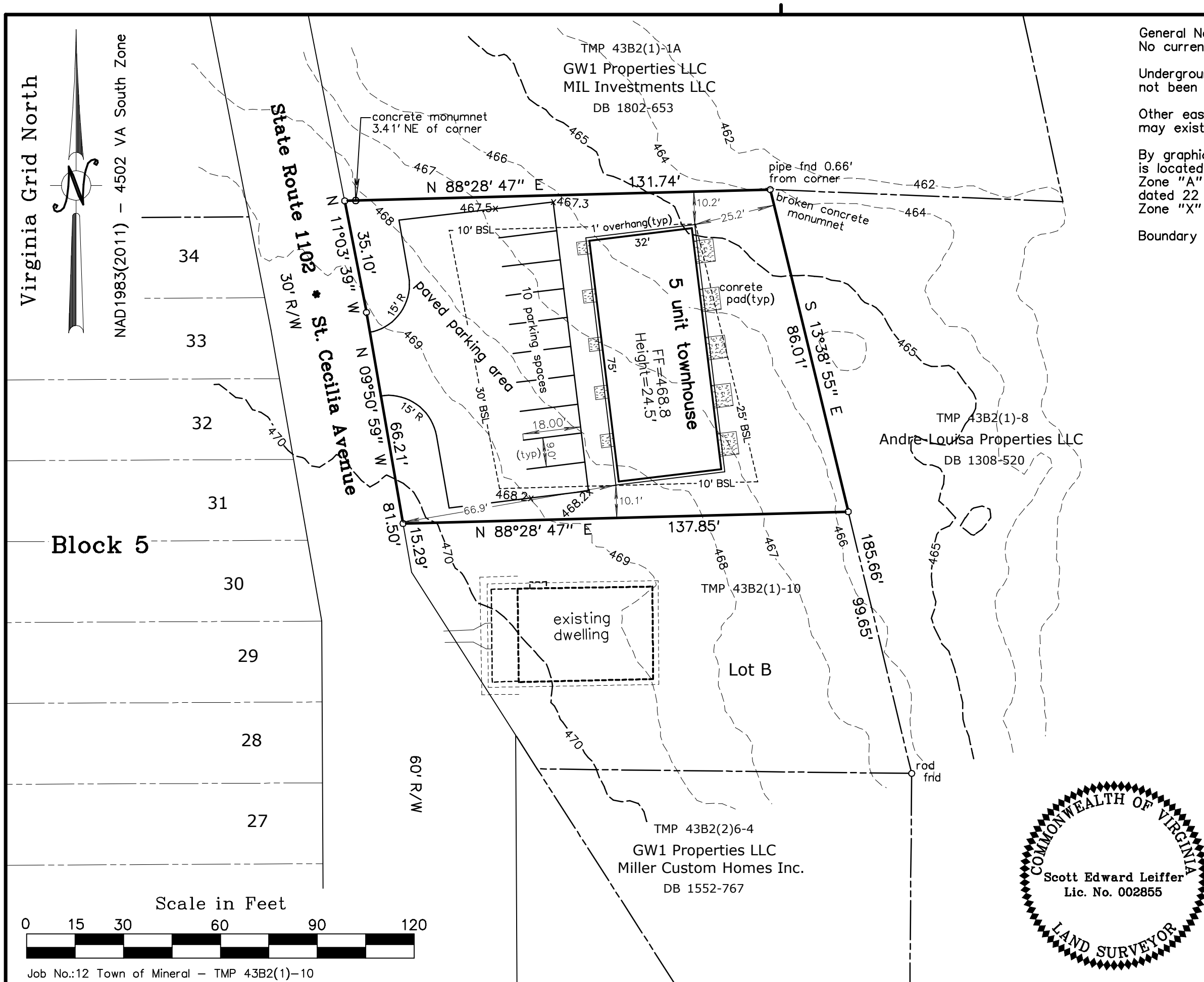
CONFIRMED:

Vortex Services, LLC

Authorized Signature: _____

Estimator: Craig Welsh

(757) 615-7547 cwelsh@vortexcompanies.com







Town of Mineral · P.O. Box 316 · 312 Mineral Ave · Mineral,
Virginia 23117
(540) 894-5100 · www.townofmineral.com · mineral@louisa.net

APPLICATION FOR CONDITIONAL USE PERMIT

DATE JUNE 18, 2026

PROPERTY OWNER Grose Real Estate Investments LLC

PHYSICAL ADDRESS BETWEEN 56 & 80 ST. CECILIA AVE
OF PROPERTY

OWNER MAILING ADDRESS
Mineral VA 23117

OWNER PHONE NO. _____

PROPERTY DESCRIPTION TMP 43B2(1)-10A
13472 SQ FT LOT

REASON FOR REQUEST
WE ARE REQUESTING TO BUILD 5 SINGLE
FAMILY TOWNHOMES.

OWNER SIGNATURE Zachary Gane

ATTACH ADDITIONAL INFORMATION IF NEEDED. APPLICATION SHOULD BE
ACCOMPANIED BY DRAWINGS GIVING MEASUREMENTS AND OTHER PERTINENT
INFORMATION TO ALLOW FULL CONSIDERATION OF THE REQUESTED VARIANCE OR
APPEAL.

