

Town of Taylorsville



Town Council Regular Meeting

Town Council Chambers

Tuesday, January 7th, 2025, 5:30 p.m.

AGENDA

Call to Order, Invocation, Pledge of Allegiance

Adjustment and Approval of the Agenda – *Items will only be added or removed with the approval of the Mayor and Town Council.*

Request to Speak/Opportunity for Public Comment – *This is an opportunity for members of the public to express items of interest to the Mayor and City Council. This is not a time to respond or take action. Any necessary action will be taken under advisement. Speakers are asked to use proper decorum and to limit comments to no more than three minutes.*

Consent Agenda – The items of the Consent Agenda are adopted on a single motion and vote, unless the Mayor and City Council wish to withdraw an item for separate vote and/or discussion.

1. **Approval for Minutes:** Town Council will consider adopting the Regular Meeting minutes of the December 3rd, 2024, meeting.
2. **Approval for Minutes:** Town Council will consider adopting the Work Session minutes of the December 16th, 2024, meeting.

Business Items

1. **Annexation Public Hearing:** The Town Council will hold a public hearing to consider the annexation of property located at Alexander County tax parcel's 00017819, 0009979, 0009980, 0009981.
2. **Taylorsville Land Use Plan:** The Town Council will consider the adoption of the Taylorsville Land Use Plan.
3. **2025 Main Street Conference:** The Town Council will consider sending council members to attend the 2025 Main Street Conference in Mooresville, NC March 11th – 13th 2025.

4. **Resolution Declaring Surplus Property:** The Town Council will consider a resolution declaring a 1997 Chevrolet Truck, a 2013 Dell Server, and picnic tables from Matheson Park as surplus property and authorizing the disposal of surplus personal property.
5. **Downtown Traffic Study Agreement Modification:** The Town Council will consider a modification to the agreement between the Town of Taylorsville and J.M. Teague Engineering, PLLC to add additional services for a roundabout study within the downtown area.
6. **Budget Amendments:** The Town Council will consider three budget amendments for:
 - a. Additional Services to Downtown Traffic Study
 - b. Sale of 2009 Ford Crown Victoria #18311
 - c. Citizen Contribution to the town Christmas Tree
7. **Accounting Services Agreement:** The Town Council will consider entering into an agreement with GWI Tax & Accounting for preparation of annual financial statements, accounting services, and general accounting and advisory assistance.
8. **Staff Reports** – Staff Department Heads will report to the Town Council on their respective departments.

Town Managers Report

Next Meeting: Work Session January 21, 2025, at 2:00 PM.

Council General Discussion – This is an opportunity for the Mayor and City Council to ask questions for clarification, provide information to staff, request staff to report back, or place a matter on a future agenda.

Adjournment

TOWN BOARD MEETING – REGULAR MEETING

December 3, 2024

Present: Mayor George Holleman
Mayor Pro Tem Eric Bumgarner
Councilwoman Tamara Odom
Councilman Jack Simms
Councilwoman Kim Brown

The regular meeting was opened for business by Mayor Holleman at 5:30 p.m. The invocation was given by Mayor Holleman. The Pledge of Allegiance followed.

By unanimous approval the agenda was adopted.

Open Forum:

Town resident, Edd Elliott addressed the Town Council regarding the \$49,000.00 dollars spent for the Christmas tree to be placed on the county's park in the middle of town. He feels that tax dollars should have not been spent on this because it is not a service for the citizens. He states Taylorsville is a small town and does not have the funds to be spending like towns or cities with larger tax bases. "If people don't like the way Taylorsville is, then don't live here", he states. There were no other comments in open forum.

Consent Agenda:

A motion was made by Councilman Bumgarner and seconded by Councilwoman Odom to approve the following items:

1. Approval of regular meeting minutes from November 5th, 2024
2. Approval of work session minutes from November 18th, 2024

The motion was passed unanimously.

Business Items:

A motion was made by Councilman Simms and seconded by Councilwoman Brown to open the public hearing for consideration of adoption of an Ordinance designating the Downtown Taylorsville Historic District. The Local Historic Overlay District are within the same boundaries of the Downtown Taylorsville Historic District National Register boundary map. Local Historic Districts are zoning overlay districts created to protect and conserve the heritage and character of Alexander County. Historic Districts are areas defined by historic, architectural and/or cultural significance. The district encompasses the greater portion of five blocks extending north and east from the courthouse square and covering approximately 10.6 acres. The district boundary is drawn to include the concentration of largely intact commercial and governmental resources from the period 1906-1973 on Main Avenue, Main Avenue Drive, and Center Street. All exterior changes and alterations to local historic buildings and sites, excluding ordinary maintenance and repair, must receive a Certificate of Appropriateness from Alexander County Historic Preservation Commission. This is required to encourage design, whether contemporary or traditional, which is harmonious with the character of the historic district and to

ensure, insofar as possible, that buildings or structures in the historic district be in harmony with other buildings or structures located therein. Business owner Dereck Jones asked if the property owner could opt out of the historic overlay? The answer was no. No other comments were made and the public hearing was closed by a motion from Councilwoman Odom and seconded by Councilman Bumgarner. The motion passed unanimously.

A motion was made by Councilwoman Brown and seconded by Councilwoman Odom to adopt the Ordinance Designating A Local Historic District Downtown Taylorsville Historic District. The motion was passed unanimously. See attachment A, which is hereby incorporated and made a part of these minutes.

A motion was made by Councilman Bumgarner and seconded by Councilwoman Brown to appoint Ron Roseman as Chairperson for the Taylorsville ABC Board. The motion was passed unanimously.

Discussion was held regarding the board members of the Taylorsville ABC Board. Blake Watts declined the nomination for member on the ABC Board. Brent Icenhour verbally stated his desire to serve on the board. After discussion, a motion was made by Councilwoman Brown and seconded by Councilwoman Odom to appoint Jonathon Coley to serve on the Taylorsville ABC Board. The motion was passed unanimously.

