



Town of Selma  
 Town Council Meeting One  
 July 9, 2026  
 Selma Jernigan Building  
 6:00 PM

§ 143-318.17. **Disruptions of official meetings.** A person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting is guilty of a Class 2 misdemeanor.

**ORDER OF BUSINESS**

Page

1. **CALL TO ORDER**
2. **INVOCATION**  
 Pastor Todd Daniels of Selma Baptist Church
3. **PLEDGE TO FLAG**  
 Selma Yellowjackets
4. **APPROVAL OF AGENDA**
5. **DISCUSSIONS/PRESENTATIONS**
  - a. Municipal Electric Safety Award Presentation  
 ElectriCities of NC
6. **BUSINESS ITEMS**
  - a. Johnston County Public Schools (JCPS) Athletic Facility Use Agreement 3 - 12  
 Town Manager - Phillip McDaniel  
[20260629 Action Agenda Item - JCPS Athletic Facility Use Agreement](#)  
[20260617 JCPS Athletic Facility Use Agreement](#)
  - b. Johnston County Public Schools (JCPS) School Resource Officer 13 - 27  
 (SRO) Service Contract  
 Police Chief - Justin Vause  
[20260521 Action Agenda Item - SRO Contract](#)  
[20260521 SRO Service Contract](#)  
[20260521 SRO Service Contract - Exhibit A](#)

c.	FY26/27 Budget Amendment #1 Finance Director - Katie Taylor <a href="#">20260626 Action Agenda Item - FY26/27 Budget Amendment #1</a> <a href="#">20260626 FY 26/27 Budget Amendment #1</a>	28 - 29
d.	Mauldin & Jenkins, PLLC - Contract to Audit Accounts Finance Director - Katie Taylor <a href="#">20260626 Action Agenda Item - FY 25/26 Audit Contract</a> <a href="#">20260626 Mauldin &amp; Jenkins FY 25-26 Audit Contract</a>	30 - 40
<b>7.</b>	<b><u>CONSENT AGENDA</u></b>	
a.	Approval of minutes Town Clerk – Dalton Larsen-Batten <a href="#">20251108 Open Forum Meeting</a> <a href="#">20260121 Special Council Meeting</a> <a href="#">20260214 Open Forum</a> <a href="#">20260512 Special Council Meeting</a> <a href="#">20260512 Town Council Meeting Two</a> <a href="#">20260519 Special Council Meeting</a> <a href="#">20260602 Special Council Meeting</a> <a href="#">20260507 Special Council Meeting</a>	41 - 75
<b>8.</b>	<b><u>COUNCIL MEMBERS REPORT &amp; RECOMMENDATIONS</u></b>	
<b>9.</b>	<b><u>MAYORS REPORT &amp; RECOMMENDATIONS</u></b>	
a.	Code Enforcement Discussion	
<b>10.</b>	<b><u>CLOSED SESSION</u></b>	
<b>11.</b>	<b><u>ADJOURNMENT</u></b>	



## ACTION AGENDA ITEM 2026

To: Town Council  
From: Phillip McDaniel, Town Manager

Date Submitted: 06/30/2026  
Meeting: Date: 07/09/2026

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ISSUE/ACTION REQUESTED: Staff Recommends the approval of the Johnston County Public Schools Facility Agreement.

Public Hearing: NO

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BACKGROUND/PURPOSE OF REQUEST: Staff has negotiated an updated agreement for facilities use. The agreement is like the previous agreement with reduction to our responsibility of field maintenance for non rec league games and gives priority for Selma parks and rec requests.