DECISION _____

ZONING ADMINISTRATOR SIGNATURE: _____

Please remit \$200.00 fee with the application



Town of Mineral

P.O. Box 316
312 Mineral Avenue
Mineral, Virginia 23117
Phone 540-894-5100

APPLICATION FOR ZONING PERMIT

DATE: JUNE 18, 2026

APPLICANT:

GROSE REAL ESTATE INVESTMENTS, LLC

CONTACT PERSON: ZACHARY (ROO) GROSE
PHONE: _____

ADDRESS:

LOCATED BETWEEN #56 & #80 ST. CECILIA AVE.
TWP 43BZ(1)-10A

PROPOSED USE:

5 SINGLE FAMILY TOWNHOMES

BLOCK: 6

LOTS: 10A

OWNER:

GROSE REAL ESTATE INVESTMENTS, LLC

ADDRESS:

MINERAL, VA 23117

ZONING:

RESIDENTIAL GENERAL

ACTUAL SET BACKS: FRONT: 66.9' SIDE: R-10'1"
L-10'2" REAR: 25'2"

AREA OF PARCEL:

13472 SQUARE FEET

TOWN WATER: (YES/NO)

(TOWN SEWER) OR INDIVIDUAL SEPTIC

Section L, Item 4.

COMMENTS:

WE ARE REQUESTING A CONDITIONAL USE PERMIT
TO BUILD 5 SINGLE FAMILY
TOWNHOUSES. THIS PROPERTY IS ACROSS THE STREET
FROM THE TOWN BASEBALL FIELD
AND THE ADJACENT PLAYGROUND. THE ADJOINING LOT
IS CURRENTLY BEING DEVELOPED IN
THE SAME WAY. WE HAVE ATTEMPTED TO DESIGN OUR
PROJECT TO LOOK SIMILAR TO THOSE
BUILDINGS.

SIGNATURE OF APPLICANT:

Zachary Gme

REVIEWED BY:

\$150.00 for new construction
\$100.00 for existing structure

License # 2705 128824
Classifications H/H, LSC, PAV, CEM, RBC

Roc Construction LLC

Asphalt Paving Concrete Construction Demolition Hauling Sitework

P.O. Box 1401
Glen Allen Va. 23060
P- 804-615-3699
F- 804-723-5404

INVOICE

Date: 7-10-26

Contract Description: Asphalt Paving

Location: 2779 Pendleton Rd Mineral Va 23117

Customer: Spring Grove Memorial Park

Contract scope of work:

1. **Prep paved roads for asphalt. Approximately 44,000 square feet.**
2. **Overlay paved roads with 2 inches of SM 9.5A asphalt.**

Notes: net 15 days on completion. Job will take approximately 3 days to complete.

Total Price: \$116,950.00

Customer Signature

Roc Construction LLC

PROPOSAL

BARTON & BOYD, INC.
P.O. BOX 294, 4168 Davis Highway
LOUISA, VA 23093

Section E, Item 1.

OFFICE# (540) 967-0408

bartonboyd@yahoo.com

FAX# (540) 967-1596

Submitted to Town of Mineral c/o Pam Harlowe	Phone 540-894-6508	Date 06/17/2026
Street PO Box 316	Job Name: Spring Grove Cemetary	
City, State and Zip Code Mineral, VA 23117	Job Location	
Email: pharlowe@townonmineral.net	Job Phone	

WE HEREBY SUBMIT THE FOLLOWING SPECIFICATIONS AND ESTIMATES:

Pricing Based On Material And Haul Rate As Of 06/17/26.

Due To The Fluctuating Cost Of Fuel And Materials, Prices May Be Adjusted Accordingly At The Time The Work Is Performed.

*GUESSTIMATE FOR BUDGET PURPOSES ONLY
 AREA & SPECIFICATIONS TO BE VERIFIED*

ASPHALT OPTION

Approximately 5247 Square Feet

Clean	5500.00
Patch With Asphalt – Approx. 32 Tons @ \$150.00 Per Ton*	4800.00
Apply 2" Asphalt Overlay	82200.00
2 Days Traffic Control	6000.00
Total	\$ 98500.00

**Asphalt For Patching Will Be Billed By The Actual Tons Used.*

Exclusions: Grading; Base Stone And/Or Base Stone Installation; Material Testing; Density Testing; Compaction Testing; Obtaining Grade Profiles; Permits; Vegetation Removal; Pavement Markings; Locating, Marking, Moving And/Or Damage To Utilities; Backfilling Edges; Shoulder Work; Ditch Work; Pipe Work; Etc.

We Propose Hereby To Furnish Material And Labor - Complete In Accordance With Above Specifications, For The Sum Of: Dollars (\$) _____

PAYMENT TO BE MADE AS FOLLOWS: UPON COMPLETION

Any Balance Not Paid Within 30 Days Shall Bear Interest At 2% Per Month. In The Event Any Obligation Of Customer Hereunder Is Breached, Any And All Attorney And/Or Legal Fees Will Be Payable By Customer.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized

Signature Michael Pleasants/dcs

Note: This Proposal May Be Withdrawn By Us If Not Accepted Within N/A Days.

Acceptance Of Proposal - The Above Prices, Specifications And Conditions Are Satisfactory And Are Hereby Accepted.
 You Are Authorized To Do The Work As Specified. Payment Will Be Made As Outlined Above.

Signature: _____

Date Of Acceptance: _____

Signature: _____

PROPOSAL

BARTON & BOYD, INC.

P.O. BOX 294, 4168 Davis Highway

LOUISA, VA 23093

Section E, Item 1.

