Town of Taylorsville

TOWN COUNCIL WORK SESSION

Town Council Chambers

Tuesday, August 18th, 2026, at 2:00 p.m.

Prepared By: Christina Childers

Present: Mayor Pro Tem Eric Bumgarner
Councilman Jack Simms
Councilwoman Tamara Odom

Absent: Mayor George Holleman
Councilwoman Kim Brown

Call to Order, Invocation, Pledge of Allegiance: **Mayor Pro Tem Eric Bumgarner**

The Town Council work session was called to order on Tuesday, August 18th, at 2:00 pm by Mayor Pro Tem Eric Bumgarner. Invocation was given by Mayor Pro Tem Eric Bumgarner followed by the Pledge of Allegiance led by Councilwoman Tamara Odom

1. **Resolution Declaring Surplus Property** **N. Hester, Town Manager**

Town Manager Nathan Hester presented a proposed resolution authorizing the sale of a non-operational 2003 Ford Crown Victoria through GovDeals.com. Councilmember Jack Simms inquired about the anticipated sale price of the vehicle. Police Chief Millsaps and Public Works Director Aaron Wike estimated that the Town could receive approximately $2,000 to $3,000 from the sale. Mr. Hester advised that the Town Council would determine how the proceeds from the sale would be allocated.

A motion to approve the resolution declaring surplus of 2003 Ford Crown Victoria was made by Councilmember Tamara Odom, seconded by Councilmember Jack Simms, and approved unanimously. (See attachment A, which is hereby incorporated and made a part of these minutes.)

2. Police Department Grant Consultant Contract **M. Millsaps, Police Chief**

Town Manager Nathan Hester and Police Chief Michael Millsaps presented the proposed Police Department Grant Consultant Contract with Daniel Miglin. The contract would provide assistance in identifying and applying for State and Federal grants to support the purchase of police vehicles and equipment, as well as potentially fund additional personnel positions.

Mr. Hester and Chief Millsaps noted that Mr. Miglin has an established track record of assisting public safety agencies with grant funding. Mr. Miglin was present at the meeting to answer questions from the Town Council.

Councilman Eric Bumgarner asked Mr. Miglin how confident he was that the Town would receive at least the amount invested in the consulting services through grant funding and requested examples of the types of funding for which the Town could apply.

Mr. Miglin stated that he was very confident in the potential return on the Town's investment. He explained that he has been involved in grant writing for public service agencies, including fire and police departments, since 2004. Prior to entering grant consulting, Mr. Miglin served as a lieutenant with the Statesville and Mooresville Police Departments.

Mr. Miglin advised that he currently works as a Public Safety Specialist with The Ferguson Group, an advocacy and grant specialty firm located in Washington, D.C. He noted that, during the current year, he assisted the Town of Catawba in securing an earmark to replace its police vehicles.

Mr. Miglin explained that he does not receive a percentage or commission from any grant funds secured through his efforts. He stated that because the Town has not previously received significant Federal grants specifically tailored to its Police Department, Taylorsville could be well positioned when applying for certain Federal funding opportunities.

Mr. Miglin further explained that he has access to grant opportunities as soon as they are released and would provide those opportunities to the Police Chief. His goal would be to work with the Police Department to identify its highest-priority needs, which could include technology, radios, body cameras, dash cameras, Flock cameras, vehicles, equipment, and personnel.

Mr. Miglin advised that certain funding opportunities are available at both the State and Federal levels, allowing the Town to pursue multiple funding sources and potentially accept the funding source that responds first.

Mr. Miglin stated that his current grant success rate is approximately **74%**, compared to an estimated 35% to 40% success rate for other grant writers.

Councilmember Jack Simms confirmed that the amount that is paid weekly would not exceed the $300.00 which was confirmed by Mr. Miglin. Mr. Simms asked Town Manager Nathan Hester why the funds could not come out of TDA.

Town Manager Nathan Hester advised Councilmember Simms that the TDA is a separate organization and those funds are to help promote economic development projects. The TDA is to promote small and Commercial business and to improve our tax base and economic vitality in our communities.

Councilmember Jack Simms asked Finance Director Kimberly Sager if we have the money in the budget to cover this. Mrs. Sager advised that it would be taken out of the Contract Services and as we get grants we may have some budget amendment to take it out of things that we have proposed to buy instead.