A motion was made by Councilwoman Brown and seconded by Councilwoman Odom to approve the following members for the designated terms on the Taylorsville ABC Board. Ron Roseman for a 1-year term; Jason Durmire to a 2-year term; Jonathon Coley to a 3-year term. The motion was passed unanimously.

A motion was made by Councilwoman Brown and seconded by Councilwoman Odom to adopt a Resolution outlining how the sales profits from the Taylorsville ABC store, after deductions for costs of operations and state mandated distributions according to N.C.G.S. 18B-805, shall be restricted and distributed. They will be directed to the Town of Taylorsville general fund-fund balance account. The motion was passed unanimously. See attachment B, which is hereby incorporated and made a part of these minutes.

A motion was made by Councilwoman Brown and seconded by Councilman Bumgarner to approve the adoption of a Resolution directing the Town Clerk to investigate the sufficiency of a non-contiguous voluntary annexation petition received and to report back to the Town Council at the January 2025 meeting. Eagle Engineering has petitioned for annexation of an approximate 83-acre tract located off NC Hwy 16 South and Happy Plains Road in order to build a 191 home sub-division. The motion was passed unanimously. See attachment C, which are hereby incorporated and made a part of these minutes.

A motion was made by Councilman Bumgarner and seconded by Councilwoman Brown to set a public hearing on the question of the annexation for Tuesday, January 7, 2025 at 5:30 in the Council Chambers. The motion was passed unanimously.

A motion was made by Councilman Simms and seconded by Councilwoman Brown to approve

the adoption of the 2025 Town Holiday and meeting schedule as provided. The motion was passed unanimously. See attachment D, which is hereby incorporated and made a part of these minutes.

A motion was made by Councilman Bumgarner and seconded by Councilwoman Brown to approve the budget amendment for \$3,424.00 from fund balance to police capital outlay for the purpose of purchasing 2 radios. The motion was passed unanimously. See attachment E, which is hereby incorporated and made a part of these minutes.

Staff Reports:

Police Chief, Mike Millsaps.

There was a total of 605 calls last month. The Christmas parade is the first Saturday in December and a large crowd is expected requiring all available police presence.

Public Utilities Manager: Aaron Wike

Aaron Wike states that the new playground equipment installation is expected to be finished up next. The park will remain closed until the work is completed. We have received 2 bids for the removal of trees on 1st Street. Taylorsville Hometown Tree Service had the lowest bid and will begin removal soon and then the street will be repaired immediately afterwards.

Town Manager: Nathan Hester

Nathan Hester states that he has spoken with West Consultants, PLLC regarding the sidewalk design plans and they should be finished up next week. They are 95% complete and should go out for bids soon. He will be working with WPCOG on future funding projects made available for public works and infrastructure projects needed. A space analysis and feasibility study for the public works department and town hall will be needed. There has been \$18,500 donated towards the Christmas tree. The parade lineup will begin at 2:15 at the high school for those riding on the town float. The employee luncheon will be Monday December 23, 2024 at 12:00 for all employees.

Mayor Holleman mentioned the disaster relief funding in the NC state budget was for 1 billion because of waiting for congress to allocate additional FEMA disaster relief funding. Alexander County has also announced a new economic incentive program. The annual town /state dinner is planned for February 26, 2026 in Raleigh. This is a chance to talk with our area representatives.

Councilwoman Brown mentioned Hometown Christmas and the official lighting of the Christmas tree set for Thursday December 5, 2024 at 5:30pm. Many activities are planned including horse drawn carriage rides, music, walking bingo, pictures in the sleigh and with Santa along with the availability of food and beverage vendors along the streets.

Councilman Bumgarner personally thanked all the generous donations for sponsors of the Christmas tree.

Councilman Simms wishes all A Merry Christmas.

With no further business to discuss, the meeting was adjourned by a motion from Councilman Simms and seconded by Councilman Bumgarner at 6:20 pm.

Mayor

Councilman

Councilman

Councilman

Councilman

Attest: _____
Yolanda T. Prince, Town Clerk

WORKSHOP TOWN BOARD

December 16, 2024

Present Mayor George Holleman
Councilman Jack Simms
Councilwoman Kim Brown
Councilwoman Tamara Odom

Absent: Mayor Pro Tem Eric Bumgarner

The workshop was opened for discussion by Mayor Holleman at 3:00 p.m. The invocation was given by Councilman Simms and followed by the Pledge of Allegiance led by Councilwoman Brown.

Item #1 – Taylorsville ABC Board:

Town Manager, Nathan Hester opened discussion regarding the Taylorsville ABC Board. Since re-establishment of the ABC Board and the nomination of members to fill the board, there has been a resignation of an appointed member. Mr. Jonathan Coley was nominated to serve at the December 3, 2024 Town Council meeting; however, he respectfully resigned his position, sighting the inability to devote adequate time needed for the role. Christy Harrington, Director of the YMCA has expressed interest in serving on the Taylorsville ABC Board. Mr. Hester suggested Ms. Harrington to fill the 3rd member seat and would act as secretary for the Taylorsville ABC Board. He noted that the success of the newly re-established Taylorsville ABC Board as it works toward reopening the store and operating as an independent entity is critical. As this process evolves, he respectfully cautions the town board about the boundaries of oversight and clarified the council's role in this process to maintain legal compliance and organizational efficiency. The council's role regarding the ABC Board is crucial but specific: appointing qualified individuals to serve as board members and determining the allocation percentages from net sales revenues, as outlined by statute. Beyond these responsibilities, the day-to-day operations, decision-making, and guidance are the sole responsibility of the ABC Board. It is vital to allow these appointed members the autonomy to fulfill their duties without undue influence or micromanagement. No further discussion was held. A motion was made by Councilwoman Brown and seconded by Councilwoman Odom to nominate Ms. Christy Harrington as a member on the Taylorsville ABC Board. The motion was passed unanimously.