OFFICE# (540) 967-0408

bartonboyd@yahoo.com

FAX# (540) 967-1596

Submitted to Town of Mineral c/o Pam Harlowe	Phone 540-894-6508	Date 06/17/2026
Street PO Box 316	Job Name: Spring Grove Cemetary	
City, State and Zip Code Mineral, VA 23117	Job Location	
Email: pharlowe@townofmineral.net		Job Phone

WE HEREBY SUBMIT THE FOLLOWING SPECIFICATIONS AND ESTIMATES:

Pricing Based On Material And Haul Rate As Of 06/17/26.

Due To The Fluctuating Cost Of Fuel And Materials, Prices May Be Adjusted Accordingly At The Time The Work Is Performed.

GUESSTIMATE FOR BUDGET PURPOSES ONLY

AREA & SPECIFICATIONS TO BE VERIFIED

TAR & GRAVEL OPTION

Approximately 5247 Square Feet

Clean	5500.00
Patch With Asphalt – Approx. 32 Tons @ \$200.00 Per Ton*	6400.00
Apply 2 Shots Tar & Gravel With Brown Stone	38725.00
1 Day Traffic Control	3000.00
Total	\$ 53625.00

*Asphalt For Patching Will Be Billed By The Actual Tons Used.

Exclusions: Grading; Base Stone And/Or Base Stone Installation; Material Testing; Density Testing; Compaction Testing; Obtaining Grade Profiles; Permits; Vegetation Removal; Pavement Markings; Locating, Marking, Moving And/Or Damage To Utilities; Backfilling Edges; Shoulder Work; Ditch Work; Pipe Work; Etc.

We Propose Hereby To Furnish Material And Labor - Complete In Accordance With Above Specifications, For The Sum Of: Dollars (\$)

PAYMENT TO BE MADE AS FOLLOWS: UPON COMPLETION

Any Balance Not Paid Within 30 Days Shall Bear Interest At 2% Per Month. In The Event Any Obligation Of Customer Hereunder Is Breached, Any And All Attorney And/Or Legal Fees Will Be Payable By Customer.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized

Signature Michael Pleasants/dca

Note: This Proposal May Be Withdrawn By Us If Not Accepted Within N/A Days.

Acceptance Of Proposal - The Above Prices, Specifications And Conditions Are Satisfactory And Are Hereby Accepted.
You Are Authorized To Do The Work As Specified. Payment Will Be Made As Outlined Above.

Signature: _____

Date Of Acceptance: _____

Signature: _____

Pyramid Paving LLC

3468 S BOSTON RD
TROY, VA 22974-3828 USA
+14345290975
lauren@pyramidpavingllc.com

Section E, Item 1.



Estimate

ADDRESS
Pam Harlowe
Town of Mineral

ESTIMATE 6728
DATE 07/14/2027
EXPIRATION DATE 09/01/2026

PROJECT NAME
Grave Yard - Tar & Chip

SALES REP
Kenny

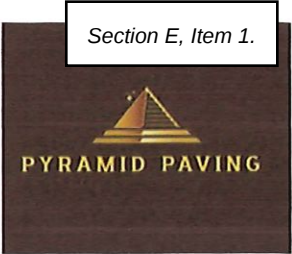
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Tar & Chip	We will sweep all loose debris and dispose of it. After all rock is clean we will begin spraying the first coat of RC 250 and place the first layer of 68 grey stone. If you would like to go back with the brown stone we will have to give you another quote as it's hard to get and very high on coat. After first shot is down and rolled we will begin one more coat of tar and gravel. Total area being tar and gravel 35,440 SF	1	42,468.81	42,468.81
	Additional Info.	This quote is based on a liquid asphalt price not to exceed \$781.25/ton. Due to the volatility in the liquid asphalt market; the price will be based on the inflation of liquid asphalt per the VDOT Asphalt Index at the time of construction. Drainage will not be guaranteed on paved areas having 1% grade or less.	1	0.00	0.00

TOTAL \$42,468.81

Accepted By

Accepted Date

Pyramid Paving LLC
3468 S BOSTON RD
TROY, VA 22974-3828 USA
+14345290975
lauren@pyramidpavingllc.com



Estimate

ADDRESS
Pam Harlowe
Town of Mineral

ESTIMATE 6729
DATE 07/14/2027
EXPIRATION DATE 09/01/2026

PROJECT NAME
Grave Yard Asphalt

SALES REP
Kenny

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Overlay Existing Pavement	We will start by sweeping all the debris/ loose stone off the road. We will cut a tie-end joint at the end where the V-DOT road starts for a good smooth joint. After all loose stone is gone we will spray RC 250 tac coat for a good bond between the old and new asphalt. Pave 2.5 inches of sm 9.5 topping mix compacted to 2 inches. Total area being cleaned and paved is. 35,440 SF.	1	71,885.88	71,885.88
	Additional Info.	This quote is based on a liquid asphalt price not to exceed \$781.25/ton. Due to the volatility in the liquid asphalt market; the price will be based on the inflation of liquid asphalt per the VDOT Asphalt Index at the time of construction. Drainage will not be guaranteed on paved areas having 1% grade or less.	1	0.00	0.00

TOTAL \$71,885.88

Accepted By

Accepted Date

CHARTER

An Act to provide a new charter for the town of Mineral and to repeal Chapter 477 of the Acts of Assembly of 1902, approved April 2, 1902, as amended, which provided a charter for the town of Mineral.

Acts 1972, Chapter 258
Approved April 1, 1972

Be it enacted by the General Assembly of Virginia:

Chapter 1 Incorporation and Boundaries

§ 1.1. Incorporation.