A motion to approve the Police Department Grant Consultant Contract was made by Councilmember Jack Simms, seconded by Councilmember Tamara Odom, and approved unanimously. (See attachment B, which is hereby incorporated and made a part of these minutes.)

3. WPCOG Building Reuse Grant Administration Contract **N. Hester, Town Manager**

Town Manager Nathan Hester presented the proposed agreement with the Western Piedmont Council of Governments (WPCOG) for administration of the Building Reuse Grant. Mr. Hester explained that the agreement does not modify any existing grant terms and is intended to authorize WPCOG to assist the Town with grant administration, including maintaining required documentation and records for the duration of the grant.

Councilmember Eric Bumgarner confirmed that the Building Reuse Grant itself had previously been approved by the Town Council.

A motion to approve the proposed agreement with the Western Piedmont Council of Governments for administration of the Building Reuse Grant was made by Councilmember Tamara Odom, seconded by Councilmember Jack Simms, and approved unanimously. (See attachment C, which is hereby incorporated and made a part of these minutes.)

4. Town of Taylorsville Economic Development Grants Discussion **N. Hester, Town Manager**

Town Manager Nathan Hester presented information regarding three economic development grant opportunities available to the Town of Taylorsville.

- Storefront Improvement Incentive Grant:
  This grant is Up to $2,500/yr (façade) + $1,000 (rear) + $1,000 (signage); $5,000/yr cap; $15,000 lifetime cap per building (not owner). It is eligible to Commercial property owners, or tenants with owner consent, within the Downtown Taylorsville boundary; current on taxes/utilities. Eligible improvements must be permanent, constructed by a licensed contractor, public-facing, and historically appropriate: façade rehabilitation, architectural features, repainting of previously painted surfaces, traditional signage, and exterior lighting or streetscape elements. Interior work, new construction, and improvements using non-historic materials are not eligible.

- Pubic Art Incentive Grant:
  This grant is up to $5,000 per project; 5-year maintenance commitment. It is eligible to property owners, tenants with permission, nonprofits, schools, civic groups, individual artists, or artist led teams. Eligible project types include Murals, sculptures, mixed-media installations, mosaic/tile/glass artwork, artist-designed functional elements (benches, planters, railings, lighting, signage), and community-created art led by a Professional Artist. All work must be visible

from a public right-of-way or public space and use durable, safe materials. Artwork may not advertise a private business, duplicate standard architectural or landscaping elements, or violate NCDOT signage restrictions. Applicants must provide a maintenance plan and commit to maintaining the artwork for 5 years.

Councilman Eric Bumgarner commented that a business owner could not simply paint the side of a building themselves in order to qualify for the proposed grant and that the artwork would need to be professionally completed.

Town Manager Nathan Hester confirmed that the artwork would need to demonstrate a professional level of quality. He clarified that the artist would not necessarily need to be a renowned or nationally recognized professional artist, but should have a demonstrated history of producing professional artwork.

Councilwoman Tamara Odom asked whether an artist such as Keyleigh would qualify, given her demonstrated experience and portfolio of artwork. Mr. Hester advised that she would qualify under the proposed criteria.

Councilman Jack Simms asked whether the property would need to be located within the Town limits and referenced the Town's Barn Art display as an example. Mr. Hester confirmed that the proposed Public Art Incentive would apply to properties within the downtown area. He further stated that, although the Barn Art display is located on a county-owned building, he believed Alexander County would allow the Town to continue the Barn Art program and that the project could qualify for the Public Art Incentive.

Mr. Hester advised that he would like the Town Council to hold a public hearing to consider adopting a resolution establishing the proposed economic development grant programs. Following adoption, the grant programs would be provided to the Taylorsville Downtown Development Association (TDA) for administration, including oversight and direction of the grant funding.

Mr. Hester stated that he would like to continue requesting an annual allocation of $150,000 for economic development grant funding, which would be provided to the TDA each year for administration of the programs.

Councilman Simms asked whether the proposed grants would be structured as a 50/50 match, with 50% of the funding provided through the TDA. Mr. Hester confirmed that the Town's portion administered through the TDA would provide the 50% match.

