

# TOWN OF DANVILLE

## Town Council Agenda October 2, 2024 @ 6:00pm

**\*\*\*SPECIAL CALLED SESSION\*\*\***

- I. Establish Quorum, Call Meeting to Order**
- II. Pledge of Allegiance**
- III. Public Meeting**
  - A. Bond Counsel Presentations – Town Manager**
  - B. Budget Finalization – Clerk/Treasurer**

## **IV. Adjournment**

**NOTICE:** The public meetings of the Danville Town Council conducted within these chambers shall be video recorded. Said recording will be part of the public records of the Town of Danville and shall be published upon the Town of Danville's website for public access. All individuals attending public meetings hereby give, to the Town of Danville, their permission for said publication, which may contain their image or statements.

## TOPIC SUMMARY

- A. Bond Counsel Presentations** – Council will hear presentations from firms requesting to represent the Town during the GO Bond process. Council will need to determine which firm they wish to retain. *Will require a Vote.*
1. Bose, McKinney and Eveans
  2. Barnes & Thornburg
- B. Budget Finalization** – Clerk/Treasurer will lead a discussion on the 2025 Budget. Council will be asked to determine if the presented budget is what they want to present at the public hearing on later this evening, or if they want to make changes. This will include Bond requests and Host Requests. *Will require a Vote.*

**Motion to Adjourn**

**-Bold Agenda Item**

*-Italicized items are for action needed*

**BOSE  
McKINNEY  
& EVANS LLP**

ATTORNEYS AT LAW

**Dennis H. Otten**

*Partner*

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September 24, 2024

**Via E-Mail**

Mr. Mark R. Morgan, Town Manager  
Danville Town Hall  
49 North Wayne Street  
Danville, Indiana 46122

Re: Town of Danville, Indiana  
General Obligation Bonds, Series 2024

Dear Mark:

We are delighted that the Town of Danville (the "Town") has considered retaining Bose McKinney & Evans LLP as bond counsel with respect to the issuance of the above-referenced bonds (the "Bonds"). The purpose of this letter is to set forth certain matters concerning the role Bose McKinney & Evans LLP will serve and the responsibilities we will assume as bond counsel to the Town in connection with the issuance of the Bonds. We understand the Town proposes to issue the Bonds by the end of the year to fund general municipal improvement projects.

**SCOPE OF ENGAGEMENT**

In this engagement, we expect to perform the following duties in connection with the Bonds:

(1) subject to the completion of proceedings to our satisfaction, render our legal opinion ("Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the federal and State of Indiana income tax treatment of interest on the Bonds;

(2) prepare and review documents necessary or appropriate to the authorization, issuance, sale and delivery of the Bonds, and coordinate the authorization and execution of such documents;

Mr. Mark R. Morgan, Town Manager  
September 24, 2024  
Page 2

(3) assist the Town in seeking such approvals, permissions and exemptions from governmental agencies as we determine are necessary or appropriate in connection with the authorization, issuance, sale and delivery of the Bonds;

(4) review legal issues relating to the structure of the Bond issue;

(5) assist the Town in reviewing those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds relating to the terms of the Bonds, the project, tax matters, legal opinions, enforceability of remedies and continuing disclosure obligations;

(6) prepare a continuing disclosure undertaking agreement, if necessary; and

(7) assist in presenting information relating to the legality of the Bonds to bond rating organizations and providers of credit enhancement, if any.

For the Bonds, our Bond Opinion will be addressed to the Town and the purchaser of the Bonds, and will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will further assume and rely on the Town to provide us with complete and timely information on all developments pertaining to the project or any aspect of the Bonds and their security. We understand that the officers and employees of the Town will cooperate with us in this regard. In rendering our Bond Opinion, we may, if we deem it necessary, expressly rely upon the local counsel to the Town as to any pending litigation that might affect the validity of our Bond Opinion.

Our duties as bond counsel are limited to those expressly set forth above. Among other things, our duties as bond counsel do not include:

(1) except as described in paragraph (5) above, assisting in the preparation or review of an official statement or any disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such

Mr. Mark R. Morgan, Town Manager  
September 24, 2024  
Page 3

document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

- (2) preparing requests for tax rulings from the Internal Revenue Service;
- (3) preparing blue sky or investment surveys with respect to the sale of the Bonds;
- (4) drafting of state constitutional or legislative amendments;
- (5) pursuing test cases or other litigation, such as contested validation proceedings;
- (6) making an investigation or expressing any view of the creditworthiness of the Town or the Bonds;
- (7) responding to Internal Revenue Service audits or Securities and Exchange Commission investigations;
- (8) after Closing, providing continuing advice to the Town or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes (*e.g.*, we will not undertake rebate calculations for the Bonds without a separate engagement for that purpose); or
- (9) any other matter not specifically set forth above that is not required to render the Bond Opinion.

#### ATTORNEY-CLIENT RELATIONSHIP

Upon the Town's approval and execution of this engagement letter, the Town will be our client and an attorney-client relationship will exist between us. Our services as bond counsel are limited to those contracted for herein. The Town's execution of this engagement letter will constitute an acknowledgment of those limitations. We will not act as an intermediary among the parties to the transaction. Our representation of the Town will not affect, however, our responsibility as bond counsel to render an objective Bond Opinion.

Mr. Mark R. Morgan, Town Manager  
September 24, 2024  
Page 4

We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the Town as bond counsel, and the attorney-client relationship created by this engagement letter, will, for each series of Bonds, be concluded upon issuance of said series of Bonds. Nevertheless, subsequent to Closing, we will prepare and provide a transcript of the proceedings pertaining to the Bonds and make certain that the required Internal Revenue Service Form 8038-G is filed.

#### FEES

Our services will be billed at our hourly rates in effect from time to time for the lawyers and other personnel, including paralegals, performing the services. Brenda DeVries and I will be the lawyers primarily involved with this matter and our current rates are \$570 and \$625 per hour, respectively. For this engagement, our fees will not in any event exceed \$25,000. We may use additional lawyers and paralegals in connection with this matter as appropriate and will bill at the normal hourly rates for those lawyers and paralegals, as the case may be. Our hourly rates are normally adjusted at the beginning of each calendar year for all attorneys and paralegals.