The inhabitants of the territory comprised within the present limits of the Town of Mineral, hereinafter referred to as "Town", as such limits are now or may hereafter be altered and established by law, shall constitute and continue a body politic and corporate, to be known and designated as the Town of Mineral, and as such shall have perpetual succession, may sue and be sued, implead and be impleaded, contract and be contracted with, and may have a corporate seal which it may alter, renew or amend at its pleasure by proper ordinance.

§ 1.2. Boundaries.

The boundaries of the Town of Mineral is that territory in the County of Louisa, as shown on a plot of said Town, of record in the Clerk's Office of Louisa County, made by W. L. Bishop, Engineer, and being further shown on a boundary survey of the Town of Mineral, Virginia, 1962, made by James H. Bell and Kenneth M. Hart, Certified Land Surveyors, which, also, is of record in the Clerk's Office of Louisa County, Virginia, in plat book 6 at page 41.

Chapter 2 Powers

§ 2.1. General Grant of Powers.

The Town shall have and may exercise all powers which are now or hereafter may be conferred upon or delegated to towns under the Constitution and laws of the Commonwealth of Virginia, as fully and completely as though such powers were specifically enumerated herein, and no enumeration of particular powers by this Charter shall be held to be exclusive, and the Town shall have, exercise and enjoy all the rights, immunities, powers and, privileges, and be subject to all the duties and obligations, now appertaining to and incumbent on the Town as a municipal corporation.

§ 2.2. Adoption of certain sections of Code of Virginia.

The powers set forth in §§ 15.1-837 through 15.1-907, both inclusive, of Chapter 18 of Title 15.1 of the Code of Virginia, as in force on January 1, 1972, and as may be amended, are hereby conferred on and vested in the Town.

State law reference(s)—See Title 15.2, Code of Virginia, Subtitle II, Powers of Local Government, particularly Ch. 11, Powers of Cities and Towns.

§ 2.3. Eminent Domain.

The powers of eminent domain set forth in Title 15.1, Title 25, Chapter 1.1 and § 33.1-121 of the Code of Virginia, as amended, and all acts amendatory thereof and supplemental thereto, mutatis mutandis, are hereby conferred upon the Town, subject to the provisions of § 25-233.

- (a) In any case in which a petition for condemnation is filed by or on behalf of the Town, a true copy of a resolution or ordinance duly adopted by the Town Council declaring the necessity for any taking or damaging of any property, within or without the Town, for the public purposes of the Town, shall be filed with the petition. The Town may employ the procedures conferred by the foregoing laws, mutatis mutandis, and may, in addition thereto, proceed as hereinafter provided.
- (b) Certificates issued pursuant to § 33.1-121 of the Code of Virginia, as amended, and acts amendatory thereof and supplemental thereto, may be issued by the Town Council, signed by the Mayor and countersigned by the Town Treasurer. Such certificate shall have the same effect as certificates issued by the State Highway Commissioner, under the aforesaid laws, and may be issued in any case in which the Town proposes to acquire property of any kind by the exercise of its powers of eminent domain for any lawful public purpose, whether within or without the Town; provided, that the condemnation authority shall be subject to the provisions of § 25-233 of the Code of Virginia.
- (c) In addition to the powers conferred by the aforesaid laws, such certificates may be amended or cancelled by the court having jurisdiction of the proceedings, upon petition of the Town, at any time after the filing thereof; provided, that the court shall have jurisdiction to make such order for the payment of costs and damages, if any, or the refund of any excessive sums theretofore paid pursuant to such certificate as shall, upon due notice and hearing, appear just. The court shall have jurisdiction to require refunding bonds, for good cause shown by the Town or any other person or party in interest, prior to authorizing any distribution of funds pursuant to any certificate issued or deposit made by the Town.

State law reference(s)—See Title 15.2 and Title 25.1, Code of Virginia; See § 25.1-102, Code of Virginia.

Chapter 3 Mayor and Council

§ 3.1. Composition of Council; Election, Qualification and Term of Office of Councilmen.

The Town shall be governed by a Mayor and a Town Council composed of six councilmen, to be elected from the Town at large. Councilmen shall be qualified electors of the Town, and shall serve for terms of four years, and until their successors are appointed or elected and qualified as provided by law.

§ 3.2. When Terms of Office to Begin.

The terms of office for the Mayor and Town Councilmen shall begin after their election, and continue as is provided by the laws of the Commonwealth.

§ 3.3. Oath of Office.

The Mayor and Councilmen shall each, before entering upon the duties of their office, make oath or affirmation that they will truly, faithfully and impartially discharge the duties of their offices to the best of their abilities, so

long as they shall continue therein. Such oath to be administered by the retiring Mayor, Vice-Mayor or the Clerk of the Circuit Court of Louisa County, Virginia.

§ 3.4. Election and Term of Vice-Mayor.

The Town Council shall elect from its members a Vice-Mayor, who shall serve, at the discretion of the Town Council and until a successor is appointed.

§ 3.5. Powers and Duties of Mayor and Vice-Mayor.

The Mayor shall preside over the meetings of the Town Council and shall have the same right to speak and vote therein as other members of the Town Council, when they are equally divided. He shall be recognized as the head of the Town government for all ceremonial purposes, for the purposes of military law and for the service of civil processes.

During the absence of the Mayor or the inability of the Mayor to act, the Vice-Mayor shall possess the powers and discharge the duties of the Mayor.

§ 3.6. Absence or Disability of Mayor and Vice-Mayor.