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FISCAL IMPACT: no  
BUDGET AMENDMENT REQUIRED: No  
CAPITAL PROJECT ORDINANCE REQUIRED: No  
PRE-AUDIT CERTIFICATION REQUIRED: no

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CONTRACTS/AGREEMENTS  
REVIEWED BY TOWN ATTORNEY: yes in previous form

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ADVISORY BOARD RECOMMENDATION: N/A

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TOWN MANAGER'S COMMENT: Recommends approval

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FINANCE DIRECTOR'S COMMENT: N/A

**JOHNSTON COUNTY PUBLIC SCHOOLS - APPLICATION AND AGREEMENT FOR  
ATHLETIC FACILITY USE OF SCHOOL FACILITIES**

**Request Made by:** Phillip McDaniel **Title/Position:** Town Manager

**Name of Organization/Business/Individual:** Town of Selma

**Address of Organization/Business/Individual:** \_\_\_\_\_

**Contact Information of Requesting Group:**

**Contact Person:** \_\_\_\_\_ **Telephone:** 919-524-6579

**Email:** Pmcdaniel@selma-nc.com

**Is the requesting group a member of Johnston County Parks and Recreation and or a non-profit agency:** YES (YES/NO)

**Name of School and Facility to be Used:** Selma Middle School

**Area to be Used (Gym, Athletic Fields, other Areas):** Gym and athletic fields

**Are you requesting for any indoor or meeting space use:** NO (YES/NO)

**If so what locations:** \_\_\_\_\_

**Purpose of Use:** General youth recreation activities for the town

**Dates of Proposed Use (cannot overlap school/district/events/dates/times):**

To be approved and submitted in facilitron

**Times of Proposed Use (cannot overlap school/district/events/dates/times):**

**From:** TBD (AM/PM) **Until:** TBD (AM/PM)

**Additional or varied times:** \_\_\_\_\_

**Number of Persons Using Facility (approx.):** \_\_\_\_\_ (cannot exceed established Fire Code.)

*I do hereby acknowledge that I have read and understand the terms and conditions in this entire document and do hereby agree to the terms and conditions set forth.*

**Date of Request:** 6/17/26

**Signature of Applicant:**

**Approved by JCPS on:** \_\_\_\_\_ **By:** \_\_\_\_\_

**User Fee:** \_\_\_\_\_ **For:** \_\_\_\_\_ **School Year / Event**

**Pending Certificate of Insurance:** \_\_\_\_\_ **Pending User Fee Payment:** \_\_\_\_\_

**JOHNSTON COUNTY PUBLIC SCHOOLS – APPLICATION AND AGREEMENT FOR  
ATHELETIC FACILITY USE OF SCHOOL FACILITIES**

**Johnston County Public Schools  
Rental Agreement for Use of School Facilities for Non-School Activities  
(Pursuant to Johnston County Board of Education Policy 2510 – Community Use of School  
Facilities)**

Per Johnston Board of Education Procedures for Rental of School Facilities, the Board of Education, upon the recommendation of the superintendent, may lease a school facility to a nonprofit organization on a regular basis for an extended period of time (generally, more than three months) but for no more than one year for a good cause upon such terms and conditions as are mutually agreeable to the parties.

Request is hereby made by [See cover sheet for name of organization] (“Lessee”) for the use of [See cover sheet for School Facility] on the following date(s) and times:

Dates/Times: [See cover sheet for Specific Date/Times]

**(\*Note: Times must be from when the doors are opened to when doors close. A School Official or Designee at discretion of the principal must be on site at all times when property is used by the Lessee and when open to the public.)**

Lessee has requested, and the Superintendent or designee has approved, the use of the above-referenced school facilities for the following purpose:

[See cover sheet for Purpose and Program information]

**TERMS OF THE AGREEMENT FOR THE USE OF THE FACILITY:**

**1. FEES/TERM**

User fee:    \$[Determined and communicated by JCPS]. The check is to be made payable to Johnston County Public Schools and remitted to JCPS Facility Services, Attn: Mr. Joshua Plisko 601 A West Market Street Smithfield, NC 27577. This signed agreement must be received at least ten (10) days prior to the beginning of the intended use. If the User Fee includes access to any school system mechanical equipment, any malfunction of such mechanical equipment will not automatically result in any refunds to the Lessee.