Item #2 - Police Department – Equipment purchase:

Town Manager, Nathan Hester discussed that the tasers and bullet proof vests for the police department are in need of replacement. Some have reached past the life expectancy as rated by the state. The needed equipment consists of 6 vests and 12 tasers. The option of purchasing in various quantities were discussed. A unanimous decision to purchase what is needed now for safety reasons was reached. A motion was made by Councilman Simms and seconded by Councilwoman Brown to approve the purchase of 12 tasers and 6 vest for a total of \$60,597.60 from fund balance was approved. The motion was passed unanimously. See attachment A, which is hereby incorporated and made a part of these minutes herein.

Town Manager's Report: Nathan Hester

Town Manager Hester mentioned that 2 Christmas lights are not working and are scheduled to be repaired as soon as possible. The sidewalk project should be getting underway very soon. The employee Christmas luncheon will be Monday December 23, 2024 at 12:00 noon. Interviews for the manager position at the ABC store will be conducted Tuesday December 17, 2024. Still working with the owner of the hospital property on the property.

Finance Director, Zach Greene:

We are making good headway on the FY2022-2023 audit. Hopefully it will be completed and able to be presented by the February 025 meeting and then will proceed into the FY 2023-2024 audit.

Councilwoman Brown thanked everyone for all their help with 2025 Hometown Christmas. It has been a success and continues to grown each year.

With no further topics, a motion was made by Councilman Simms and seconded by Councilwoman Odom to adjourn the workshop at 3:14 pm. The motion was passed unanimously.

Mayor

Councilman

Councilman

Councilman

Councilman

Attest: _____
Yolanda T. Prince, Town Clerk

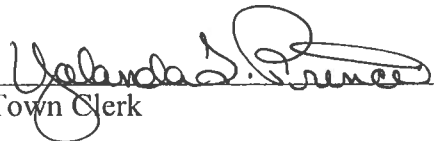
CERTIFICATE OF SUFFICIENCY

To the Town Council of the Town of Taylorsville, North Carolina.

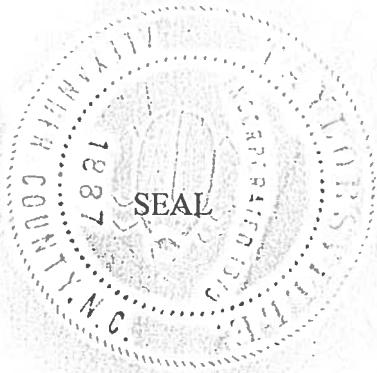
I, Yolanda Prince, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1.

The area proposed for annexation is described as follows: 83.854 acres located to the east of Happy Plains Road and being more particularly shown on that certain map prepared by Russell L. Whitehurst, Professional Land Surveyor, same being dated August 12, 2024 and entitled "Proposed Noncontiguous Town Limits Extension, Town of Taylorsville, Alexander County, North Carolina", known as The Woodlands. The annexation includes all of the parcels having PIN numbers on the Alexander County GIS Mapping System 3758-29-6885, 3759-20-6150, 3759-20-6374, 3758-39-1221, and 3758-19-7545 and a strip of land being 60 feet in width off of the southern portion of parcels 3758-49-3573 and 3758-49-8169.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Taylorsville, this 20th day of December, 2024.



Town Clerk



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-58.2**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition will be determined;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Taylorsville, North Carolina that:

A public hearing on the question of annexation of the non-contiguous area described herein will be held at the Taylorsville Town Hall at 5:30 p.m. on January 7, 2025.

The area proposed for annexation is described as follows:
83.854 acres located to the east of Happy Plains Road and being more particularly shown on that certain map prepared by Russell L. Whitehurst, Professional Land Surveyor, same being dated August 12, 2024 and entitled "Proposed Noncontiguous Town Limits Extension, Town of Taylorsville, Alexander County, North Carolina", known as The Woodlands. The annexation includes all of the parcels having PIN numbers on the Alexander County GIS Mapping System 3758-29-6885, 3759-20-6150, 3759-20-6374, 3758-39-1221, and 3758-19-7545 and a strip of land being 60 feet in width off of the southern portion of parcels 3758-49-3573 and 3758-49-8169.

**DESCRIPTION
EXHIBIT "A"**

Being all that parcel of land located in the Taylorsville Township, Alexander County, North Carolina and encompasses the lands of Martha G. Stikeleather as recorded in Book 670, Page 5 and Francis S. Stikeleather Jr. as recorded in Book 229, Page 191, Book 229, Page 193 and Book 229, Page 189, FD Charlotte Inc. as recorded in Book 670, Page 2159 and together with a portion of land along the Southern line of Catherine S. Burgess as recorded in Book 506, Page 359 and Book 307, Page 543 being more particular described as follows:

Beginning at an existing PK nail found on the centerline of Happy Plains Road (SR #1108), having North Carolina State Plane coordinates of N: 789600.2130' E: 1351531.9510' (NAD83/2011), being the Western most corner of Martha G.

Stikeleather designated as Tract 2 as recorded in Book 670, Page 5, said PK nail also being the Northwesterly corner of FD Charlotte, Inc. as recorded in Book 670, Page 2159, Plat Book 19, Page 214.

Thence, with said point and place of beginning North 20° 41' 14" East and following the centerline of Happy Plains Road (SR #1108) for a distance of 46.70 feet to an existing 5/8" rebar being the Southwestern corner of Darin Bumgarner and Brianna Bumgarner property as recorded in Book 645, Page 2499 designated as Tract 1 in Plat Book 9, Page 139.

Thence with the line of the aforementioned Darin Bumgarner and Brianna Bumgarner South 85° 02' 20" East for a distance of 337.02 feet to an existing 1/2" rebar being the southeastern corner of Michelle W. Presnell as recorded in Book 628, Page 1215 designated as Tract 2 in Plat Book 9, Page 139, said rebar being the Southwestern corner in common with Charles David Douglas as recorded in Book 375, Page 1749, said rebar also being the Tract 1 and Tract 2 division line of Martha G. Stikeleather as recorded in Book 670, Page 5.