In addition, we will expect to be reimbursed for all client charges made on the Town's behalf, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. We estimate that such charges will be in the range of \$250 to \$500 for the transaction. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. We may submit a statement for client charges following the Closing.

We understand and agree that our fees will be paid at the Closing. If, for any reason, the financing is not consummated or is completed without the rendition of our Bond Opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent on behalf of the Town, plus client charges, as described above.

In any event, none of our fee will be based upon, or related in any way to, a percentage of the par amount of the Bonds. The fee shall be solely for legal services rendered and shall not be based upon any factors not related to the legal services rendered. As noted above, our fees will not in any event exceed \$25,000.

Mr. Mark R. Morgan, Town Manager  
September 24, 2024  
Page 5

### RECORDS

At your request, papers and property furnished by the Town will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of the engagement.

### E-VERIFY


We acknowledge that this engagement constitutes a public contract for services subject to the terms and provisions of Indiana Code 22-5-1.7. Bose McKinney & Evans LLP has enrolled in and does verify the work eligibility status of all of its newly hired employees through the E-Verify program (as defined in Indiana Code 22-5-1.7-3). We will continue to verify the work eligibility status of all of our newly hired employees through the E-Verify program until the earlier of (i) the conclusion of this engagement or (ii) the expiration of the E-Verify program. Attached hereto is an affidavit affirming that Bose McKinney & Evans LLP does not knowingly employ an unauthorized alien (as defined in Indiana Code 22-5-1.7-9).

### CONCLUSION

If the foregoing terms are acceptable to the Town, please have an authorized representative of the Town so indicate by returning the enclosed copy of this engagement letter dated and signed, retaining the original for your files. We look forward to working with you and the Town on this transaction.

BOSE McKINNEY & EVANS LLP

By: \_\_\_\_\_

  
Dennis H. Otten, Partner

DHO:sef  
Enclosure

Mr. Mark R. Morgan, Town Manager  
September 24, 2024  
Page 6

**ACCEPTED AND APPROVED**

TOWN OF DANVILLE, INDIANA

By: \_\_\_\_\_  
Authorized Representative of Town

Printed: \_\_\_\_\_

Date: \_\_\_\_\_




AFFIDAVIT RE: EMPLOYMENT OF  
UNAUTHORIZED ALIENS

STATE OF INDIANA        )  
                                  )        SS:  
COUNTY OF MARION     )

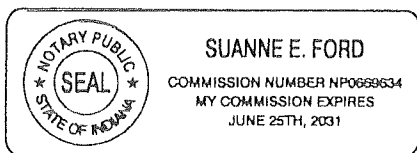
Comes now the affiant herein, Dennis H. Otten, and having been duly sworn upon his oath deposes and says that (i) he is a Partner of Bose McKinney & Evans LLP (the "Firm") and (ii) the Firm does not employ any unauthorized aliens (as defined in Indiana Code 22-5-1.7-9) to the best of his knowledge and belief.


Further affiant sayeth not.

  
\_\_\_\_\_  
Dennis H. Otten, Affiant

STATE OF INDIANA        )  
                                  )        SS:  
COUNTY OF MARION     )

Before me, the undersigned Notary Public, this 24<sup>th</sup> day of September, 2024, personally appeared Dennis H. Otten and acknowledged the execution of the foregoing Affidavit. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



  
\_\_\_\_\_  
Suanne Ford, Notary Public  
Residing in JOHNSON County, Indiana

My commission expires:

June 25, 2031



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October \_\_, 2024

Town of Danville, Indiana  
c/o Mark Morgan, Town Manager  
49 N. Wayne St.  
Danville, IN 46122

Re: General Obligation Bonds, Series 2024

Dear Mr. Morgan:

The purpose of this letter is to set forth the terms and conditions under which our Firm will serve as bond counsel to the Town of Danville, Indiana (“you” or the “Town”) in connection with the proposed issuance of general obligation bonds (the “Bonds”) by the Town (the issuance of the Bonds, hereinafter, the “Transaction”). It is our understanding that \_\_\_\_\_ (the “Municipal Advisor”) will be serving as the municipal advisor for the Town in the Transaction.

Enclosed are our Standard Terms of Engagement for Legal Services (2024), setting forth the standard terms upon which our Firm accepts client engagements. Our engagement by you in this matter will be governed by these standard terms to the extent not expressly modified by this letter.

### **Identity of Client**

It is important from the outset of our relationship that we have a clear understanding as to the identity of our client. Our only client in this matter is the Town, and not any of its officials, officers, employees or other affiliates. You have agreed that our representation of the Town in this matter will not give rise to any attorney-client relationship between our Firm and any official, officer, employee or other affiliate of the Town. You have also agreed that, during the course of our representation of the Town in this matter, our Firm will not be given any confidential information regarding any official, officer, employee or other affiliate of Town. Accordingly, our Firm’s representation of the Town in this matter will not give rise to any conflict of interest in the event other clients of our Firm are adverse to any official, officer, employee or other affiliate of the Town.

### **Services**

Bond counsel is engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. As bond counsel in the Transaction, we advocate the interests of the Town, and not any other party to the transaction. It is our understanding that the Town will also be represented by Taft Stettinius & Hollister LLP, as its general counsel. We assume that the

other parties to the Transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this Transaction.

As bond counsel, we will provide the following services as and when requested by the Town:

1. Meet with and assist the Town, the Municipal Advisor and the Town's general counsel in structuring the Transaction, and provide the Town with details of using certain structures and the legal requirements associated therewith.
2. Prepare the basic documentation for the Transaction, including bond resolutions/ordinances and bond certificates, together with affidavits, notices, resolutions and certifications related thereto.
3. Assist the Town in preparing for and attending required hearings at the local level.
4. Prepare or assist in preparing for and participate in any meetings with any rating agency, municipal bond insurer or other credit provider concerning the Transaction.
5. Attend any meetings as requested by the Town.
6. Coordinate the scheduling and supervise the closing of the Bonds, including preparation of required closing documents.
7. If a disclosure document will be used in connection with the sale of the Bonds, our responsibility will include the preparation or review of any description therein of: (i) the terms of the Bonds and the legal documents pursuant to which the Bonds are issued, (ii) the excludability of interest on the Bonds from gross income for federal income tax purposes, and the exemption of interest on the Bonds from taxation in the State of Indiana, and (iii) our opinion.