If both the Mayor and Vice-Mayor are absent or unable to act, the Town Council shall, by a majority vote of the members present, elect from its members a person to serve as Acting Mayor until either the Mayor or Vice-Mayor is present and able to act. The person so elected shall possess the powers and discharge the duties of the Mayor during such period of time. Whenever it is necessary to elect an Acting Mayor pursuant to this section, in the absence of both the Mayor and Vice-Mayor, the Town Clerk or Acting Town Clerk shall call the meeting of the Town Council to order and shall preside until an Acting Mayor is elected. This shall not be construed to vest in the Town Clerk any of the powers and duties of the Mayor, except as expressly stated in this section.

§ 3.7. Council a Continuing Body.

The Town Council shall be a continuing body, and no measures pending before such body, or any contract or obligation incurred, shall abate or be discontinued by reason of the expiration of the term of office or removal of any of its members.

§ 3.8. General Grant of Powers to Council.

The Town Council shall have all powers and authority that are now or may hereafter be granted to councils of towns by the general laws of the Commonwealth and by this Charter, and the recital of special powers and authorities herein shall not be taken to exclude the exercise of any power and authority granted by the general laws of the Commonwealth to town councils, but not herein specified.

§ 3.9. Meetings of Council.

The Town Council shall fix the time of their stated meetings, and they shall meet at least once a month. Special meetings may be called at any time by the Mayor or by three members of the Town Council; provided, that all members shall be duly notified a reasonable period of time prior to any special meeting.

§ 3.10. Quorum; Reconsideration of Action.

Three members of the Town Council shall constitute a quorum for the transaction of business. No vote taken at any meeting shall be reconsidered or rescinded at any subsequent special meeting unless at such special meeting there are as many members of the Town Council present as were present when such vote was taken.

§ 3.11. Rules of Order and Procedure.

The Town Council shall establish its own rules of order and procedure, and may punish its own members and other persons for violations thereof.

§ 3.12. Council to Fix Salaries.

The Town Council is hereby authorized to fix the salaries of each of the members of the Town Council, members of board or commissions and all appointed officers and all employees of the Town, at a sum not to exceed any limitations placed by the laws and Constitution of the Commonwealth of Virginia. The salaries of the members of the Town Council shall not exceed one thousand two hundred dollars per year.

Chapter 4 Appointive Officers

§ 4.1. Appointment.

The Town Council may appoint such officers of the Town as they deem necessary. Such officers may include, but shall not be limited to, a Town Manager, a Town Clerk, a Town Attorney, a Town Treasurer, a Town Sergeant, Special Police Officers, and Justices of the Peace. The enumeration of officers in this section shall not be construed to require the appointment of any of such officers herein named. Officers appointed by the Town Council shall perform such duties as may be specified in this Charter, by the laws of the Commonwealth, or by the Town Council.

§ 4.2. Deputies and Assistants.

The Town Council may appoint such deputies and assistants to appointive offices as the Town Council may deem necessary.

§ 4.3. Term of Office.

Officers and deputies and assistant officers appointed by the Town Council, shall serve at the will and pleasure of the Town Council.

§ 4.4. Appointment of one person to more than one office.

The Town Council may appoint the same person to more than one appointive office, at the discretion of the Town Council, subject to the provisions of Article VII, § 6 of the Virginia Constitution.

§ 4.5. Qualifications and Duties of the Town Manager.

The Town Manager shall be the executive officer of the Town, and shall be responsible to the Town Council for the proper administration of the Town government. It shall be the duty of the Town Manager to:

- (a) Attend all meetings of the Town Council, with the right to speak but not to vote.
- (b) Keep the Town Council advised of the financial condition and the future needs of the Town and of all matters pertaining to its proper administration, and make such recommendations as may seem to him desirable.
- (c) Prepare and submit the annual budget of the Town Council and be responsible for its administration after its adoption.
- (d) Prepare in suitable form for publication and submit to the Town Council at the next regular meeting following the end of each fiscal year, a concise, comprehensive report of the financial transactions and administrative activities of the Town government during the immediately preceding fiscal year.
- (e) Present adequate financial and activity reports as required by the Town Council.
- (f) Arrange for an annual audit by a certified public accountant, the selection of whom shall be approved by the Town Council.
- (g) Perform such other duties as may be prescribed by this Charter, or required of him in accordance therewith by the Town Council, or which may be required by the chief executive officer of a Town by the general laws of the Commonwealth.

All employees of the Town, except those appointed by the Town Council, pursuant to this Charter or the general laws of the Commonwealth, shall be appointed and may be removed by the Town Manager, who shall report each appointment or removal to the Town Council at the next meeting thereof following any such appointment or removal. The Town Council shall designate by ordinance a person to act as Town Manager in the case of the absence, incapacity, death or resignation of the Town Manager, until his return to duty or the appointment of his successor. Until such time as the Town Council appoints any such Town Manager, the duties and powers outlined herein shall be given the Mayor, or such other person as may be designated by the Town Council.

§ 4.6. Duties of the Town Clerk.

The Town Clerk shall be the Clerk of the Town Council. He shall keep the journal of the proceedings and shall record all ordinances and resolutions in a book or books kept for the purpose. He shall be the custodian of the corporate seal of the Town and shall be the officer authorized to use and authenticate it. He shall perform such other duties and keep such other records as the Town Council may specify or the general laws of the Commonwealth require of Town Clerks. All records in his office shall be public records and open to inspection at any time during regular business hours.

§ 4.7. Duties of the Town Attorney.

The Town Attorney shall be the legal adviser of the Town Council. He shall represent the Town in all legal affairs as may be requested by the Mayor, Town Council, or by an officer of the Town appointed under the provisions of this Charter. The Town may employ the Commonwealth's Attorney of Louisa County for criminal prosecutions.