Thence, with the line of the aforesaid Charles David Douglas and Martha G. Stikeleather South 85° 06' 24" East 145.08 feet to an existing 1/2" rebar.

Thence, North 06° 14' 09" East for a distance of 299.95 feet to an existing 1/2" rebar being the Northeast corner of the aforementioned Charles David Douglas.

Thence, with the common line Charles David Douglas, North 85° 02' 44" West for a distance of 145.29 feet to an existing 1/2" rebar in the Eastern line of Marsha Mitchell Bost as recorded in Book 367, Page 377 being designated as Lot 2 in Plat Book 19, Page 191.

Thence, with the line of Marsha Mitchell Bost North 06° 13' 56" East 621.95 feet to an existing 1/2" rebar in the line of Allen Heath Bost and Sonya Leigh Bost Kerley as recorded in Book 647, Page 1466.

Thence, with the line of Allen Heath Bost and Sonya Leigh Bost Kerley, South 85° 43' 36" East for a distance of 992.25 feet to an existing 1/2" rebar being the Southwest corner of Dallas A. Cambell and wife Nell A. Cambell as recorded in Deed Book 175, Page 408.

Thence, with the aforesaid line of Dallas A. Cambell and wife Nell A. Cambell, South 84° 27' 54" East for a distance of 894.46 feet to an existing 1/2" iron rod being the Northwest corner of Glenn Steven Mitchell as recorded in Book 285, Page 126 and Plat Book 15, Page 88.

Thence, with the aforesaid line of Glenn Steven Mitchell, South 01° 01' 10" West for a distance of 483.64 feet to an existing 1/2" rebar being the Northwest corner of Glenn

Steven Mitchell property recorded in Book 597, Page 669 being designated as Lot 2, Plat Book 15, Page 88.

Thence, South $00^{\circ} 02' 04''$ East 76.15 feet to an existing 1/2" rebar to the Southwest corner of Glenn Steven Mitchell and being the Northwest corner of Catherine S. Burgess as recorded in Book 506, Page 359 being designated as Lot 3, Plat Book 18, Page 47.

Thence with the aforementioned line of Catherine S. Burgess, South $00^{\circ} 52' 34''$ West for a distance of 492.02 feet to a point and continuing with the Southern portion of land across Catherine S. Burgess for the following nine (9) calls: (1) South $83^{\circ} 32' 42''$ East for a distance of 569.93 feet to a point; (2) South $83^{\circ} 34' 30''$ East for a distance of 124.79 feet to a point; (3) South $83^{\circ} 24' 16''$ East for a distance of 223.39 feet to a point; (4) South $83^{\circ} 35' 30''$ East for a distance of 210.68 feet to a point in the Westerly Margin of NC #16; (5) South $05^{\circ} 05' 59''$ West for a distance of 60.02 feet to an existing 1/2" rebar being the Northeastern corner of TKC CCLXX, LLC as recorded in Book 613, Page 384; (6) North $83^{\circ} 35' 30''$ West for a distance of 212.15 feet to an existing 1/2" rebar; (7) North $83^{\circ} 24' 16''$ West for a distance of 223.40 feet to an existing 1/2" rebar, being the Northwestern corner of the aforementioned TKC CCLXX, LLC and the Northeastern corner of Hayde Ray Hefner as recorded in Book 597, Page 1384; (8) Continuing thence with the line of the aforementioned Hefner North $83^{\circ} 34' 30''$ West for a distance of 124.70 feet to an existing 1/2" rebar; (9) North $83^{\circ} 32' 42''$ West for a distance of 564.10 feet to an existing bent 1/2" iron rod in the line of the aforementioned Martha G. Stikeleather, being the Northwest corner of Hayden Ray Hefner as recorded in Book 597, Page 1384 and designated as Tract 3, Plat Book 11, Page 225.

Thence, with said line the following three (3) calls: (1) South $00^{\circ} 52' 19''$ West for a distance of 89.95 feet to an existing bent 1/2" iron rod; (2) South $00^{\circ} 48' 54''$ West for a distance of 100.11 feet to an existing bent 1/2" iron rod; (3) South $04^{\circ} 20' 10''$ West for a distance of 471.71 feet to an existing 1/2" iron rebar being the Northwest corner of Hayden Ray Hefner as recorded in Book 643, Page 2105 being designated as Tract 2A, Plat Book 11, Page 225.

Thence, with the line of aforementioned Hayden Ray Hefner, South $04^{\circ} 18' 55''$ West for a distance of 364.43 to an existing 5/8" iron rod, Northeast corner of Jodie Ray Loudermilk, as recorded in Book 612, Page 1965, and Plat Book 5, Page 43.

Thence, with the line of aforementioned Loudermilk North $86^{\circ} 33' 52''$ West for a distance of 249.95 feet to an existing 1/2" pipe, Northwest corner of Jodie Ray Loudermilk as recorded in Book 368, Page 2250, and designated as Tract 2, Plat Book 5, Page 43, thence North $86^{\circ} 33' 52''$ West for a distance of 634.56 to an existing 5/8" rebar, Northwest corner of Jodie Ray Loudermilk as recorded in Book 657, Page

674 being the Northeast corner of Leah Benefield and husband Tyler Benefield as recorded in Book 657, Page 674, thence North 86° 33' 52" West for a distance of 229.98 feet to an existing 5/8" rebar in the eastern line of Carma C. Teague as recorded in Book 231, Page 983.

Thence, with the line of aforementioned Carma C. Teague the following three (3) calls: (1) North 04° 37' 28" West for a distance of 623.56 feet to an existing tack in stone; (2) North 49° 37' 28" West for a distance of 297.00 feet to a set 1/2" rebar; (3) North 87° 56' 21" West for a distance of 334.86 feet to an existing 1-1/2" pipe, being Northeast corner of Teresa Brown Johnson as recorded in Book 576, Page 1716, and Plat Book 4, Page 8.

