



MINERAL COUNCIL SPECIAL MEETING AGENDA

July 23, 2026 at 5:00 PM

312 Mineral Avenue Mineral Virginia 23117

Phone: 540-894-5100 | townofmineral.net

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE**
- D. ADOPTION OF AGENDA**
- E. OLD BUSINESS**
 - 1. Attorney Comments
 - 2. Discuss Town Manager Position
 - 3. Discuss Town Treasurer Position
 - 4. Budget
- F. ADJOURN**

Mayor Pamela Harlowe - Vice Mayor Bernice Kube

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

Nicole Washington - 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.

CONFIDENTIAL — EMPLOYMENT CONTRACT — TOWN MANAGER



EMPLOYMENT CONTRACT

Town Manager — Town of Mineral, Virginia

This Agreement is entered into as of the 14th day of July, 2026

Commonwealth of Virginia | County of Louisa

TABLE OF CONTENTS

§ 1	Employment and Duties	3
§ 2	Term	3
§ 3	Compensation	4
§ 4	Benefits	4
§ 5	Performance Evaluation	5
§ 6	Termination	6
§ 7	Preservation of Rights Under Original 2024 Contract	7
§ 8	Indemnification and Legal Defense	8
§ 9	General Provisions	8
Sig.	Signature Block	10

PARTIES

Party 1 — The Town: The **Town of Mineral**, a municipal corporation organized and existing under the laws of the Commonwealth of Virginia ("**Town**"), acting by and through its duly constituted Town Council ("**Council**").

Party 2 — The Town Manager: **Cean Nicole Washington**, an individual residing in or proximate to Mineral, Virginia ("**Town Manager**" or "**Employee**").

The Town and the Town Manager are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Town Council of the Town of Mineral, Virginia desires to employ Cean Nicole Washington in the capacity of Town Manager, as the chief administrative officer of the Town of Mineral;

WHEREAS, the Parties wish to set forth, in a clear and binding written instrument, the full terms and conditions governing the Town Manager's employment, compensation, benefits, and separation rights;

WHEREAS, this Agreement is intended to supersede all prior employment agreements between the Parties relating to the current term of employment, *except as specifically preserved herein* regarding any claims, rights, entitlements, and causes of action arising under or related to the original employment contract between the Parties dated in 2024 (the "**Original 2024 Contract**"), which rights are expressly preserved as set forth in Section 7;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 — EMPLOYMENT AND DUTIES

1.1 Position. The Town of Mineral hereby employs Cean Nicole Washington as **Town Manager**, the chief administrative officer of the Town of Mineral, Virginia, subject to the authority and direction of the Town Council. This appointment is made pursuant to applicable provisions of the Town Charter, the Code of Virginia, and applicable local ordinances.

1.2 Duties and Responsibilities. The Town Manager shall faithfully and diligently perform all duties prescribed by the Town Charter, the Code of Virginia, Town ordinances, Town Council resolutions, and such other lawful duties as the Council may assign. Such duties shall include, but are not limited to:

Overall administrative management and oversight of all Town departments and staff;

Preparation, submission, and administration of the annual municipal budget;

Supervision, direction, and evaluation of all Town employees;

Implementation and execution of Council policies, goals, and directives;

Representation of the Town in intergovernmental, community, and public affairs;

Maintenance of all Town records and ensuring compliance with applicable state and local law.

1.3 Full-Time Service. The Town Manager shall devote full professional time, attention, skill, and energy to the performance of duties under this Agreement. The Town Manager shall not engage in any additional employment, consulting, or outside business activity beyond that which she does when hired without the prior written approval of the Town Council. Voluntary civic activities, Board membership and professional association participation shall be permitted without separate approval.

1.4 Residence. The Town Manager shall reside within the corporate limits of the Town of Mineral or within an area reasonably proximate thereto, as may be approved by the Town Council in writing. The Town Council shall not unreasonably withhold approval of a proximate residential location.

SECTION 2 — TERM

2.1 Term. This Agreement shall commence on July 20, 2026 (the "**Commencement Date**") and shall continue in full force and effect for a period of **three (3) years**, terminating on June 30, 2029 (the "**Expiration Date**"), unless sooner terminated in accordance with the provisions of this Agreement (the "**Term**").

2.2 Renewal. Prior to the expiration of the Term, the Parties may, by mutual written agreement, elect to extend or renew this Agreement on such terms and conditions as the Parties shall negotiate in good faith. Neither Party shall be obligated to renew or extend this Agreement. Any renewal or extension shall be documented in a written amendment or successor agreement duly executed by both Parties.