§ 4.8. Duties of the Town Treasurer.

The Town Treasurer shall collect the Town taxes and licenses, and shall have the power to levy and sell for collection as given to County Treasurers.

§ 4.9. Powers and Duties of the Town Sergeant and Special Policemen.

The Sergeant of the Town shall be a Conservator of the Peace, and vested with the full powers of a Constable within the limits of the Town, and, also, have the power to arrest offenders within the limits of the County of

Louisa. He, and any special police officers, who may be appointed by the Mayor with the advice and consent of a majority of the members of the Town Council, shall have all the powers given to special police officers under the laws of the Commonwealth. He shall assist the Treasurer in the collection of Town taxes, and may distrain and sell therefor in like manner, for which State taxes and County levies are distrained.

§ 4.10. Residence of Officers and Employees.

Any appointive officers or employees of the Town may be appointed and serve whether or not the appointee be a resident or nonresident of the Town.

Chapter 5 Raising of Revenue

§ 5.1. Assessment of Taxes.

The Council shall have the power to assess and tax real or personal property within the Town, levy taxes, impose licenses and collect the same to any extent not prohibited by laws of the Commonwealth.

§ 5.2. License for Public Utilities, Etc.

The Town shall have the power to impose, levy and collect a license tax on any public utility or public service company, including Electric Power Companies, Telephone Companies, Telegraph Companies, Railway Companies, Gas Companies, Water or Sewerage Companies, doing business within the Town, either by serving consumers within the Town, or maintaining an office in the Town, unless otherwise specifically prohibited by law; provided, that this section shall in no way limit any licensing authority otherwise granted the Town by this Charter or by general law.

Chapter 6 Courts

§ 6.1. Authority to Establish Municipal Court; Jurisdiction of Court.

The Town Council may establish by ordinance a Municipal Court, which shall be known as the Municipal Court of the Town. Jurisdiction of the Municipal Court in civil matters shall be as provided in § 16.1-77 of the Code of Virginia, and in criminal matters as provided in § 16.1-124 of the Code of Virginia.

State law reference(s)—Section 16.1-124, Code of Virginia, was repealed by Acts 1984, c. 506.

§ 6.2. Judge of Municipal Court; Substitute Judge.

The Judge of the Municipal Court shall be appointed by the Town Council. He shall serve at the pleasure of the Town Council. The Town Council may appoint a Substitute Judge to serve during the absence or inability to act of the Judge of the Municipal Court.

§ 6.3. Jurisdiction of County Court if Municipal Court not created.

If the Town Council shall elect to not establish a Municipal Court, as provided in § 6.1 of this Charter, the County Court of Louisa County shall have such jurisdiction within the Town as the Municipal Court would have if it were established by the Town Council. The Town Council may enter into such contracts or agreements as it may deem

necessary to permit the trial in said County Court of cases or causes of action arising within the Town or within the jurisdiction of the Town.

§ 6.4. Use of County Jail.

The Town shall be allowed the use of the Louisa County Jail for the purpose of carrying into effect the police regulations of the Town, and for the safekeeping and confinement of all persons who may be arrested or sentenced to imprisonment under the laws and ordinances of the Town. The sergeant or any police officer of the Town may convey any person arrested or sentenced to jail, and the jailer of said County shall receive such persons in the same manner as if such person or persons were committed by a Justice, and delivered to said jailer as any other police officer of the said County or the Commonwealth.

Chapter 7 Financial Provisions

§ 7.1. Fiscal Year.

The fiscal year of the Town shall begin on July 1 of each year, and end on June 30 of the year following, but the same may be changed by action of the Town Council, where not inconsistent with general law.

§ 7.2. Actions against Town, or Damages, Etc.

- (a) No action shall be maintained against the Town for damages for any injury to any person or property alleged to have been sustained by reason of the negligence of the Town, or any officer, agent or employee thereof unless a written statement of the claimant, his agent or attorney, or the personal representative of any decedent whose death is a result of the alleged negligence of the Town, its officers, agents or employees, of the nature of the claim and the time and place at which the injury is alleged to have occurred, or to have been received, shall have been filed with the Mayor or an attorney appointed by the Town Council for this purpose, and the Town is hereby authorized to appoint such an attorney, within sixty days after such cause of action shall have accrued. Where the claimant is an infant or non compos mentis, or the injured party dies within such sixty days, such statement may be filed within one hundred twenty days provided, that if the complainant is compos mentis during such sixty-day period but is able to establish by a clear and convincing evidence that due to the injury sustained for which a claim is asserted that he was physically or mentally unable to give such notice within the sixty-day period, then the time for giving notice shall be tolled until the claimant sufficiently recovers from such injury so as to be able to give such notice. No officer, agent or employee of the Town shall have authority to waive such conditions precedent or any of them.
- (b) No order shall be entered or made, and no injunction shall be awarded by any Court or Judge, to stay proceedings of the Town in the prosecution of their works, unless it be manifest that they, their officers, agents or servants are transcending the authority given them in this Charter, and that the interposition of the Court is necessary to prevent injury that cannot be adequately compensated in damages.
- (c) The Town Council is authorized and empowered to compromise any claim for damages or any suit or action brought against the Town.

§ 7.3. Creation of Debt; Election on Issuance of Bonds.

Any ordinance creating a debt for which money is to be borrowed shall be adopted by a majority vote of the elected members of the Town Council. Any bonds issued by the Town shall be issued in compliance with the Laws of the Commonwealth.