Councilwoman Tamara Odom commented that the proposed improvements and incentives addressed concerns she has heard from citizens repeatedly over the years and identified them as being among the top three priorities expressed by citizens, aside from parking.

- Vacant Building Activation Incentive Grant:
  This grant is up to $5,000/building/yr; $15,000 lifetime cap. This grant is eligible to owners, or prospective tenants (owner co-signs), of buildings vacant 3+ months; current on taxes/utilities. This is Town wide and not just downtown. Eligible improvements include key building systems and interior infrastructure that make a commercial space safe and usable, including HVAC plumbing, and electrical upgrades, as well as fire suppression systems needed to bring a building up to code.

ADA accessibility improvements and structural stabilization work are also covered, helping ensure buildings are both safe and accessible to the public.

Councilmember Jack Simms asked if Apple City Herbs building qualify and per Public Works director it is not within the city limits and would not qualify. Mr. Simms asked if this would be brought before at the next meeting and Mr. Hester confirmed it would be on the agenda in September and that no action was needed at this time as it was just a discussion to put it in front of council for you to ask questions.

5. Multi-Family Dwellings; Multi-Purpose Buildings – Utility Billing N. Hester, Town Manager

Town Manager Nathan Hester presented information regarding utility billing for multi-family dwellings and multi-purpose buildings. Mr. Hester advised that we currently have 4 multi-family dwellings, Ridgecrest, Ridgeway, Crest Knolls and Mountain Woods. Currently all of them have a master meter and are billed a min per door plus whatever gallon usage except for Ridgecrest. Ridgecrest currently is only billed by usage since early 2000. According to records there was no written contract with Frankie Keever to be billed this way so adjusting the billing to match how all other Multi-Family/ Multi-Purpose buildings are billed will fall under Ordinance 21.4 that has been in place since 1954. Mr. Hester has written a formal letter to Keever explaining the new billing rate moving forward that will start with the October 15th reading and will be on the December bill and they would not have and penalties.

Councilmember Bumgarner asked if a formal letter has already been mailed and Mr. Hester advised that it was written but would not been mailed until he made council aware of this issue.

Councilmember Simms asked if this will be passed on to the residents which are mostly on Section A Housing and was advised most likely yes, however Councilmember Bumgarner advised that other multi-family dwellings are billed this way and are also on Section A Housing.

Councilmembers unanimously agreed that all billing needs to be done the same for all multi-family/ multi-purpose buildings.

Staff Reports:

<u>Finance:</u>

Finance Director Kimberly Sager presented updated expenditures to councilmembers for June and advised that this is close to what the auditors will receive. The audit is to start the early October and is to be complete on time by December 31st 2026.

<u>Public Works:</u>

Public Works Director Aaron Wike provided an update on several upcoming Public Works projects. He advised that he spoke with West Consultants on the streets and sidewalks projects and there's a little over $200,000 left in it after all was said and done. Mr. Wike advised that the Town is exploring options for resurfacing Callaway Drive and determining the cost of completing the median project. Options include us

removing the existing median and they resurface or them completing the entire project. Councilmember Eric Bumgarner asked whether the purpose of the project would include adding parking. Mr. Wike confirmed that additional parking would be included, along with new lines and curb and gutter improvements. He noted that the project could provide a long-term, approximately 50-year improvement.

Mr. Wike also advised that he is obtaining pricing to address and resurface the intersection in the downtown area. The intent would be to allow the Town to investigate the existing water line and fire hydrant and address any necessary repairs before completing the resurfacing, rather than making multiple cuts and patches to the roadway.

Additionally, Mr. Wike advised that pricing is being obtained for the installation of a raised crosswalk near the Early College due to concerns regarding speeding in the area. He stated that Todd should have the project packet prepared for contractor review the following week. The work is anticipated to begin in early 2027 and is expected to be scheduled so as not to interfere with local events, with a goal of completing the work prior to the Apple Blossom Festival.

Mr. Wike further advised that a bid had been solicited for tree care services to remove three trees at the cemetery, with a goal of completing the work by the end of October.

Councilmember Eric Bumgarner asked about the scope of the Master Parks Plan. Mr. Wike explained that the plan would include an assessment of Matheson Park and Town Park, identification of potential enhancements and additions, and consideration of improvements that could increase the parks' visibility and attract visitors to Taylorsville. The plan would also consider the potential development of a future sports complex, including a preliminary layout and estimated costs.