Subject to the completion of proceedings to our satisfaction with respect to the Bonds, we will render our opinion to the effect that: (i) the Bonds are the valid and binding obligation of the issuer of the Bonds, enforceable against such issuer in accordance with their terms, and (ii) the interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from taxation in the State of Indiana (all subject to certain limitations which will be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us, without undertaking to verify the same by independent investigation.

Upon delivery of the opinion for the Bonds, our responsibilities as bond counsel will be concluded with respect to the Transaction. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the Town or any other party concerning any actions necessary to assure that interest on the Bonds will continue to be excludable from gross income for federal income tax purposes.

As bond counsel, we will not provide the following services in connection with the Transaction:

1. We will not review the financial condition of the Town, the feasibility of the projects to be financed or refinanced with the proceeds of the Bonds or the adequacy of the security provided to owners of the Bonds, and we will express no opinion relating thereto.
2. Preparing any blue sky or investment surveys with respect to the Bonds.
3. Responding to any Internal Revenue Service audits or Securities and Exchange Commission investigations.
4. Except as specifically set forth above, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document.
5. We will not provide any other services not specifically set forth above.

Although I will be the lawyer responsible for this matter, I may assign portions of the work to be done to other Firm lawyers or paralegals.

#### **Municipal Advisor Matters**

In connection with the Transaction, it is our understanding that the Municipal Advisor is an independent registered municipal advisor, and the Municipal Advisor will be the entity to whom the Town will primarily look for providing financial advice on the Transaction. In addition, while the Securities and Exchange Commission has recognized that bond counsel services may involve a financial advice component, we (a) provide only the legal services set forth above, and (b) do not represent ourselves as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products, and (c) are not subject to the fiduciary duty imposed on independent registered municipal advisors by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

#### **Fees**

Our fees in this matter will be based primarily on the hours actually worked by each lawyer and legal assistant involved in this matter. These fees will be computed using hourly billing rates

for the lawyer or legal assistant and the type of work involved that are in effect at the time you are billed for the work. Generally speaking, our billing rates vary in accordance with the experience and seniority of the lawyers and legal assistants performing the services. Our billing rates are adjusted annually, typically in December (December 2024 for purposes of this engagement). In an effort to affect great efficiencies and to reduce total fees, I may also ask one or more of legal assistants to assist in this matter as well. As we determine better the scope of the work being performed and the timing of the Transaction, we will provide you with our fee quote.

In representing our clients, we also make other charges in addition to our fees. Typical other charges include messenger, courier and express delivery charges; printing and reproduction charges; filing fees; travel expenses; and computerized legal research charges. Certain of these other charges may represent more than our direct cost to cover our overhead.

Our fees and other charges are usually paid at the Closing out of proceeds of the Bonds, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

#### **Waiver of Certain Potential Conflicts of Interest**

Before our firm agrees to represent you, we believe that it is appropriate to spell out the expectations or standards that will govern conflicts of interest that arise in the course of our relationship. As you are aware we have over 700 lawyers representing thousands of clients in various states, so it is foreseeable that our representation of our other clients may be or become directly adverse to your interests from time to time. For example, such conflicts may arise in (a) municipal finance transactions in which you propose to issue obligations, (b) local units of government and elected officials in various government issues, or (c) contracts for goods, services or public works, because, as you know, we regularly represent clients in these matters.

You should know that Rule 1.7 of the Rules of Professional Conduct governing lawyers generally prohibits a lawyer from representing one client in a matter directly adverse to another client unless the affected client provides informed consent confirmed in writing. Similarly, if one lawyer in a firm has a conflict under this rule, other lawyers in the same firm are likewise limited by Rule 1.10 from accepting the conflicting engagement in the absence of informed consent. In light of these rules, we request that you consent and acknowledge that our representation of you in this and other matters on which you engage us from time to time will not disqualify the firm from representing other clients in unrelated matters adverse to you. Specifically, we understand that you agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests. For example, such representations may include:

- advising our other clients regarding the existence, scope or validity of your rights in real, personal or intellectual property;

- advising our other clients regarding the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- advising our other clients in connection with contractual or transactional negotiations and preparing contracts or other legal documents to which you will be a party or that may affect your rights or obligations, including, but not limited to, obligations or securities issued by the Town;
- advising our other clients regarding the existence or potential existence of legal claims that our other clients may have against you or that you may have against our other clients, and defenses to such claims; and
- advising and representing our other clients in the resolution of disputes with you that may arise in the future, including the defense of claims you may assert against our other clients, or the prosecution of claims our other clients may assert against you, including mediated proceedings, arbitrations or proceedings in any court.

You should bear in mind that this consent would also allow us to take on unrelated representations for other parties, including government entities, whom we are opposing, or to whom we are adverse, in matters, transactions or disputes that we are handling on your behalf. We do confirm, however, that the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment. Accordingly, we may from time to time, in order to avoid any risk of misuse of your confidential information, implement procedures to screen lawyers handling matters for other clients that are directly adverse to your interests from confidential information you have shared with us.

Of course, loyalty and independent judgment are essential elements of the lawyer-client relationship. You should consider whether this arrangement might impair the vigor with which the firm represents you; whether our representation of clients adversely to you is likely to place the firm in a position to use your confidences or secrets against you; and whether the knowledge that we may represent other parties in matters directly adverse to you might affect your ability to communicate candidly with our lawyers who are representing you in your matters. We do not believe that our Firm's role in unrelated representations adverse to you will have any material adverse effect on our representation of you in matters on which you engage us. Indeed, were we to conclude that undertaking an unrelated adverse representation would materially impair our representation of you in ongoing matters, we would not undertake the representation. These are, however, necessarily issues that you should evaluate for yourself and you may wish to consider these matters with independent counsel.