SECTION 3 — COMPENSATION

3.1 Base Salary. The Town shall pay the Town Manager an annual base salary of **Ninety-Five Thousand Dollars (\$95,000.00)**, payable in equal Weekly or bi-weekly installments in accordance with the Town's regular payroll practices and schedule, less all applicable withholdings, deductions, and taxes required by federal, state, and local law.

3.2 Salary Review. The Town Council shall conduct an annual review of the Town Manager's compensation, performance, and benefits no later than **ninety (90) calendar days** prior to the adoption of each annual budget. Any salary adjustment resulting from such review shall be made by formal action of the Town Council and shall be memorialized in a written amendment to this Agreement, duly executed by both Parties. In no event shall the

Town Manager's annual base salary be reduced below \$95,000.00 during the Term without the express written consent of the Town Manager.

3.3 Expense Reimbursement. The Town shall reimburse the Town Manager for all reasonable and necessary business expenses incurred in the performance of official duties, subject to the Town Manager's timely submission of appropriate receipts and documentation consistent with Town reimbursement policies and applicable law.

SECTION 4 — BENEFITS

4.1 Health Insurance. The Town Manager shall be entitled to participate in the Town's group health, dental, and vision insurance plans on the same terms and conditions as offered to other full-time Town employees, with the Town contributing the employer's share of premiums consistent with Town policy as in effect from time to time.

4.2 Retirement. The Town Manager shall participate in the **Virginia Retirement System (VRS)**, or such other retirement program as is applicable to Town employees under the Code of Virginia, in accordance with applicable law and Town policy. Contributions shall be made in amounts required by law and Town policy.

4.3 Leave. The Town Manager shall be entitled to the following paid leave:

(a) Annual Leave: Twenty (20) days of paid annual leave per contract year, in addition to the Town's PTO Leave policy.

(b) Sick Leave: Twelve (12) days of paid sick leave per contract year.

(c) Holidays: All paid holidays officially recognized and observed by the Town of Mineral.

(d) Professional Leave: Reasonably paid leave to attend professional development activities, conferences, and training programs relevant to the position of Town Manager, subject to prior approval by the Town Council, which approval shall not be unreasonably withheld.

4.4 Professional Memberships and Development. The Town shall pay the costs of dues and expenses for the Town Manager's membership in the **International City/County Management Association (ICMA)**, the **Virginia Local Government Management Association (VLGMA)**, and other professional organizations as the Town Council may approve. The Town shall further provide a reasonable annual professional development budget for training, seminars, and educational programs, as approved by the Council during the annual budget process.

4.5 Vehicle or Automobile Allowance. The Town shall provide the Town Manager with the use of a Town-owned vehicle for official Town business, or, in lieu thereof, a per diem automobile allowance for \$0.44 cents per mile, as determined by the Town Council. Any automobile allowance shall be subject to applicable IRS reporting and withholding requirements.

4.6 Technology. The Town shall provide the Town Manager with a Town-issued mobile telephone and laptop computer for use in the performance of official duties. Such devices shall remain the property of the Town and shall be returned upon separation from employment. The Town Manager shall be given an opportunity to remove personal data from all devices prior to returning upon separation from employment.

4.7 Life Insurance. The Town Manager shall be eligible to participate in any group life insurance program offered to full-time Town employees, on the same terms and conditions as other eligible employees.

SECTION 5 — PERFORMANCE EVALUATION

5.1 Annual Review. The Town Council shall conduct a **formal written performance evaluation** of the Town Manager not less than once per calendar year. Such evaluation shall utilize criteria and a process mutually agreed upon by the Council and the Town Manager at the beginning of each review cycle, documented in writing.

5.2 Evaluation Criteria. The performance evaluation shall assess, at a minimum, the following areas:

Administrative effectiveness and organizational leadership;

Financial management and fiscal stewardship;

Community relations and public communication;

Intergovernmental and regional relations;

Implementation of Town Council goals and directives;

Employee relations, morale, and human resources management.

5.3 Goal Setting. The Town Manager and the Town Council shall, within **sixty (60) calendar days** of commencement of each Town fiscal year, establish written mutual goals and objectives for the forthcoming year, which shall serve as the primary basis for the annual performance evaluation.

5.4 Remediation. In the event the Town Council determines that the Town Manager's performance is deficient in any material respect, the Council shall provide the Town Manager with written notice specifically identifying the deficiencies, and shall afford the Town Manager a reasonable remediation period, the duration of which shall be determined by the Council in good faith, prior to taking any adverse employment action based upon such deficiencies.