Councilmember Jack Simms advised that he had secured an additional $50,000 in funding for the Town but needed the funding designation to be clearly specified. Town Manager Nathan Hester advised that the funds could be designated for "Town Parks."

Mr. Wike advised that the Town could potentially combine the additional $50,000 with another $50,000 from the Town and pursue an additional $100,000 in funding, potentially providing a total of $200,000 for park improvements.

Councilmember Simms advised that he had discussed with Blair the amount of additional funding that would be needed for improvements at Matheson Park and Town Park.

Mr. Wike explained that funding is currently available for the water line that crosses the culvert at Matheson Park. As part of that project, the Town plans to extend the culvert approximately 30 feet into the park. However, additional funding would be needed to relocate the sewer line from its current location to the new culvert. Mr. Wike estimated the cost of the sewer relocation at approximately $70,000 to $80,000. He also noted that the Town is considering extending the sidewalk along with constructing a new restroom facility at the park.

Regarding Town Park, Mr. Wike advised that the bleachers are deteriorating, drainage issues are present, and the retaining wall is experiencing erosion. While the exact cost of replacing the retaining wall has not been determined, he noted that it would be a significant expense. Mr. Wike stated that, realistically, the Town should consider requesting approximately $500,000 in additional funding for park improvements.

Councilmember Bumgarner suggested that improvements at Matheson Park should include lighting, a paved walking path, and potentially a pickleball court to create an attractive recreational destination near the center of Town.

Town Manager Nathan Hester advised that it would be strategic to request $500,000 in funding for the current year to address infrastructure improvements at the parks. He stated that once the Parks Master Plan is completed, the Town could evaluate additional grant opportunities, including the RF Grant, to continue funding future park improvements.

Town Manager's Report:

Town Manager Nathan Hester provided the Town Council with several updates.

Former Hospital Property: Mr. Hester advised that he met with Tim and Lori Mason of the Spring Group regarding the former hospital property. Mr. Hester stated that Mr. Mason continues to express interest in demolishing the hospital himself and has obtained estimates from local contractors. Mr. Hester advised that the Town is also exploring potential grant funding that could assist with the demolition. He is researching federal grant opportunities that may allow the Town to re-engage the TVA in a partnership with Mr. Mason and potentially fund the demolition. If grant funding is not secured, Mr. Mason intends to proceed with the demolition independently, with a goal of completing the work by the end of the year. Mr. Hester further advised that Mr. Mason is exploring the development of a healthcare complex at the site through potential federal funding opportunities, which could provide additional healthcare services and options for the community.

Parks and Recreation Master Plan: Mr. Hester advised that a contract for the Parks and Recreation Master Plan will be presented to the Town Council for consideration at the September meeting. He also advised that a contract for GIS mapping services for the cemetery will be included on the agenda.

Downtown Building: Mr. Hester advised that he has contacted one of the owners of a downtown building to determine whether the owner would be interested in selling the property to the Town through one of the Commercial District Grant programs.

Park Facilities: Mr. Hester advised that he hopes to have the contract with the design group in Bethlehem for the park restroom facility and related building available for review in the near future.

Town-Wide Yard Sale: Mr. Hester advised that the Town-wide yard sale remains scheduled for Saturday, September 5, 2026. At the time of the meeting, five participants had paid the registration fee, although several additional individuals had expressed interest. The event is being promoted through newspaper and radio advertisements, and Mr. Hester anticipated additional participation as the event date approaches. Yard sale signs have also been purchased and will be placed throughout Town.

Councilmember Eric Bumgarner suggested that the Town consider displaying a banner for the event next year to increase visibility for residents and visitors traveling through Town. He also expressed interest in donating a significant portion of the event proceeds to a charitable organization while reserving a portion of the proceeds for advertising the following year's event.

Town Attorney: Mr. Hester advised that he had contacted Mr. Ian McCreary regarding the Town Attorney position. Mr. McCreary is originally from Hickory and currently resides in Ellendale. He practices law in the area and is a member of the Rotary Club. Mr. Hester noted that Mr. McCreary does not have municipal government experience but does have experience with federal civil rights litigation and contracts.