### **E-Verify Participation**

In connection with this engagement, we agree that Barnes & Thornburg LLP is enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This letter confirms that Barnes & Thornburg LLP has signed an affidavit stating that it does not knowingly employ an unauthorized alien, and we will provide a copy of that affidavit to you upon request.

### **Conclusion**

If you (i) agree to our service as bond counsel in the Transaction upon the terms set forth herein, (ii) agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests, (iii) acknowledge that the statements made in the heading "Municipal Advisor Matters" are accurate and true to your knowledge, and (iv) agree that we may truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g. public filings, government publications, press releases, on the Internet and the like), as described in the Standard Terms of Engagement for Legal Services under the caption "*Use of Publicly Available Information*", please indicate your acknowledgement, agreement and acceptance on behalf of the Town by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

You may terminate our engagement as bond counsel at any time simply by notifying us. We may terminate our engagement for nonpayment of our fees and other charges and where we are required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel, if necessary.

We ask you to acknowledge that, in reviewing and executing this letter, you have not relied on any advice provided by our Firm but instead have acted solely in reliance upon the advice of other legal counsel.

We are pleased to have this opportunity to be of service to you.

Sincerely,

Adam G. Steuerwald

cc: \_\_\_\_\_, Municipal Advisor (via email \_\_\_\_\_)  
Enclosure

Town of Danville  
General Obligation Bonds, Series 2024  
October \_\_, 2024  
Page 7

ACKNOWLEDGED, AGREED TO AND ACCEPTED:

TOWN OF DANVILLE, INDIANA

By: \_\_\_\_\_  
Mark Morgan, Town Manager

DMS 44638895v1



## BARNES & THORNBURG LLP

### TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

#### Our Client

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- The beneficiaries of a trust administered by a trustee who is our client;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

#### The Scope of Our Work

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

Except to the extent you expressly request in writing that we advise or assist you concerning the following

matters, you agree to take full responsibility yourself for:

- Ascertaining or obtaining insurance coverage that you may have for any claim, potential liability, attorneys' fees or expenses and promptly notifying your carrier(s) as required to invoke any coverage;
- Tax implications of any transaction, settlement or course of action;
- Data security or privacy compliance practices;
- Compliance by you, associated persons or beneficial owners with the Corporate Transparency Act and reporting thereunder.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

#### Who Will Provide the Services

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

#### How Fees Will Be Set

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and review is an important element of providing quality services, and

so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

#### Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel
- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. For example, we establish and adjust from time to time fixed charges for certain services of our managing clerk's office (such as

filings with courts or public agencies), notarial services (including remote notary services), and other services. Such charges reflect the fair value of such services. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

#### Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

#### Security Retainers (Advance Deposits)

New clients of our Firm will ordinarily be asked to deposit a security retainer (an advance deposit) with the Firm. The Firm may also in its sole discretion at any time during our representation require existing clients to provide a security retainer based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that

may cause the Firm to conclude it is appropriate to do so.

If we require a security retainer from you, we will charge or draw against it for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted and the amount which must be paid to replenish the retainer to the agreed level. If the security retainer is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the security retainer is no longer necessary or may appropriately be reduced, the remaining balance, if any, or a portion thereof, will be returned to you.

#### Funds Held in Our Trust Account

Any security retainer we receive from you will be held in our trust account until it is charged for fees and other charges or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your security retainer is held by us in our trust account, it remains your property. You authorize us to apply it to any fees, expenses, or other charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive in representing you, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, or at your direction or as required by law, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any security retainer) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

#### Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged,

including all persons and entities affiliated with you whose interests could be affected. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

#### Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the United States, and we represent many different clients in many different industries and countries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on your representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any representation adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to any matter we undertake on your behalf now or in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations, as well as related negotiations, subsequent amendments or disputes;
- b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- c. Advice and representation of our other clients regarding the existence or potential existence of legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these Terms of Engagement and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

#### Our Non-Legal Affiliates

As further described below, you should be aware that our Firm has ownership interests in non-legal services businesses (the "non-legal affiliates"), and the services of such non-legal affiliates may be provided by Firm

personnel or others. Such non-legal affiliates may provide non-legal services to a party that is an adversary of yours in an unrelated matter in which the Firm is representing you. Such a party contracting with a non-legal affiliate is not a client of the Firm, but you should consider that our financial interest in the non-legal affiliate services to such party could give rise to a conflict of interest because of the potential influence on our independent judgment in our legal representation of you. This confirms your consent, in advance, to any conflict of interest that may arise by virtue of our Firm's economic interest in a non-legal affiliate providing services to a party adverse to you in a legal representation.

Should you engage a non-legal affiliate for non-legal services, that affiliate will provide its own contract for services to you. Such services are not governed by these Terms of Engagement. No lawyer-client relationship will exist (or could exist) between such entity and you, even if services by such non-legal affiliate are provided by personnel who are employed by or partners of our Firm. You should seek independent counsel to advise you on your contract with such non-legal affiliate. Because of our ownership interest, we will not represent you in entering into that contract. This confirms your consent, in advance, to any conflict of interest that may arise by virtue of our Firm's economic interest in a non-legal affiliate you engage for non-legal services.

#### Electronic Communications and Cloud Storage

We caution you that, to maintain the confidentiality and privilege of electronically stored or transmitted information and communications related to your legal matters, you should not use a computer, other electronic device, network or Internet address that is owned, controlled, or on which your communications may be accessed, by anyone other than you. This warning includes electronic venues provided by a hotel, a library, publicly available Internet, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party. You agree to let us know if you are sending any files or documents that contain sensitive or personal information so we can arrange to receive such information via secure file transfer. Additional documents such as a Data Processing Agreement ("DPA") may be required before we can receive or share such information.