The Town Council may submit to a vote of the qualified electors of the Town the question of whether such money shall be borrowed. Any such petition shall be filed with the Town Clerk within thirty days of the vote of the Town Council to borrow money.

Any such election shall be held within sixty days of the vote of the Town Council to call such election or within sixty days of receipt of such petition. The election shall be held in the manner provided for such elections by the general laws of the Commonwealth. A majority vote of the qualified electors voting at such election shall be required for the approval of the borrowing of such money.

The provisions of this section shall not be construed to prohibit the Town Council from proceeding under any provisions of the Constitution of Virginia and general laws of the Commonwealth in the borrowing of money.

Chapter 8 Miscellaneous

§ 8.1. Elections Governed by State Law.

All Town elections shall be held and conducted in the manner prescribed by the laws of the Commonwealth.

§ 8.2. Amendment of Zoning Ordinance.

The Town Council may, by ordinance, require that whenever any Planning Commission recommends against the adoption of any proposed amendment to the Zoning Ordinance of the Town, now or hereafter in effect, such amendment shall become effective only upon the affirmative vote of two-thirds of the elected members of the Town Council.

§ 8.3. Applicability of Ordinances to Lands, Etc., Outside Town.

All ordinances of the Town, so far as they are applicable, shall apply on, in or to all land, buildings and structures owned by or leased or rented to the Town and located outside the Town.

§ 8.4. Bonds of Officers and Employees.

The Town Council may require all or any officers and employees of the Town to give bond for the faithful and proper discharge of their duties. As used herein, the words "officers and employees" shall include officers and employees paid solely or partly by the Town. The Town may pay the premium on such bonds from the Town funds and may provide for individual surety bonds or for a bond covering all officers and employees or any group thereof. The bond shall be payable to the Town as its interest may appear in event of breach of the conditions thereof.

§ 8.5. Office of Town Sergeant Created, but not Elected.

Notwithstanding the provisions of § 15.1-796 of the Code of Virginia, there shall be created in the Town the office of Town Sergeant, however, the Town Sergeant shall be appointed as herein provided, and not elected, in accordance with said Code section. The Town Sergeant shall have the powers and duties as herein provided, and in addition thereto, the duties and powers imposed by said Code section, and all other laws of the Commonwealth as may be applicable thereto.

State law reference(s)—See § 15.2-1600 et seq., Code of Virginia.

§ 8.6. United States Government Employees.

No person, otherwise eligible, shall be disqualified, by reason of his accepting or holding an office, post, trust or emolument under the United States government, from serving as an officer or employee of the Town, or as a member, officer or employee of any board or commission.

§ 8.7. Acceptance of Federal Aid, Contributions, Etc.

The Town shall have the power to receive and accept from any federal agency grants of any kind for or in aid of the construction of any project, the procuring or reserving of park land, open spaces or any recreational facility, and to do all such things or make any covenants or agreements which may be necessary or required in order to obtain and use such federal grants. The Town may receive and accept aid or contributions from any source or money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants and contributions may be made.

§ 8.8. Conflicts of Interest; Disclosure of Interest.

The Town Council is hereby empowered to enact a conflict of interest and disclosure ordinance to govern elected and/or appointed Town officials not inconsistent with general law.

§ 8.9. Present officers to continue.

The present elected officers of the Town shall be and remain in office until expiration of their several terms, and until their successors have been duly elected and qualified.

§ 8.10. Ordinances continued in force.

All ordinances now in force in the Town, not inconsistent with this charter, shall be and remain in force until altered, amended or repealed by the Town Council.

§ 8.11. Severability of Provisions.

If any clause, sentence, paragraph or part of this charter shall for any reason be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this charter, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered.

1. Chapter 477 of the Acts of Assembly of 1902, approved April 2, 1902, as amended, providing a charter for the town of Mineral is repealed.
2. An emergency exists and this act is in force from its passage.

Editor's note(s)—The 1902 Charter has been included in the Appendix of the Code for historical purposes only. See Ch. A500.



COUNTY OF LOUISA

MEMORANDUM

TO: Board of Supervisors

FROM: Patricia Smith, County Attorney

DATE: July 28, 2026

RE: Process for Potential Town Annulment of Charter - **CHAPTER 37, TITLE 15.2**

Purpose

The purpose of this memorandum is to provide the Board of Supervisors with information regarding the process to follow if a town decides to annul and surrender its charter. The Board is requested to review this annulment process and direct staff regarding any actions it wishes to pursue with respect to the potential annulment of the Town of Mineral and any agreement between the Town and the Board of Supervisors regarding this matter.

Background

The Town of Mineral is considering surrendering its charter to the County of Louisa. To do so, the Town and the County must follow a detailed process requiring an agreement between the Town and the Board of Supervisors, an ordinance passed by the Town, and a special election. Under Virginia law, approval is required by local voters through a referendum ordered by the Circuit Court. Thus, the decision to allow the Town of Mineral to annul its charter ultimately rests with the voters of the Town of Mineral.

Eligibility

Virginia Code authorizes any town to surrender its charter and revert to unincorporated status.

Procedure for Initiating Action - Agreement Required (§15.2-3701)

- A. Prior to petitioning the local circuit court for the annulment of a town charter, the town council must enter into an agreement with the Board of Supervisors of the county within which the town is located.
- B. The agreement must include provisions with respect to the following actions:

1. Transfer to the county of all the revenues the town receives, the services it performs, its facilities, including real and personal property, and other assets, including all debts due to the town.
2. Assumption by the county of all existing town indebtedness, bonded or otherwise.