SECTION 6 — TERMINATION

6.1 Termination for Cause. The Town Council may terminate this Agreement for cause at any time upon written notice to the Town Manager. For purposes of this Agreement, "Cause" shall mean the occurrence of any one or more of the following:

Conviction of a felony or a crime involving moral turpitude;

A material breach of this Agreement that remains uncured for a period of thirty (30) calendar days following delivery of written notice to the Town Manager specifically describing such breach;

Gross negligence or willful misconduct in the performance of duties;

Conduct constituting dishonesty, fraud, or misappropriation of Town funds or property;

Violation of any applicable state or local law materially affecting the Town Manager's fitness for or ability to perform the duties of the office.

In the event of termination for Cause, the Town Manager shall be entitled only to accrued and unpaid base salary through the effective date of termination, plus any accrued leave balance as required by applicable law. No severance shall be payable upon termination for Cause.

6.2 Termination Without Cause — Severance. The Town Council may terminate this Agreement without cause at any time upon written notice to the Town Manager. In the event of termination without cause, the Town Manager shall be entitled to receive:

Severance Payment: A severance payment equal to one (1) full year of the Town Manager's then-current annual base salary (the "Severance Payment"), payable at the Town's election either (i) in a lump sum within thirty (30) calendar days of the effective date of termination, for a period of twelve (12) months following the effective date of termination; and

Health Insurance Continuation: Continuation of group health insurance benefits at the Town's expense for a period of twelve (12) months following the effective date of termination, to the extent permitted under the terms of the applicable insurance plans and applicable law.

The Severance Payment is a negotiated contractual obligation and is not subject to reduction, offset, or withholding except as required by applicable law.

6.3 Resignation. The Town Manager may resign from employment at any time upon **sixty (60) calendar days'** prior written notice to the Town Council, unless a shorter notice period is mutually agreed upon in writing by both Parties. Upon voluntary resignation, the Town Manager shall be entitled only to accrued and unpaid base salary through the effective date of separation, plus any accrued leave balance as required by applicable law. No severance payment shall be due or payable upon voluntary resignation unless the Town Manager was asked to resign by the Council.

6.4 Termination by Mutual Agreement. This Agreement may be terminated at any time by written mutual agreement of the Parties, on such terms and conditions as the Parties may negotiate and agree upon in writing.

6.5 Death or Disability. This Agreement shall terminate automatically upon the death of the Town Manager or dissolution of the Town. In the event the Town Manager becomes unable to perform the essential functions of the position due to a physical or mental disability for a continuous period exceeding **ninety (90) calendar days**, the Town Council may terminate this Agreement, provided that any such termination shall be effected in full compliance with applicable federal and state law, including without limitation the *Americans with Disabilities Act (ADA)*, the *Rehabilitation Act*, and the applicable provisions of the *Code of Virginia*.

7.1 No Waiver of Prior Claims. Notwithstanding any provision to the contrary contained in this Agreement, the Parties expressly acknowledge and agree that this Agreement does *not* supersede, waive, release, extinguish, or in any manner diminish any legal claims, rights, entitlements, or causes of action that the Town Manager has or may have arising out of or relating to the original employment contract between the Parties dated in 2024 (the "Original 2024 Contract"), including but not limited to claims for breach of contract, wrongful termination, unpaid wages, accrued benefits, or any other legal or equitable claim or remedy.

7.2 Preservation of Payout Rights. The Town Manager expressly preserves, and the Town hereby acknowledges and agrees, that the Town Manager retains the full right to pursue, seek, enforce, and recover any payout, compensation, damages, severance, accrued wages, benefits, or any other amounts owed or potentially owed to the Town Manager under or in connection with the Original 2024 Contract. The execution and delivery of this Agreement shall not constitute, and shall not be construed as, a satisfaction, accord, novation, waiver, release, or compromise of any obligation, duty, or liability owed to the Town Manager under the Original 2024 Contract.

7.3 Independent Rights. The rights, claims, and entitlements preserved under this Section 7 are fully independent of, and entirely in addition to, any rights and entitlements of the Town Manager under this Agreement. The Town Manager may pursue any and all rights, claims, and remedies under the Original 2024 Contract concurrently with, and without prejudice to, any rights or entitlements arising under this Agreement.

7.4 No Offset. Any amounts recovered, received, or paid to the Town Manager in connection with the Original 2024 Contract shall **not** be offset against, credited toward, or otherwise reduce any compensation, benefits, severance, or other amounts due to the Town Manager under this Agreement, unless the Parties otherwise expressly agree in a separate written instrument signed by both Parties.

7.5 Obligation to Pay Breach of Contract Damages. The Town expressly acknowledges and agrees that, due to its breach of the Original 2024 Contract, it owes a severance to Nicole Washington of \$45,000. When the breach of the original contract is corrected by the payment of \$45,000 to Ms. Washington, she agrees to withdraw and end all claims pertaining to the 2024 contract. Town agrees to pay the \$45,000 severance from the 2024 employment contract within 30 days of employment under this employment contract.