You agree that both you and our Firm may use electronic devices and Internet services that are managed by third parties and which allow us to communicate with each other and share documents and information notwithstanding some risk that such communications and documents may be intercepted or

accessed by and disclosed to unauthorized parties. We will also store electronic data relating to our representation of you remotely with cloud-based data storage services managed by third parties. You understand that, while reasonable efforts may be taken to prevent inadvertent or unauthorized disclosure of, or access to, information relating to our representation of you, we cannot guarantee that no unauthorized access will occur. You agree that the benefits of using these technologies outweigh the risks of unauthorized or inadvertent disclosure and that the Firm is not responsible for the unauthorized access of information sent via these services. Our use of such technology may include unencrypted email, messaging, mobile phones, voice over Internet, electronic data/document websites or storage or transfer services, video conferencing, and other technology in which your documents and information are transmitted, stored or processed using off-premises or cloud-based services managed by third parties.

### Use of Artificial Intelligence

Artificial Intelligence ("AI") describes computer technology with varied abilities to analyze and generate data to find patterns, reach conclusions and predict future behavior, or to create text or images based on data and inputs provided. We may employ AI or tools that incorporate AI including to increase efficiencies and reduce costs when performing certain legal and non-legal tasks. The Firm has a protocol regarding any use of AI. You agree that we may utilize AI in connection with our representation of you consistent with Firm protocol and the Rules of Professional Conduct.

### Privacy Notice and Data Security

During the course of this engagement, the Firm may collect and process personal information relating to the matters in which we are representing you. You agree you have all legal rights necessary to provide any personal information you provide to us for use and processing consistent with the terms of our engagement and agree to execute a DPA and similar compliance agreements with the Firm where required. You agree to provide only the minimum amount of personal information necessary for us to perform our legal services and to take measures to protect and secure all sensitive, confidential, and personal information. Our collection and processing of personal information is further governed by the firm's Privacy Notice at [btlaw.com/privacy-policy](http://btlaw.com/privacy-policy), as well as applicable privacy and data protection laws, regulations, and codes of professional conduct.

You agree you are responsible for providing all physical, technical, administrative, and organizational safeguards necessary to secure and protect any information under your control relating to our

engagement and are responsible for the breach of any security of information caused via your or your affiliates' or third party service providers' systems. You agree to immediately and without undue delay report and take steps to mitigate any actual or attempted security incident or breach of security of data related to or which could affect you, the Firm, or our representation of you in any manner.

Certain laws may require your consent before we may send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by using the unsubscribe link in a communication or by notifying us at [privacy@btlaw.com](mailto:privacy@btlaw.com).

### Certain Client Responsibilities

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data and communications. You must ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

### Use of Publicly Available Information

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, unless you specifically instruct us to the contrary, you authorize us to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet).

### Consultations with Firm Legal Counsel

In part because of the number of clients we represent and the complexity of the matters in which we are engaged, issues may arise from time to time that involve questions as to our duties as lawyers, including under the professional conduct rules. Such questions might include, for example, issues raised because of a disagreement between us and a client over the handling of a client's matter. Under normal circumstances when such issues arise, we would seek advice from our in-house legal counsel who have deep experience in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and legal counsel for the firm. Accordingly, you agree that if we determine in our own discretion during the course of the representation that it is helpful to consult with our firm counsel, we may do so on the understanding that you agree that these communications are privileged and confidential to the firm.

### Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your obligations to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals or proceedings.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will

discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. You hereby agree that we may require such payment before delivering such materials, to the extent allowed by applicable Rules of Professional Conduct. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However, we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

If our Firm or any of our lawyers or staff are named as a party, or are subpoenaed or otherwise lawfully compelled to respond or produce evidence or appear in a legal proceeding or deposition relating to our services performed for you (excluding claims for lawyer misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.

FUND #	FUND DESCRIPTION	2024 PROJECTED		2025 PROJECTED		DIFFERENCE
		REVENUES	REVENUES	REVENUES	REVENUES	
1101	GENERAL FUND	\$ 7,985,540.00	\$ 8,251,206.00	\$ 265,666.00		
2201	MOTOR VEHICLE	\$ 495,644.00	\$ -	\$ -		
2202	LOCAL ROAD & STREET (LRS)	\$ 223,465.00	\$ 223,654.00	\$ 189.00		
2203	MVH RESTRICTED	\$ 221,294.00	\$ 221,294.00	\$ -		
2204	PARKS AND RECREATION FUND	\$ 927,280.00	\$ 903,957.00	\$ (23,323.00)		
2228	LAW ENFORCEMENT CONT ED	\$ 10,280.00	\$ 10,280.00	\$ -		
2235	WAGERING FUND	\$ -	\$ -	\$ -		
2236	RAINY DAY FUND	\$ 5,076.00	\$ 5,076.00	\$ -		
2240	PUBLIC SAFETY LIT	\$ 167,877.00	\$ 139,345.00	\$ (28,532.00)		
2300	POLICE "DONATIONS"	\$ -	\$ 19,112.00	\$ 19,112.00		
2301	FIRE DONATION FUND	\$ -	\$ 2,500.00	\$ 2,500.00		
2302	POOL & PARK DONATIONS	\$ -	\$ 18,401.00	\$ 18,401.00		
2500	HOST COMMUNITY AGREEMENT	\$ 946,861.00	\$ 946,861.00	\$ -		
3307	GO BOND PAYMENTS	\$ 296,447.00	\$ 191,501.00	\$ (104,946.00)		
3312	PARK BONDS	\$ 175,601.00	\$ 175,995.00	\$ 394.00		
4401	CCI BUILDINGS	\$ 18,995.00	\$ 18,995.00	\$ -		
4402	CCD	\$ 365,073.00	\$ 458,456.00	\$ 93,383.00		
4403	PARK NON-REVERTING FUND	\$ 687,962.00	\$ 675,000.00	\$ (12,962.00)		
4436	EDIT ACCOUNT	\$ 749,756.00	\$ 722,764.00	\$ (26,992.00)		
4439	FOOD & BEVERAGE TAX	\$ 244,883.00	\$ 244,883.00	\$ -		
6101	WATER FUND	\$ 3,403,091.00	\$ 3,403,091.00	\$ -		
6201	WASTERWATER TREATMENT	\$ 3,937,634.00	\$ 3,937,634.00	\$ -		
6501	STORMWATER FUND	\$ 664,423.00	\$ 664,423.00	\$ -		
	<b>TOTALS:</b>	<b>\$ 21,527,182.00</b>	<b>\$ 21,730,072.00</b>	<b>\$ 202,890.00</b>		