Thence, with the line of aforementioned Teresa Brown Johnson North 87° 06' 36" West for a distance of 153.58 feet to an existing 1/2" rebar, being the Southeast corner of Hammer Hospitalities LLC., as recorded in Book 667, Page 2164, and designated as Lot 5, Plat Book 18, Page 227.

Thence, with the line of aforementioned Hammer Hospitalities LLC. the following five (5) calls: (1) North 06° 12' 00" East for a distance of 183.41 feet to an existing 1/2" rebar, Southeast corner of Hammer Hospitalities LLC. recorded in Book 667, Page 2164 and being designated as Lot 1, Plat Book 18, Page 227; (2) Continuing thence with said line North 06° 12' 00" East for a distance of 212.20 feet to a set 1/2" rebar as recorded in Book 670, Page 2159, Plat Book 19, Page 214 being the Southeastern corner of FD Charlotte Inc.(3) Continuing thence with the aforementioned FD Charlotte Inc. North 85° 02' 57" West for a distance of 135.63 feet to an existing 1/2" rebar being the Northwest corner of the Hammer Hospitalities LLC. designated as Lot 2 recorded in Book 667, Page 2164, Plat Book 18, Page 227 and Northeast corner of Hammer Hospitalities LLC. recorded in Book 667, Page 2164 being designated as Lot 1 recorded in Plat Book 18, Page 227; (4) Continuing thence North 85° 02' 57" West for a distance of 263.14 feet to an existing 1/2" rebar in the Easterly margin of Happy Plains Road; (5) North 85° 02' 57" West for a distance of 30.10 feet to a computed point in the centerline of Happy Plains Road.

Thence with the centerline of Happy Plains Road for the following two (2) calls: (1) North 20° 30' 16" East for a distance of 29.22 feet to a computed point; (2) North 19° 06' 56" East for a distance of 7.00 feet to an existing PK nail found, being the point and place of beginning.

The parcel as described contains 83.854 acres, more or less. All as shown on that certain Proposed Town Limits Extension survey prepared by Eagle Engineering, Inc, (Russell L. Whitehurst, PLS) and dated August 12th, 2024.

Notice of the public hearing shall be published in The Taylorsville Times, a newspaper having general circulation in the Town of Taylorsville, at least ten (10) days prior to the date of the public hearing.

Mayor

ATTEST:

Clerk

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF TAYLORSVILLE, NORTH CAROLINA**

WHEREAS, the Town Board has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Town Board has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at the Town Hall at 5:30 o'clock, p.m. on the on the 7th day of January 2025; and

WHEREAS, the Town Board finds that the area described therein meets the standards of G.S. 160A-58.1(b), to wit:

- a. The nearest point on the proposed satellite corporate limits is not more that three (3) miles from the corporate limits of the Town;
- b. No point on the proposed satellite corporate limits is closer to another municipality than to the Town;
- c. The area described is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;

WHEREAS, the Town of Taylorsville further finds that the petition has been signed by all owners of real property in the area who are required by law to sign; and

WHEREAS, the Town of Taylorsville further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town and of the area proposed for annexation will be best served by annexing the area described;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Taylorsville, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-58.2, the following described non-contiguous territory is hereby annexed and made part of the Town of Taylorsville, as of: January 7, 2125

DESCRIPTION

The area proposed for annexation is described as follows:
83.854 acres located to the east of Happy Plains Road and being more particularly shown on that certain map prepared by Russell L. Whitehurst, Professional Land Surveyor, same being dated August 12, 2024 and entitled "Proposed Noncontiguous Town Limits Extension, Town of Taylorsville, Alexander County, North Carolina", known as The Woodlands. The annexation includes all of the parcels having PIN numbers on the Alexander County GIS Mapping System 3758-29-6885, 3759-20-6150, 3759-20-6374, 3758-39-1221, and 3758-19-7545 and a strip of land being 60 feet in width off of the southern portion of parcels 3758-49-3573 and 3758-49-8169.

DESCRIPTION
Exhibit "A"

Being all that parcel of land located in the Taylorsville Township, Alexander County, North Carolina and encompasses the lands of Martha G. Stikeleather as recorded in Book 670, Page 5 and Francis S. Stikeleather Jr. as recorded in Book 229, Page 191, Book 229, Page 193 and Book 229, Page 189, FD Charlotte Inc. as recorded in Book 670, Page 2159 and together with a portion of land along the Southern line of Catherine S. Burgess as recorded in Book 506, Page 359 and Book 307, Page 543 being more particular described as follows:

Beginning at an existing PK nail found on the centerline of Happy Plains Road (SR #1108), having North Carolina State Plane coordinates of N: 789600.2130' E: 1351531.9510' (NAD83/2011), being the Western most corner of Martha G. Stikeleather designated as Tract 2 as recorded in Book 670, Page 5, said PK nail also being the Northwesterly corner of FD Charlotte, Inc. as recorded in Book 670, Page 2159, Plat Book 19, Page 214.

Thence, with said point and place of beginning North 20° 41' 14" East and following the centerline of Happy Plains Road (SR #1108) for a distance of 46.70 feet to an existing 5/8" rebar being the Southwestern corner of Darin Bumgarner and Brianna Bumgarner property as recorded in Book 645, Page 2499 designated as Tract 1 in Plat Book 9, Page 139.

Thence with the line of the aforementioned Darin Bumgarner and Brianna Bumgarner South 85° 02' 20" East for a distance of 337.02 feet to an existing 1/2" rebar being the southeastern corner of Michelle W. Presnell as recorded in Book 628, Page 1215 designated as Tract 2 in Plat Book 9, Page 139, said rebar being the Southwestern corner in common with Charles David Douglas as recorded in Book 375, Page 1749, said rebar also being the Tract 1 and Tract 2 division line of Martha G. Stikeleather as recorded in Book 670, Page 5.

Thence, with the line of the aforesaid Charles David Douglas and Martha G. Stikeleather South 85° 06' 24" East 145.08 feet to an existing 1/2" rebar.

Thence, North 06° 14' 09" East for a distance of 299.95 feet to an existing 1/2" rebar being the Northeast corner of the aforementioned Charles David Douglas.