Mr. Hester further advised that the Town has advertised a Request for Qualifications (RFQ) to solicit proposals from interested law firms. Due to the number of projects currently underway, the Town is seeking municipal legal counsel. The current deadline for submitting qualifications is September 4, 2026. Mr. Hester stated that the current Town Attorney remains available and that he had contacted him prior to the Regular and Special Called Meetings to review contracts. The current Town Attorney indicated that he would continue to assist the Town as needed during the transition.

Oval Audio System: Mr. Hester presented information regarding an assistive audio system for use during Town Council meetings to assist residents who have difficulty hearing. He advised that the system would allow residents to better hear and follow Town Hall meetings. The base system is $895.00, with additional receivers available for $100.00 each, plus $70.00 for shipping.

Councilmember Jack Simms asked whether the system could be installed without incurring additional installation costs. Mr. Hester confirmed that no additional installation expense would be necessary. Councilmember Eric Bumgarner expressed support for the purchase and acknowledged the importance of providing residents with improved access to meetings. The Town Council expressed consensus in favor of moving forward with the purchase.

Council General Discussion:

Councilmember Tamara Odom spoke advising that she was amazed with all the things that are being accomplished in the Town. She advised that "we are moving in the right direction" and that it's been good hear and see people excited for everything that is being done.

Mayor Pro Tem Eric Bumgarner advised that he was excited about the improvements in downtown with the new restaurant and the remedy for the vacant building. Councilmember Bumgarner advised that in the future he would like to see money for a town trash truck. He also advised that he was pleased with the Staff and that they are a Great Team.

Councilmember Jack Simms asked about the trash sweeper and when it would be back on route and per Public Works Director Aaron Wike, they are behind due to the trash sweeper being sent out for maintenance.

Adjournment

Motion was made to adjourn by Councilmember Jack Simms seconded by Councilmember Tamara Odom, and approved unanimously.

With no further business to discuss the meeting was adjourned at approximately 3:29 p.m.

George Holleman

Mayor

Councilmember

Kim Brown

Councilmember

Jamara Odom

Councilmember

Jack Simms

Councilmember

Attest: Christina Childers

Christina Childers, Town 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 property described within the Police Dept.:

A. 2003 Ford Crown Victoria 4S: VIN# 2FAFP73W83X193234 – Title #774600062626086

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

Adopted by the Town Council of the Town of Taylorsville on this 18th day of August, 2026.

Mayor Pro Tem Eric Bumgarner

Attest:
Christina Childers, Town Clerk

Taxpayer ID #XXX-XX-7259

CONTRACTUAL AGREEMENT

This CONTRACTUAL AGREEMENT, hereinafter referred to as "**AGREEMENT**", is hereby made and effective as of August 18th, 2026, by and between the **Town of Taylorsville** with a primary mailing address of 67 Main Avenue Drive, Taylorsville, NC 28681 , hereinafter referred to as "**TOWN**", and **Daniel Miglin** with a primary mailing address of 191 Spring Forest Drive, Statesville, NC 28625, hereinafter referred to as "**CONTRACTOR**".

WHEREAS the TOWN desires to contract with the CONTRACTOR to perform professional services in accordance with the terms of this AGREEMENT; and

WHEREAS the CONTRACTOR desires to perform professional services for the TOWN on an independent contractor basis as set forth in this AGREEMENT.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below AGREEMENT, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the TOWN and CONTRACTOR agree as follows:

Scope of Services: The CONTRACTOR hereby agrees to perform in a manner satisfactory to the TOWN the following services:

A. Perform research, writing, and management tasks of local, State, and federal grants specific to law enforcement for the Taylorsville Police Department (TPD).

B. Tasks include but not limited to collection and interpretation of related data, submission of applicable reimbursement and progress reports as authorized, providing guidance regarding project expenses and requirements, attending required meetings and workshops, et. al.

Time and Place of Service: CONTRACTOR and TOWN acknowledge and agree that the services performed under this AGREEMENT will be done...