Action by Town Governing Body – Ordinance Required (§§15.2-3702 and 15.2-3703)

After the required agreement has been reached, the town council may, by ordinance passed by a recorded majority vote of all the members thereof, petition the circuit court for the county in which the town is located for an order requiring a **referendum** on the question of whether the town charter shall be annulled and repealed.

Notice of motion, Service, and Publication; Docketing by Town (§15.2-3703)

Upon adoption of the ordinance, the town must also serve notice on the attorney for the Commonwealth, or on the county attorney, and on the chairman of the governing body of the county in which the town is located that it will, on a given day, not less than (30) thirty days thereafter, move the circuit court for an order as provided by § 15.2-3702. A copy of the notice and ordinance, or a descriptive summary of the notice and ordinance and a reference to the place within the town where copies of the notice and ordinance may be examined, shall be published at least once a week for four successive weeks in a newspaper having general circulation in the town. The proof of service or certificate of service of the notice and ordinance shall be returned after service to the clerk of the circuit court. When the publication of the notice and ordinance is completed, the case shall be docketed for entry of the referendum order. Certification of the owner, editor, or manager of the newspaper publishing the notice and ordinance shall be proof of publication.

Election Procedures – (§15.2-3704)

After publication of the notice and ordinance is completed, the circuit court shall by order in accordance with §24.2-684, require the regular election officers of the county in which the town is located to open the polls on the day fixed in the order and take sense of the qualified voters of the town on the question submitted (below). The regular election officers, at the time designated in the order, shall open the polls at the various voting places in the town and conduct the election in a manner provided by general law for other elections.

The ballots used shall be printed on and shall contain the following language: "Shall the charter for the Town of _____ be annulled and repealed? [] Yes [] No

Special election is required by Virginia law - Times for Special Elections (§ 24.2-682)

The following provisions govern the times for holding special elections:

- Every special election shall be held on a Tuesday.

- No special election shall be held within 55 days prior to a general or primary election.
- No special election shall be held on the same day as a primary election. A special election may be held on the same day as a general election.
- A referendum election shall be ordered at least 81 days prior to the date for which the referendum election is called.

How referendum elections are called and held, and the results ascertained and certified (§24.2-684)

- Whenever any question is to be submitted to the voters of any county, city, town, or other local subdivision, the referendum shall in every case be held pursuant to a court order as provided in this section.
- The court order calling a referendum shall state the question to appear on the ballot in plain English as that term is defined in § 24.2-687.
- The order shall be entered and the election held within a reasonable period of time subsequent to the receipt of the request for the referendum if the request is found to be in proper order. The court order shall set the date for the referendum in conformity with the requirements of § 24.2-682.
- A copy of the court order calling for a referendum shall be sent immediately to the State Board by the clerk of the court in which the order was issued.
- The ballots shall be printed, marked, and counted and returns made and canvassed as in other elections. The results shall be certified by the secretary of the appropriate electoral board to the State Board, to the court ordering the election, and to such other authority as may be proper to accomplish the purpose of the election.

Election Results (§15.2-3705)

If the report of the secretary of the electoral board shows that a majority of the qualified voters of the town voting on the question submitted are in favor of the annulment, the judge shall enter such fact of record and shall notify the secretary of the Commonwealth, and the annulment shall become effective on January 1 of the year following the year in which the order entering such fact of record is issued, unless the town and county jointly petition the court to order the annulment on any other mutually agreed date.

Effect of Annulment

A. Town Charter – Annulment of Surrendered Charter (§15.2-3706) Upon the effective date of the annulment, the corporate body of the town is dissolved, and the charter of the town is surrendered. The terms of the agreement between the town and county shall be binding and irrevocable in favor of the public. Compliance may be enforced.

B. Town Officials – General Effect of Annulment (§15.2-3707) Upon the effective date of annulment, the terms of office and the rights, powers, duties, and compensation of the officers, agents, and employees of the town are terminated.

C. Transfer of Property and Indebtedness(§15.2-3708) Upon the effective date of the annulment, the title of all real and personal property and responsibility for the indebtedness of the former town shall pass to the affected county.

D. Special Debt District (§15.2-3709) If provided in the agreement required by section 15.2-3701, the territory constituting the former town may be a special dept district for the purpose of repaying all or part of the existing indebtedness chargeable to the town before annulment. A special tax on real property within the special debt district shall be levied for a period not exceeding twenty years. The special tax may be different from and in addition to the general tax rate throughout the entire county in which the town was located.

E. Town Records and Documents (§15.2-3709) All records of the former town shall pass to and be held by the county in which the town was located which shall be responsible for the preservation, maintenance, and custody of these records and documents.

F. Effect on Pending Suits (§15.2-3711)

1. If at the time of annulment there are any pending actions or proceedings by or against the town, or if after the effective date of annulment an action or proceeding out of a cause of action which arose prior to the time of annulment, which but for the annulment would have been by or against the town, is instituted, the county in which the town was located shall be substituted in place thereof and the proceeding may be perfected to judgment.
2. If provided for in the agreement between the town and the county, a judgment against the county resulting from a pending judicial proceeding may be paid by the special debt district created pursuant to §15.2-3709.

G. Request by County to State Legislator Representative – Repeal of Charter (§ 15.2-371) After a town charter has been annulled in accordance with this chapter, the local governing body of the county in which the town was located shall make a request to a state legislator representing that county that the General Assembly repeal the town charter at the next legislative session.