Thence, with the common line Charles David Douglas, North 85° 02' 44" West for a distance of 145.29 feet to an existing 1/2" rebar in the Eastern line of Marsha Mitchell Bost as recorded in Book 367, Page 377 being designated as Lot 2 in Plat Book 19, Page 191.

Thence, with the line of Marsha Mitchell Bost North 06° 13' 56" East 621.95 feet to an existing 1/2" rebar in the line of Allen Heath Bost and Sonya Leigh Bost Kerley as recorded in Book 647, Page 1466.

Thence, with the line of Allen Heath Bost and Sonya Leigh Bost Kerley, South 85° 43' 36" East for a distance of 992.25 feet to an existing 1/2" rebar being the Southwest corner of Dallas A. Cambell and wife Nell A. Cambell as recorded in Deed Book 175, Page 408.

Thence, with the aforesaid line of Dallas A. Cambell and wife Nell A. Cambell, South 84° 27' 54" East for a distance of 894.46 feet to an existing 1/2" iron rod being the Northwest corner of Glenn Steven Mitchell as recorded in Book 285, Page 126 and Plat Book 15, Page 88.

Thence, with the aforesaid line of Glenn Steven Mitchell, South 01° 01' 10" West for a distance of 483.64 feet to an existing 1/2" rebar being the Northwest corner of Glenn Steven Mitchell property recorded in Book 597, Page 669 being designated as Lot 2, Plat Book 15, Page 88.

Thence, South 00° 02' 04" East 76.15 feet to an existing 1/2" rebar to the Southwest corner of Glenn Steven Mitchell and being the Northwest corner of Catherine S. Burgess as recorded in Book 506, Page 359 being designated as Lot 3, Plat Book 18, Page 47.

Thence with the aforementioned line of Catherine S. Burgess, South 00° 52' 34" West for a distance of 492.02 feet to a point and continuing with the Southern portion of land across

Catherine S. Burgess for the following nine (9) calls: (1) South $83^{\circ} 32' 42''$ East for a distance of 569.93 feet to a point; (2) South $83^{\circ} 34' 30''$ East for a distance of 124.79 feet to a point; (3) South $83^{\circ} 24' 16''$ East for a distance of 223.39 feet to a point; (4) South $83^{\circ} 35' 30''$ East for a distance of 210.68 feet to a point in the Westerly Margin of NC #16; (5) South $05^{\circ} 05' 59''$ West for a distance of 60.02 feet to an existing 1/2" rebar being the Northeastern corner of TKC CCLXX, LLC as recorded in Book 613, Page 384; (6) North $83^{\circ} 35' 30''$ West for a distance of 212.15 feet to an existing 1/2" rebar; (7) North $83^{\circ} 24' 16''$ West for a distance of 223.40 feet to an existing 1/2" rebar, being the Northwestern corner of the aforementioned TKC CCLXX, LLC and the Northeastern corner of Hayde Ray Hefner as recorded in Book 597, Page 1384; (8) Continuing thence with the line of the aforementioned Hefner North $83^{\circ} 34' 30''$ West for a distance of 124.70 feet to an existing 1/2" rebar; (9) North $83^{\circ} 32' 42''$ West for a distance of 564.10 feet to an existing bent 1/2" iron rod in the line of the aforementioned Martha G. Stikeleather, being the Northwest corner of Hayden Ray Hefner as recorded in Book 597, Page 1384 and designated as Tract 3, Plat Book 11, Page 225.

Thence, with said line the following three (3) calls: (1) South $00^{\circ} 52' 19''$ West for a distance of 89.95 feet to an existing bent 1/2" iron rod; (2) South $00^{\circ} 48' 54''$ West for a distance of 100.11 feet to an existing bent 1/2" iron rod; (3) South $04^{\circ} 20' 10''$ West for a distance of 471.71 feet to an existing 1/2" iron rebar being the Northwest corner of Hayden Ray Hefner as recorded in Book 643, Page 2105 being designated as Tract 2A, Plat Book 11, Page 225.

Thence, with the line of aforementioned Hayden Ray Hefner, South $04^{\circ} 18' 55''$ West for a distance of 364.43 to an existing 5/8" iron rod, Northeast corner of Jodie Ray Loudermilk, as recorded in Book 612, Page 1965, and Plat Book 5, Page 43.

Thence, with the line of aforementioned Loudermilk North $86^{\circ} 33' 52''$ West for a distance of 249.95 feet to an existing 1/2" pipe, Northwest corner of Jodie Ray Loudermilk as recorded in Book 368, Page 2250, and designated as Tract 2, Plat Book 5, Page 43, thence North $86^{\circ} 33' 52''$ West for a distance of 634.56 to an existing 5/8" rebar, Northwest corner of Jodie Ray Loudermilk as recorded in Book 657, Page 674 being the Northeast corner of Leah Benefield and husband Tyler Benefield as recorded in Book 657, Page 674, thence North $86^{\circ} 33' 52''$ West for a distance of 229.98 feet to an existing 5/8" rebar in the eastern line of Carma C. Teague as recorded in Book 231, Page 983.

Thence, with the line of aforementioned Carma C. Teague the following three (3) calls: (1) North $04^{\circ} 37' 28''$ West for a distance of 623.56 feet to an existing tack in stone; (2) North $49^{\circ} 37' 28''$ West for a distance of 297.00 feet to a set 1/2" rebar; (3) North $87^{\circ} 56' 21''$ West for a distance of 334.86 feet to an existing 1-1/2" pipe, being Northeast corner of Teresa Brown Johnson as recorded in Book 576, Page 1716, and Plat Book 4, Page 8.

Thence, with the line of aforementioned Teresa Brown Johnson North $87^{\circ} 06' 36''$ West for a distance of 153.58 feet to an existing 1/2" rebar, being the Southeast corner of Hammer

Hospitalities LLC., as recorded in Book 667, Page 2164, and designated as Lot 5, Plat Book 18, Page 227.