A. on the day(s) of the week (i.e., Monday through Sunday) to be determined but **not to exceed one (1) day per week or equivalent** and **not to exceed six (6) hours per day / week**, and
B. at the times of the day to be determined but not to occur before 0800 hours nor extend beyond 1800 hours unless done remotely, and
C. remote, or at TPD or other location(s) determined by the CONTRACTOR and TOWN, as necessary.
D. Supporting documentation, such as *Time and Activity Reports*, signed by the CONTRACTOR and authorized representative of TPD will be provided to the TOWN along with invoice as indicated under "Compensation".
E. The CONTRACTOR is not required to provide services exclusively to the TOWN during the term of this AGREEMENT.
F. Should either party require a non-emergency postponement or reasonable accommodation to a scheduled training date or time, a written notification (email is sufficient) should be delivered by the requesting party to the other at least forty-eight (48) hours in advance.

Compensation: Upon acceptance of satisfactory performance of the services performed under this AGREEMENT, the TOWN agrees to the following:

A. Payment: TOWN will pay to the CONTRACTOR **FIFTY DOLLARS ($50.00) per hour for professional services** performed by the CONTRACTOR as identified in "Scope of Services"; total sum of payments **not to exceed $300.00 per day** during the term of this AGREEMENT. All payments will be made to Daniel R. Miglin (sole proprietor) **monthly** when services are performed.

B. Invoices: The CONTRACTOR will submit invoices and *Time and Activity Reports* (or the equivalent documentation required by the TOWN and / or grant funding entity) monthly, which will describe the services performed and expenses incurred pursuant to this AGREEMENT. Invoices and supporting documentation will be submitted to and reviewed by the Chief of Police, and then forwarded to the TOWN Finance Department for payment upon approval. **The TOWN agrees to make full payment to the**

CONTRACTOR by the 15th day of the following month (Ex: Invoice submitted by October 31st; payment issued by November 15th). Failure to pay the invoice 14 days after the due date will result in a 5% late fee automatically assessed 14 days after the due date.

C. Travel: All travel expenses related to mandatory grant-related conferences, workshops, training, or meetings which require the CONTRACTOR to attend will be fully reimbursed to the CONTRACTOR by the TOWN upon submission and approval of required documentation in accordance with TOWN Travel Policy. Routine travel will be done at the CONTRACTOR's own expense.

D. Funding: All terms and conditions of this AGREEMENT are dependent upon and subject to the allocation of funds for the purposes set forth and the AGREEMENT shall automatically terminate or be amended accordingly if funds cease to become available.

E. Multi-Year Contract: The obligations of the TOWN hereunder shall not constitute a general obligation indebtedness, or multiple year direct or indirect debt, or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of North Carolina.

Term: The term of this AGREEMENT shall be **from July 1, 2026, to June 30, 2027 (12 months)**.

Termination: The CONTRACTOR may terminate this AGREEMENT at any time by giving the TOWN written notice of not less than sixty (60) days. TOWN may terminate this AGREEMENT at any time in the event the CONTRACTOR violates the terms of this AGREEMENT or fails to satisfactorily perform the service as described herein. In the event of termination, payments will be made to the CONTRACTOR for all work performed up to the date of termination.

Contingency: In the event the CONTRACTOR or the TOWN is unable to perform its duties and obligations in good faith due to an unexpected turn of events like illness, disability, inclement weather, et al., this AGREEMENT may be modified. In such circumstances, the parties will work together to find an amicable resolution.

Notice: Any notice to be given hereunder by either party to the other shall be in writing and shall be deemed given when sent by certified mail.

A. Notices to the TOWN shall be addressed to: Town Manager c/o Town of Taylorsville- 67 Main Avenue Drive, Taylorsville, NC 28681.

B. Notices to the CONTRACTOR shall be addressed to: Daniel Miglin- 191 Spring Forest Drive, Statesville, NC 28625.

C. If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by certified mail to such new address.

Status: The TOWN and CONTRACTOR agree that the CONTRACTOR shall perform the services required of the CONTRACTOR herein set forth provided that the CONTRACTOR is not and will not by virtue of this AGREEMENT acquire the status of an employee, agent, or servant of the TOWN.