SECTION 8 — INDEMNIFICATION AND LEGAL DEFENSE

8.1 Indemnification. The Town shall **defend, indemnify, and hold harmless** the Town Manager from and against any civil claims, suits, demands, liabilities, losses, or judgments arising out of or related to the Town Manager's performance of official duties within the scope of employment, to the fullest extent permitted by *Code of Virginia § 15.2-1520* and all other applicable state and local law.

8.2 Legal Counsel. The Town shall provide and fund legal defense counsel for the Town Manager in any civil action, proceeding, or claim brought against the Town Manager in connection with the discharge of official duties, subject to applicable law, provided that the conduct at issue falls within the scope of the Town Manager's employment and does not constitute a criminal act, fraud, willful misconduct, or gross negligence.

8.3 Liability Insurance. The Town shall maintain appropriate public official liability and errors and omissions insurance coverage for the Town Manager consistent with, and no less than, coverage afforded to other Town officials and employees.

SECTION 9 — GENERAL PROVISIONS

9.1 Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law rules or principles.

9.2 Jurisdiction and Venue. Any dispute, controversy, or claim arising under or relating to this Agreement, or the breach thereof, shall be subject to the exclusive jurisdiction of the courts of the Commonwealth of Virginia, with venue proper in the **Louisa County Circuit Court**, Louisa County, Virginia.

9.3 Entire Agreement (Except as Preserved). Subject to and expressly preserving the rights and claims described in Section 7 of this Agreement with respect to the Original 2024 Contract, this Agreement constitutes the entire agreement between the Parties with respect to the current terms and conditions of the Town Manager's

employment and supersedes all prior negotiations, representations, warranties, understandings, and agreements between the Parties, whether oral or written, relating to the subject matter hereof.

9.4 Amendment. This Agreement may be modified, altered, or amended only by a written instrument specifically identifying the provision(s) to be amended, duly executed by both the Town Manager and an authorized representative of the Town Council acting pursuant to appropriate resolution or vote.

9.5 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such finding shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

9.6 Waiver. The failure or delay of either Party to enforce any provision of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver of such provision, right, or remedy, or a waiver of any subsequent breach or default. All waivers must be in writing to be effective.

9.7 Notices. All notices, demands, requests, approvals, or other communications required or permitted under this Agreement shall be in writing and shall be deemed effectively delivered when delivered by (i) personal hand delivery; (ii) certified mail, return receipt requested, postage prepaid; or (iii) a recognized overnight courier service, in each case addressed as follows:

To the Town:	To the Town Manager:
Town of Mineral Town Council, 312 Mineral Ave, PO Box 316, Mineral, Virginia 23117	Cean Nicole Washington, 311 Mineral Ave, Mineral, Virginia 23117

Either Party may change its notice address by providing written notice to the other Party in accordance with this Section 9.7.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same binding instrument. Electronic signatures and facsimile signatures shall be deemed valid and binding to the same extent as original ink signatures.

9.9 Authority. The Town represents and warrants that the Town Council has duly authorized the execution, delivery, and performance of this Agreement by appropriate resolution or recorded vote (July 13, 2026 Town Council Meeting), and that the individuals executing this Agreement on behalf of the Town believe they have authority to bind the Town to the obligations contained herein.

9.10 Non-Discrimination. The Town shall not discriminate against the Town Manager in any aspect of employment on the basis of race, color, sex, gender, age, disability, national origin, religion, or any other characteristic protected by applicable federal, state, or local law, including without limitation Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the applicable provisions of the Code of Virginia.

9.11 At-Will Clarification. Nothing in this Agreement shall be construed to alter the general principles of Virginia employment law as they may otherwise apply; however, the specific termination provisions set forth in Section 6 of this Agreement, including, without limitation, the severance entitlement upon termination without cause as provided in Section 6.2, are expressly negotiated and agreed contractual obligations that are fully binding upon the Town and shall not be construed as inconsistent with Virginia employment law principles.

SIGNATURE BLOCK

Section E, Item 2.

IN WITNESS WHEREOF, the Parties have caused this Employment Contract to be executed by their duly authorized representatives as of the date first written above.

TOWN OF MINERAL, VIRGINIA

Name:

Michelle V Covert

Michelle Covert

Personnel Committee

Rebecca McGehee

Rebecca McGehee

Robert S Spedden Sr

Robert Spedden

Date:

07/14/2026



ATTEST:

Town Clerk

Teri Burns

Teri Burns

Date:

7-14-2026

[OFFICIAL TOWN SEAL]

TOWN MANAGER

Cean Nicole Washington

Cean Nicole Washington

Date:

7/14/26