Thence, with the line of aforementioned Hammer Hospitalities LLC. the following five (5) calls: (1) North 06° 12' 00" East for a distance of 183.41 feet to an existing 1/2" rebar, Southeast corner of Hammer Hospitalities LLC. recorded in Book 667, Page 2164 and being designated as Lot 1, Plat Book 18, Page 227; (2) Continuing thence with said line North 06° 12' 00" East for a distance of 212.20 feet to a set 1/2" rebar as recorded in Book 670, Page 2159, Plat Book 19, Page 214 being the Southeastern corner of FD Charlotte Inc.(3) Continuing thence with the aforementioned FD Charlotte Inc. North 85° 02' 57" West for a distance of 135.63 feet to an existing 1/2" rebar being the Northwest corner of the Hammer Hospitalities LLC. designated as Lot 2 recorded in Book 667, Page 2164, Plat Book 18, Page 227 and Northeast corner of Hammer Hospitalities LLC. recorded in Book 667, Page 2164 being designated as Lot 1 recorded in Plat Book 18, Page 227; (4) Continuing thence North 85° 02' 57" West for a distance of 263.14 feet to an existing 1/2" rebar in the Easterly margin of Happy Plains Road; (5) North 85° 02' 57" West for a distance of 30.10 feet to a computed point in the centerline of Happy Plains Road.

Thence with the centerline of Happy Plains Road for the following two (2) calls: (1) North 20° 30' 16" East for a distance of 29.22 feet to a computed point; (2) North 19° 06' 56" East for a distance of 7.00 feet to an existing PK nail found, being the point and place of beginning.

The parcel as described contains 83.854 acres, more or less. All as shown on that certain Proposed Town Limits Extension survey prepared by Eagle Engineering, Inc, (Russell L. Whitehurst, PLS) and dated August 12th, 2024.

Section 2. Upon and after the 7th of January 2025, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Taylorsville and shall be entitled to the same privileges and benefits as other parts of the Town of Taylorsville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Taylorsville shall cause to be recorded in the office of the Register of Deeds of Alexander County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Section 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Town of Taylorsville.

ADOPTED THIS 7th DAY OF January, 2025.

Mayor

ATTEST:

Clerk

**RESOLUTION DECLARING SURPLUS PROPERTY AND
AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY**

WHEREAS, the Town Council of the Town of Taylorsville desires to declare said property surplus and dispose in accordance with the North Carolina General Statutes; and

WHEREAS, the Town Council of the Town of Taylorsville hereby declares surplus the following described property within the Public Works Dept.:

- A. 1997 Chevy truck VIN#1GCHK33R6VF033968
- B. 2013 Dell Server Serial# CG8BRW1
- C. Matheson Park picnic tables

WHEREAS, North Carolina G.S. 160A-266(a-c) allows the Town to dispose of real or personal property belonging to the town, subject to limitations and according to procedures prescribed therein, by: (1) Private negotiation and sale; (2) Advertisement for sealed bids; (3) Negotiated offer, advertisement, and upset bid; (4) Public auction; (5) Exchange.

WHEREAS, North Carolina G.S. 160A-266(d) allows the Town to discard any personal property that: (i) is determined to have no value; (ii) remains unsold or unclaimed after the Town has exhausted efforts to sell the property using any applicable procedure under this Article; or (iii) poses a potential threat to the public health or safety;

WHEREAS, the referenced statute does not require the Town to publish notice of the intent to declare or discard surplus property that has no value;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Taylorsville declares the personal property as surplus and authorizes the following:

- Item A. Offer for sale on GovDeals
- Item B. The property has no value and is to be discarded according to the referenced statutes;
- Item C. The property has no value other than the scrap metal and is to be discarded according to the referenced statutes;

Adopted by the Town Council of the Town of Taylorsville this 3rd day of September, 2024.

George B. Holleman, Mayor

Attest: _____
Yolanda T. Prince, Town Clerk



11555 North Main Street
 Waynesville, NC 28786
 (P) 828.456.8383
 (F) 828.456.8797
 www.jmteagueengineering.com

**MODIFICATION OF AGREEMENT
 Number 1**

JMTE: WAYN 1545 Town of Taylorsville Roundabout Study

This Modification of Agreement is made, entered into, and effective this ___ day of _____, 2025.

In accordance with the Client and Engineer Professional Services Agreement ("AGREEMENT") with an Effective Date of August 7, 2024, by and **between J.M. Teague Engineering, PLLC ("ENGINEER") and Town of Taylorsville ("Client")** the parties hereby agree to modify the Services (as defined therein) as follows:

Description of Additional Services:

- Two additional turn-movement counts at NC 90 and Main Avenue Drive and NC 90 and Main Avenue Drive/Linneys Mountain Rd. (the original four study intersections remain),
- Synchro and simulation modeling of the six roundabouts,
- Draft technical memorandum, and
- Sealed technical memorandum

Total Price for Additional Services : \$6,000

Total Contract amount including this Modification Agreement and any prior Modifications or Change Orders \$24,100

Please Note: This Modification of Agreement does not replace the original agreement and should be considered an addendum to the original agreement. All other terms and conditions are unchanged and remain in full force and effect.

ENGINEER
 Signature: _____
 Title: _____
 Date: _____

CLIENT
 Signature: _____
 Title: _____
 Date: _____

Date Approved:

Town of Taylorsville
BUDGET AMENDMENT

Distribution:

Original - Town Clerk

Copy - Town Manager/Board of Commissioners

FUND	General Fund	FUNCTION	PROGRAM AREA	ACTIVITY
		Amendment		

The following amendment(s) is required:

Taylorsville Roundabout Study

Account # and Title	Amount	Account # and Title	Amount
10.3990.0100 General Fund - Fund Balance	\$6,000.00	10.5600.4505 Contracted Services - Engineering	\$6,000.00
Total	\$6,000.00	Total	\$6,000.00

Reason and justification for Amendment:

Two additional turn-movement counts at NC 90 and Main Avenue Drive and NC 90 and Main Avenue / Linnets Mountain Rd.