A. CONTRACTOR understands and agrees that the CONTRACTOR is not entitled to worker's compensation benefits or other employment benefits and is obligated to pay federal and state income tax on any money earned pursuant to this AGREEMENT; and

B. CONTRACTOR has and hereby retains control of and supervision over the performance of the CONTRACTOR's obligation hereunder and control over any persons employed or contracted by CONTRACTOR for performing the services hereunder; and

C. CONTRACTOR does not have the authority to act for the TOWN, or bind the TOWN in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the TOWN; and

D. CONTRACTOR represents that it is engaged in providing similar services to the public and not required to work exclusively for the TOWN; and

E. All services are to be performed solely at the risk of the CONTRACTOR and CONTRACTOR shall take all precautions necessary for the proper performance thereof; and

F. CONTRACTOR will not combine its business operations in any way with the TOWN's business operations and each party shall maintain their operations separate and distinct.

TOWN Responsibilities: In addition to all other obligations contained herein, the TOWN agrees to the following:

A. To provide sufficient access to TOWN facilities including Taylorsville Police Department (TPD), TPD record management system (RMS), TPD computer-aided dispatch (CAD) system, and personnel as necessary to efficiently and effectively perform the services outlined in this AGREEMENT; and

B. The Town Manager or authorized designee is responsible for monitoring the CONTRACTOR's performance, approving payment to CONTRACTOR, and for providing evaluation of CONTRACTOR's performance; and

C. TOWN acknowledges and understands that the award process for federal, state, and local grants is highly competitive and discretionary. Due to funding limitations, awards are not guaranteed despite the quality and content of the application.

D. TOWN makes no representation as to the minimum or maximum procurement of services by the CONTRACTOR. All activities will be determined by the Town Manager and CONTRACTOR based on feasibility, practicality, (when necessary) approval of higher authorities, capability, et al.

CONTRACTOR Responsibilities: In addition to all other obligations contained herein, the CONTRACTOR agrees to the following:

A. Provide the TOWN with the CONTRACTOR's correct taxpayer identification number upon the execution of this AGREEMENT; and

B. Comply with all laws, ordinances, codes, rules, regulations, requirements, or other regulatory matters that are applicable to the conduct of the CONTRACTOR's business and work performance under this AGREEMENT; and

C. Except for the items specified under Paragraph (A) and (B) of "TOWN Responsibilities" and / or items otherwise agreed upon in writing by the parties via amendment, CONTRACTOR will provide all tools, labor, and supplies to professionally and timely perform the services; and

D. Furnish own transportation during the performance of services described in this AGREEMENT; and

E. Perform duties with diligence, promptness, and the highest professional standards in the field to the satisfaction of the TOWN; and

F. Require any sub-contractors to comply, at their own expense, with the provisions of all state, local, and federal laws, regulations, et al. as indicated by the CONTRACTOR throughout this AGREEMENT.

Warranty: As an independent contractor, the CONTRACTOR will hold the TOWN harmless for any liability and personal injury that may occur from or in connection with the performance of this AGREEMENT.

Work Product: Any data, reports, documents, or other things or information provided by the TOWN to the CONTRACTOR during the performance of services under this AGREEMENT, and any reports, documentation, or other writings required under the services of this AGREEMENT shall be always and remain the sole property of the TOWN. The CONTRACTOR shall return or provide to the TOWN such documents, etc. by the completion date and before final payment of compensation herein.

Audit of Records: The CONTRACTOR's records specifically and narrowly related to the scope of the services to be rendered via this AGREEMENT as well as the performance thereof may be audited by the TOWN, the funding entity, or duly authorized agent of either entity.

Assignment: This AGREEMENT is for professional services predicated upon the CONTRACTOR's special abilities and knowledge, and shall not be assigned or transferred, in whole or in part, by the CONTRACTOR without written consent of the TOWN.

Situs: This AGREEMENT shall be governed by the laws of North Carolina and is entered into in compliance with all State and Federal anti-trust laws.

Severability: If any provision of this AGREEMENT shall be held to be invalid, illegal, unenforceable, or in any conflict with the laws of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Entire Agreement: This AGREEMENT constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this AGREEMENT.

Modification: This AGREEMENT may be modified or amended only by a duly authorized written instrument executed by the TOWN and CONTRACTOR.

IN WITNESS WHEROF, the TOWN and the CONTRACTOR have each executed the AGREEMENT, this the 1st day of July 2026.