\*\*\*The above revenues don't include the Levy Appeal that we are in the process of applying for\*\*\*

## 2025 BUDGET CHANGES

### 1101 GENERAL – NON-DEPARTMENTAL – ALL

Professional Services – increasing by \$10,000

Technology & It Services – increasing by \$14,000

**Total Increase: \$24,000**

### 1101 GENERAL – POLICE

Uniform Allowance – increasing by \$2,000

Office Supplies - increasing by \$1,000

Other Services & Charges - increasing by \$10,000

Technology – Hardware/Software – increasing by \$500

Training – increasing by \$3,000

New Equipment - increasing by \$500

**Total Increase: \$17,500**

**2 Additional Officers from EDIT: \$246,370**

### 1101 GENERAL – FIRE

Physicals - increasing by \$16,550

Office Supplies - increasing by \$8,000

Other Supplies - increasing by \$4,000

Rescue Supplies - increasing by \$4,250

Parts, Repairs, & Motor Supply - increasing by \$13,600

Quartermaster Supplies - increasing by \$20,500

Repair/Maintenance-Equipment/Building – increasing by \$11,525

Fire Prevention – increasing by \$1,605

Other Services & Charges - increasing by \$6,980

Training - increasing by \$5,200

Printing & Advertising - increasing by \$250

New Equipment - increasing by \$5,014

Uniform Allowance - increasing by \$3,500

**Total Increase: \$100,974**

**Due to the significant increase in line items, it may serve to go line by line.**

Requesting 3 Full Time Fire Fighters – increasing by \$339,329.52 for wages & benefits if the town covers all expenses

**Total Increase: \$339,329.52**

The majority of this will be covered by the Levy Appeal. \$67,079.52 would still need to be funded.



**1101 GENERAL – PUBLIC WORKS**

Uniform Allowance – increasing by \$250

Office Supplies – **decreasing** by \$1,500

Other Supplies – **decreasing** by \$2,500

Repair/Maintenance-Equipment/Building – increasing by \$2,500

Training – increasing by \$2,500

**Total Increase: \$1,250**

**1101 GENERAL – CLERK-TREASURER**

Training - increasing by \$750

Professional Services – increasing by \$25,000 \*\*New line under Clerk-Treasurer\*\*

**Total Increase: \$25,750**

**1101 GENERAL – TOWN MANAGER**

Training – increasing by \$990

**Total Increase: \$990**

**1101 GENERAL – PLANNER**

Office Supplies – increasing by \$750

**Total Increase: \$750**

Requesting Part Time Planning Assistant – increasing by \$21,530 for wages & benefits

**Total Increase: \$21,530**

**2201 MOTOR VEHICLE MVH – PUBLIC WORKS**

Salt/Winter Materials – **decreasing** by \$5,500

Paving Expense – **decreasing** by \$133,000

Other Services & Charges – **decreasing** by \$23,500

**New Equipment – TBD – Funding Allowance**

**Total Decrease: \$162,000**

**2202 – LOCAL ROAD & STREET – PUBLIC WORKS**

Supplies – increasing by \$20,000

**Total Increase: \$20,000**

**2203 – MVH RESTRICTED – PUBLIC WORKS**

Paving Expense – **decreasing** by \$86,825

**Total Decrease: \$86,825**

**2204 – PARKS & RECREATION FUND – PARKS**

Equip Maint Supplies – increasing by \$10,000  
Rental Property Refunds – increasing by \$500  
Supplies - increasing by \$10,000  
Concession Supplies - increasing by \$5,000

**Total Increase: \$25,500**

**2225 OPIOID FUND-RESTRICTED – POLICE**

Other Services & Charges – increasing by \$293.54 \*\*Nothing budgeted for 2024\*\*

**Total Increase: \$293.54**

**2228 LAW ENFORCEMENT CONT ED – POLICE**

Range Expenditures – increasing by \$2,000  
Continuing Education – **decreasing** by \$10,000

**Total Decrease: \$8,000**

**2240 PUBLIC SAFETY LIT – FIRE & POLICE**

Misc Expenses – increasing by \$760

**Total Increase: \$760**

**2301 FIRE DONATION FUND – FIRE**

Junior Police & Fire Camp – increasing by \$2,500 \*\*Nothing budgeted for 2024\*\*  
Misc Expense - increasing by \$2,500 \*\*Nothing budgeted for 2024\*\*

**Total Increase: \$5,000**

**2302 POOL & PARK DONATIONS – PARKS**

Misc Expense – increasing by \$10,000 \*\*Nothing budgeted for 2024\*\*

**Total Increase: \$10,000**

**2500 HOST COMMUNITY AGREEMENT - ALL**

GIS Mapping – increasing by \$2,000  
Public Safety – Siren Maint – increasing by \$9,000  
4<sup>th</sup> of July – increasing by \$4,000

**Total Increase: \$15,000**

**4402 CCD – ALL**

Workers Comp Ins – increasing by \$5,740

**Total Increase: \$5,740**

#### **4403 PARK NON-REVERTING FUND – PARKS**

Fitness Center – Expenses – **decreasing** by \$29,000

Recreation Program Exp – increasing by \$10,000

Blanton House Expenditures – increasing by \$35,000

Promotional Expense – increasing by \$5,000 \*\*Nothing budgeted for 2024\*\*

Winterland – **decreasing** by \$30,000

**Total Decrease: \$9,000**

#### **4436 EDIT ACCOUNT – ALL**

Salary/Wages – increasing by \$246,370.35 \*\*This is for 2 Police Officers – this includes all wages and benefits for both positions\*\* This is shown above in Police