Department Head Approval	Date	Finance Director Review	Date
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Date Approved:

Town of Taylorsville
BUDGET AMENDMENT

Distribution:

Original - Town Clerk

Copy - Town Manager/Board of Commissioners

FUND	FUNCTION	PROGRAM AREA	ACTIVITY
	Amendment		

The following amendment(s) is required: Sale of 2009 Ford Crown Victoria
#18311

Account # and Title	Amount	Account # and Title	Amount
10.3830.0000 Sale of Fixed Assets	\$725.00	10.5100.7401 Capital Outlay	\$725.00
Total	\$725.00	Total	\$725.00

Reason and justification for Amendment:

Department Head Approval	Date	Finance Director Review	Date
--------------------------	------	-------------------------	------

Date Approved:

Town of Taylorsville
BUDGET AMENDMENT

Distribution:

Original - Town Clerk

Copy - Town Manager/Board of Commissioners

FUND	FUNCTION	PROGRAM AREA	ACTIVITY
	Amendment		

The following amendment(s) is required:

Receipt in citizen contribution for the Town's Christmas Tree

Account # and Title	Amount	Account # and Title	Amount
10.3350.0235 Citizen Contribution - Christmas Tree	\$4,730.00	10.4100.7400 Capital Outlay - Christmas Tree	\$4,730.00
Total	\$4,730.00	Total	\$4,730.00

Reason and justification for Amendment:

Department Head Approval	Date	Finance Director Review	Date
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December 10, 2024

Town of Taylorsville, North Carolina
67 Main Avenue Drive
Taylorsville, NC 28681

Attention: Nathan Hester, Town Manager
Zachary Greene, Finance Director

We are prepared to provide a full range of accounting and consulting services to Town of Taylorsville, NC (the “Town”) contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from GWI Tax and Accounting, A Member of Aline Accounting Partners (the “Firm”), the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

SCOPE OF SERVICES

The scope of professional services that are available and can be provided to the Town are outlined below under the heading Scope of Available Services. While this listing includes a range of services available from the Firm, the **specific** initial services requested to be provided at the current time are separately identified under the heading **Initial Services Requested**. Any additional services that are available from the Firm beyond these initially requested services can be provided upon subsequent specific request and agreement.

SCOPE OF AVAILABLE SERVICES

Preparation of Annual Financial Statements
Accounting Services
General Accounting and Advisory Assistance

INITIAL SERVICES REQUESTED

We will prepare the annual financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Town as of and for the year ended June 30, 2023 and the related notes to the financial statements which collectively comprise the Town’s basic financial statements. In addition, we will prepare the Town’s Annual Financial Information Report (AFIR). In conjunction with the annual financial statement preparation, we will provide your auditor with schedules supporting the footnotes in the financial statements that they will audit and coordinate the answers to questions they may have regarding such schedules.

THE FIRM'S RESPONSIBILITIES

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

MANAGEMENT RESPONSIBILITIES

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements*
- b. The prevention and detection of fraud*
- c. To ensure that the entity complies with the laws and regulations applicable to its activities*
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements*
- e. To provide us with:*
 - i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,*
 - ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and*
 - iii. Unrestricted access to persons within the Town of whom we determine necessary to communicate.*

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

ACCESS TO WORKING PAPERS AND REPORTS

Any working papers prepared by the Firm in connection with performing the financial statement preparation and other professional services are the property of the Firm. Upon request, copies of any or all working papers

and reports that we consider nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from the Firm.

CONFIDENTIALITY

During the course of this engagement we may have access to proprietary information of the Town, including, without limitations, oral and written information and material concerning or pertaining to the Town's trade secrets, business methods, plans and/or projects. I acknowledge that such information, regardless of its form, is confidential and proprietary to the Town, and that I shall not use, copy, or disclose the information in whole or in part in any manner or to any person or entity without the express prior written consent of a duly authorized officer of the Town.

FEES AND COSTS

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by the Firm in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Audit preparation \$150
- Writing financial statements \$150
- Bookkeeping services \$120

Because the Firm has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does the Firm have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. However, for your purchase order preparation purposes, we estimate that the fees for the services anticipated at this time, as defined in the Scope of Services section of this letter, will approximate \$12,100.

Payment for services is due when rendered and interim billings will be submitted as work progresses and expenses incurred. Invoices are payable upon presentation. If payment is to be made by check, the check shall be mailed to GWI Tax and Accounting, 9650 Strickland Road, Suite 103-268, Raleigh, NC 27615. If payment is to be made by ACH, then payment shall be made to the bank account the Firm provides to you by a password protected PDF file which you should verbally confirm with the Firm before the initial payment is remitted. Any correspondence changing the means of payment shall be verbally confirmed with the Firm by the Town before such change is made and payment remitted.

In the event the Town hires a contractor/employee of the Firm, the Town agrees to pay the firm a one-time fee of 25% of the annual compensation the Town has offered to the contractor/employee. This fee will not be limited by the maximum billing threshold in the previous paragraph.

The Firm may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

OTHER MATTERS

Unless you indicate otherwise, the Firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have secured confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

In addition, in the event the Firm or any of its employees or agents is called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to the Firm, or any documents and work papers prepared by the Firm in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates specified in our engagement letter, as well as any legal or other fees that we incur as a result of such appearance or production of documents, to the extent we are acting on behalf of the Town and at the direction of management, the Town agrees to indemnify us for any damages that may result from our good faith actions.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting confidential documents. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Billings become delinquent if not paid within thirty days of the invoice date. If billings are past due in excess of thirty days, at our election, we may stop all work until your account is brought current or withdraw from this engagement. The Town acknowledges and agrees that we are not required to continue work in the event of the Town's failure to pay on a timely basis for services rendered as required by this engagement letter. The Town further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the Town's failure to pay on a timely basis for services rendered as required by this engagement letter, we will not be liable for any damages that occur as a result of our ceasing to render services.