Nathan Hester, Town Manager- Town of Taylorsville

Daniel Miglin, Contractor

Kimberly Sager, Finance Director, Town of Taylorsville

***This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF TAYLORSVILLE
FOR THE PROVISION OF
ADMINISTRATIVE ASSISTANCE
N.C. COMMERCE RURAL ECONOMIC DEVELOPMENT DIVISION
PROJECT CARE (VITALNOW URGENT CARE) REUSE GRANT
JUNE 18, 2026 - JUNE 18, 2028

This AGREEMENT, entered into on this the 18th of August 2026 by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the Town of Taylorsville, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Personnel. That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.

2. Travel/Printing. The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio. The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. Compensation. The Local Government will pay the Planning Agency an amount of $6,250 (six thousand two hundred and fifty dollars) for the satisfactory performance of all services related to administration of the project as defined in the attached Scope of Services. It is expressly understood and agreed that total compensation shall not exceed the sum specified without prior approval of both agencies.

4. Termination/Modifications. The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.

5. Time of Performance. The Planning Agency shall ensure that all service required herein should be completed and all required reports, maps, and documents submitted during the period beginning June 18, 2026, and ending June 18, 2028.

6. Budget

Salaries	$3,125.00
Fringe Benefits	$1,562.50
Travel	$1,471.88
Indirect	$ 90.62
TOTAL	$6,250

7. Interest of Members, Officers, or Employees of the Planning Agency Members of the Local Government, or Other Public Officials. No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

8. Nondiscrimination Clause. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded.

9. Age Discrimination Act of 1975, as amended. No qualified person shall on basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

10. Section 504, Rehabilitation Act of 1973, as amended. No qualified disabled person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

11. Access to Records and Record Retainage. All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout.

12. Liquidated Damages Clause. If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of $100 per week for any subsequent weeks until completion.

13. Termination of Agreement for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, becomes its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.

14. Grantee Assurances. In the performance of this Agreement, the Planning Agency shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause, the Section 3 Clause and Lobbying Clause (Attachments B, C and D).

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:	PLANNING AGENCY:
TOWN OF TAYLORSVILLE	WESTERN PIEDMONT COUNCIL OF GOV'TS.
By: _____	By: _____
Town Manager	Executive Director
LOCAL GOVERNMENT:	PLANNING AGENCY:
By: _____	By: _____
Chairman	Chairman

Preaudit statement:

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

ATTACHMENT A
SCOPE OF SERVICES

TOWN OF TAYLORSVILLE
NORTH CAROLINA RURAL CENTER
WORK PROGRAM/BUDGET
JUNE 18, 2026 - JUNE 18, 2028

Introduction

The Western Piedmont Council of Governments (WPCOG) has worked with the Town of Taylorsville on the receipt of a NC Department of Commerce Building Reuse Grant for Project Care (VitalNow Urgent Care) proposing to renovate the property located at 60 2nd Ave SW, Taylorsville, NC.

The NC Department of Commerce has awarded a $125,000 Building Reuse Grant on June 18, 2026, for the renovation of the building in order for VitalNow Urgent Care to establish an urgent care facility and create 10 new, full-time positions within two years.

The Scope of Services proposal is intended to describe the various administrative activities the WPCOG will provide as related to the NC Commerce Rural Economic Development Division grant funds.

WPCOG Services

Paloma Garcia-Serrano will serve as the Project Administrator and will provide the following specific activities:

- Assistance with development of the Town of Taylorsville's Award Package.
- Development and management of the overall project filing system.
- Preparation of all pay request recommendations for the Town.
- Requisition of the grant funds.
- Preparation of all required reports during the project construction.
- Update Manager on status of project.

The Town will be responsible for the following:

- Adequate office space including utilities.
- Direct payment of legal and audit services and general administrative costs.
- All administrative costs not specifically identified as WPCOG responsibilities.

Administrative Fee

The WPCOG proposes to provide the above-described services for a fee not to exceed contract of $6,250.

Amendments and Termination

The Town of Taylorsville can terminate this contract by giving a one-month written notice. Should there be the need to amend this proposal during the term of the project, either party may do so with the approval of the other.

Assurances

Assurances are attached as a part of the Agreement

ASSURANCES OF COMPLIANCE

ATTACHMENT B

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.

3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract

or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT C

Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ATTACHMENT D

Lobbying Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.