Professional Services – increasing by \$5,000

Liability Insurance – increasing by \$25,000

**Total Increase: \$276,370.35 (\$30,000)**

#### **4439 FOOD & BEVERAGE TAX – PARKS**

Other Services & Charges – **decreasing** by \$47,000

**Total Decrease: \$47,000**

#### **6101 – WATER FUND – WATER & CLERK-TREASURER**

Chemicals – increasing by \$10,000

Water Plant-Maint/Supplies - increasing by \$1,000

New Equipment - increasing by \$50,000

Office Supplies - increasing by \$500

Contractual Services - increasing by \$60,000

Pilot to Town – increasing by \$73,853

Insurance Liabilities – increasing by \$29,000

Training – Water Staff - increasing by \$2,500

**Total Increase: \$226,853**

#### **6201 – WASTEWATER TREATMENT – WASTEWATER & CLERK-TREASURER**

Professional Services – increasing by \$25,000

Chemicals – increasing by \$20,000

Employee Benefits – Uniforms – increasing by \$1,000

Pilot to Town - increasing by \$47,935

**Total Increase: \$93,935**

#### **6501 – STORMWATER FUND – STORMWATER & CLERK-TREASURER**

MS4 Programs – increasing by \$2,000

Projects – increasing by \$10,000

Pilot to Town – increasing by \$1,966 \*\*Nothing budgeted for 2024\*\*

**Total Increase: \$13,966**

## **POSITION CHANGES**

ALL Assistant Superintendents increasing by \$5.02 per hour – this will be an increase by \$12,212.27 for 1101 General; \$2,284.10 for 2201 Motor Vehicle MVH; \$9,136.40 for 2204 Park; \$6,730.43 for 6101 Water; \$16,323.65 for 6201 Wastewater; \$3,989.51 for 6501 Stormwater

**Total Increase: \$50,676.36**

Utility Deputies increasing by \$2.00 per hour – this will be an increase by \$2,912 for 6101 Water; \$3,276 for 6201 Wastewater; \$1,92 for 6501 Stormwater

**Total Increase:**

Accounts Payable increasing by \$1.50 per hour – this will be an increase by \$955.50 for 1101 General; \$819 for 6101 Water; \$819 for 6201 Wastewater; \$136.50 for 6501 Stormwater

**Total Increase: \$2,730**

Department Facility Aide – moving to full time for 2025 – this will be an increase by \$5,354.70 for 1101 General; \$1,784.90 for 2204 Park; \$5,354.70 for 6101 Water; \$5,354.70 for 6201 Wastewater

**Total Increase: \$17,849**

## **Insurance Changes**

Medical Insurance – increase of 2.2% to the town – this will be an increase by \$30,567.92 for 1101 General; \$2,938.26 for 2201 MVH; \$112.97 for 2204 Park; \$2,742.44 for 4403 Park Non-Reverting; \$21,827.58 for 6101 Water; \$18,782.69 for 6201 Wastewater; \$7,769.10 for 6501 Stormwater

**Total Increase: \$84,740.96**

HSA Contributions – increase of \$500 for each level – this will be an increase by \$35,866 for 1101 General; \$789 for 2201 MVH; \$2,860 for 2204 Park; \$600 for 4403 Park Non-Reverting; \$6,085 for 6101 Water; \$5,000 for 6201 Wastewater; \$1,800 for 6501 Stormwater

**Total Increase: \$53,000**

# BUDGET CHANGE DECISION SHEET 2025

#	Category	Increase	Decision (Check box)			More Info
			Yes	No	Modify	
<b>1101 General - Non-Departmental - All</b>						
1	Professional Services	\$ 10,000.00				
2	Technology & IT	\$ 14,000.00				Going up 10%
		\$ 24,000.00				
<b>1101 General - Police</b>						
1	Uniform Allowance	\$ 2,000.00				
2	Office Supplies	\$ 1,000.00				
3	Other Services & Charges	\$ 10,000.00				
4	Technology Hardware/Software	\$ 500.00				
5	Training	\$ 3,000.00				
6	New Equipment	\$ 500.00				
7	Officer (x2) (Edit?)	\$ 246,370.00				
		\$ 263,370.00				
<b>1101 General - Fire</b>						
1	Physicals	\$ 16,550.00				
2	Office Supplies	\$ 8,000.00				
3	Other Supplies	\$ 4,000.00				
4	Rescue Supplies	\$ 4,250.00				
5	Parts, Repairs, & Motor Supply	\$ 13,600.00				
6	Quartermaster Supplies	\$ 20,500.00				
7	Repair/Maintenance Buildings	\$ 11,525.00				
8	Fire Prevention	\$ 1,605.00				
9	Other Services & Charges	\$ 6,980.00				
10	Training	\$ 5,200.00				
11	Printing & Advertising	\$ 250.00				
12	New Equipment	\$ 5,014.00				
13	Uniform Allowance	\$ 3,500.00				
14	Fireman (x3)	\$ 339,329.52				
		\$ 440,303.52				

		Yes	No	Modify	Need to know facts
<b>1101 General - Streets</b>					
1 Uniform Allowance	\$ 250.00				
2 Office Supplies	\$ (1,500.00)				
3 Other Supplies	\$ (2,500.00)				
4 Repair/Maintenance Buildings	\$ 2,500.00				
5 Training	\$ 2,500.00				
	\$ 1,250.00				
<b>1101 General - Clerk-Treasurer</b>					
1 Training	\$ 750.00				Need to know facts
					Want more training for staff
2 Professional Services	\$ 25,000.00				Need more support for the first couple of years in office
	\$ 25,750.00				
<b>1101 General - Town Manager</b>					
1 Training	\$ 990.00				Need to know facts
	\$ 990.00				Paying for more personnel to attend trainings
<b>1101 General - Planner</b>					
1 Office Supplies	\$ 750.00				Need to know facts
2 Part Time Planning Assistant	\$ 21,530.00				
	\$ 22,280.00				
<b>1101 General</b>					
1 Building Inspector	\$ 44,439.78				Need to know facts
	\$ 44,439.78				This was supposed to be 50/50 between Stormwater & General in 2024 and didn't happen
<b>2201 Motor Vehicle Highway MVH</b>					
1 Salt/Winter Materials	\$ (5,500.00)				Need to know facts
2 Paving Expense	\$ (133,000.00)				
3 Other Services & Charges	\$ (23,500.00)				
4 New Equipment	?				
	\$ (162,000.00)				
<b>2202 - Local Road &amp; Street - Streets</b>					
1 Supplies	\$ 20,000.00				Need to know facts
	\$ 20,000.00				
<b>2203 - MVH Restricted - Streets</b>					
1 Paving Expense	\$ (86,825.00)				Need to know facts

\$ (86,825.00)

**2204 - Parks & Recreation - Parks**

	Yes	No	Modify	Need to know facts
1 Equipment Maintenance Supplies				Need more money to fix broken items in facilities
2 Rental Property Refunds				Renting more
3 Pool Supplies				Buying a new pool vac to replace 20 year old
4 Concessions Supplies				We don't spend it unless we are selling items
\$	10,000.00			
\$	500.00			
\$	10,000.00			
\$	5,000.00			
\$	25,500.00			

**2225 Opiod Fund - Restricted - Police**

	Yes	No	Modify	Need to know facts
1 Other Services & Charges				Never appropriated before
\$	293.54			
\$	293.54			

**2228 Law Enforcement Cont Ed - Police**

	Yes	No	Modify	Need to know facts
1 Range Expenditures				
2 Continuing Ed				
\$	2,000.00			
\$	10,000.00			
\$	12,000.00			

**2240 Public Safety Lit - Fire & Police**

	Yes	No	Modify	Need to know facts
1 Misc Expense				Need to know facts
\$	760.00			Never appropriated before
\$	760.00			

**2301 Fire Donations**

	Yes	No	Modify	Need to know facts
1 Junior Police & Fire Camp				Need to know facts
2 Misc Expense				Never appropriated before
\$	2,500.00			Never appropriated before
\$	2,500.00			Never appropriated before
\$	5,000.00			

**2302 Pool & Park Donations**

	Yes	No	Modify	Need to know facts
1 Misc Expense				Need to know facts
\$	10,000.00			We would raise the funds before spending any
\$	10,000.00			

**2500 Host Community Agreement - All**

	Yes	No	Modify	Need to know facts
1 GIS Mapping				Need to know facts
2 Public Safety Siren				Increase in cost
3 4th of July Fireworks				
\$	2,000.00			
\$	9,000.00			
\$	4,000.00			
\$	15,000.00			

**4402 CCD - All**

	Yes	No	Modify	Need to know facts
1 Workers Comp Ins				Need to know facts
\$	5,740.00			
\$	5,740.00			

**4403 Park Non Reverting Fund - Parks**

	Yes	No	Modify	Need to know facts
1 Fitness Center Expenses				New Equipment
2 Recreation Program				Break even line item
3 Blanton House				New ceremony area
4 Promotional Expense				Generated funds
5 Winterland				No display purchase
\$ (29,000.00)				
\$ 10,000.00				
\$ 35,000.00				
\$ 5,000.00				
\$ (30,000.00)				
\$ (9,000.00)				

**4436 EDIT Account**

	Yes	No	Modify	Need to know facts
1 Professional Services				
2 Liability Insurance				
\$ 5,000.00				
\$ 25,000.00				
\$ 30,000.00				

**4439 Food & Beverage Tax - Parks**

	Yes	No	Modify	Need to know facts
1 Other Services & Charges				
\$ (47,000.00)				
\$ (47,000.00)				

**6101 Water Fund - Water**

	Yes	No	Modify	Need to know facts
1 Chemicals				
2 Water Plant - Maint/Supplies				
3 New Equipment				
4 Office Supplies				
5 Contractual Services				
6 Pilot to Town				Updated amount with new rates in 2023
7 Insurance Liabilities				
8 Training				
\$ 10,000.00				
\$ 1,000.00				
\$ 50,000.00				
\$ 500.00				
\$ 60,000.00				
\$ 73,853.00				
\$ 29,000.00				
\$ 2,500.00				
\$ 226,853.00				

**6201 Wastewater Treatment**

	Yes	No	Modify	Need to know facts
1 Professional Services				
2 Chemicals				
3 Employee Benefits - Uniform				
4 Pilot to Town				Updated amount with new rates in 2023
\$ 25,000.00				
\$ 20,000.00				
\$ 1,000.00				
\$ 47,935.00				
\$ 93,935.00				



**6501 Stormwater**

	Yes	No	Modify	Need to know facts
1 MS4 Programs				
2 Projects				
3 Pilot to Town				Never been done until new rates in 2023
	\$ 13,966.00			

**Position Changes**

	Yes	No	Modify	Need to know facts
1 Assistant Sup Increase \$5.02/hr				Large gap in pay from assist to super
2 Utility Deputies Increase \$2/hr				More in line with other towns and with the county lowest paid position
3 Accounts Payable \$1.50/hr				More in line with other towns
4 Dept Facility Aide to Full Time				Cleaning person going full-time
	\$ 78,535.36			

**Benefits Changes**

	Yes	No	Modify	Need to know facts
1 2.2% Increase Insurance				Absorbing by the Town
2 HSA Contributions increase x\$500				From \$1,500 to \$2,000
3 Cell Phone Stipend (All Employees)				More software the depts use need apps to function
4 Longevity Pay (All Employees)				Should be for ALL employees not just Police & Fire
	\$ 208,115.68			

**Other Items Discussed**

	Yes	No	Modify	Need to know facts
1 Full Time Assistant Town Manager				
2 Full Time Economic Developer				
3 Edit Change for Police Cars				
4 Fire Overtime				Budget decrease
5 Fire Part Time				Budget decrease
6 RDC Request				
	\$ 40,000.00			

**Bond**

	Yes	No	Modify	Need to know facts
1 Bond 6.5 Million				Yes, No or Modify Number
	\$ 6,500,000.00			