Term: This agreement shall commence on July 1<sup>st</sup> 2026, and conclude on June 30<sup>th</sup> 2026. This agreement may be renewed annually by the parties in writing and providing all parties an updated certificate of insurance.

**2. RESPONSIBILITY AND SUPERVISION**

An adult supervisor (an individual age 21 or older representing the Lessee) must be in attendance at all times and must provide appropriate and sound supervision to anyone that the Lessee permits to be on school grounds. If the activity is or includes an athletic or dance activity, or if JCPS has determined, in its sole discretion, that the Lessee’s use has a greater than average risk of injury to participants and attendees, Lessee also must provide appropriate medical supervision and/or ensure that the adult supervisor(s) have appropriate first aid and CPR training. The Lessee agrees and will be responsible for any and all damage to the facility by the Lessee or the Lessee’s agents, assigns, or participants in any activity sponsored, controlled, or organized by the Lessee, or for activities over which the Lessee has control or for which purpose the space is leased.

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**3. INDEMNITY**

The Lessee agrees to indemnify and hold harmless the Johnston County Board of Education and all its officers (former and current), employees, and agents, individually and collectively, for any and all claims, demands, suits, cause of action, or judgements (including defense and other costs) any person had, now has, or may have in the future arising out of the Lessee's use and/or occupancy of the leased premises, including any and all incidences and occurrences which cause bodily injury, a personal injury suffered by reason of the use of such school property pursuant to this agreement.

**4. INSURANCE (check one to indicate whether Lessee is required to provide proof of insurance)**

X If Lessee is sponsoring an event that includes sports, dance or other physical activities, or any other activity that JCPS has determined, in its sole discretion, as having a greater than average risk of injury, Lessee must provide a Certificate of Liability insurance indicating \$1,000,000 Commercial General Liability Coverage per occurrence with a \$5,000 medical payment endorsement. The name of the Lessee as listed on the JCPS Facility Use Application Form and this agreement must be the name of the insured party listed on the insurance certificate. In addition, the certificate must list "Johnston County Board of Education" as Certificate Holder and Additional Insured. An additional insured endorsement form is required. If an outside agency rents facilities and school students are involved in the event, they must add limits in the amount of \$300,000 for sexual abuse molestation/misconduct coverage. Please see sample certificate and endorsement form attached.

Insurance requirement does not apply. Lessee is not required to provide a Certificate of Liability insurance because: \_\_\_\_\_.

**5. ORDERLY USE**

The Lessee agrees that its employees, agents, volunteers, invitees and guests will treat all school system employees with respect and comply with all directives of the school system employees and policies of the school, Johnston Board of Education, and all laws of the state of North Carolina. These include, but are not limited to the following:

- No weapons, firearms, or facsimiles hereof on campus.
- No drugs, narcotics, controlled substances, or drug paraphernalia on campus.
- No alcoholic beverages will be sold or consumed on campus.
- Smoking and/or the use of tobacco substances is not allowed on campus.
- No games of chance or other forms of gambling on campus.

**6. NO TRANSFER, ASSIGNMENT, OR SUBLEASE**

The Lessee may not transfer or assign this agreement, umbrella the use of school facilities, or rent or sublet any part of said premises without the express written consent of the Johnston County Public Schools.

**7. VIOLATION OF AGREEMENT**

If the Lessee violates any of the covenants of this agreement, the Superintendent of the Johnston County Public Schools or his/her designee or the school principal, may, without notice to the Lessee, terminate the agreement and retake possession of the premises. Any misrepresentation by Lessee and/or abuse of any school system employee or property may result in immediate termination of this agreement, including JCPS immediately retaking possession of the premises,

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requiring that Lessee immediately vacating the premises, and the denial of Lessee's future requests for use of school facilities.

**8. ALTERATIONS/EQUIPMENT**

School facilities shall not be structurally or cosmetically altered by the Lessee without the express permission of the principal or the Superintendent's designee. At the permission and prior approval of the principal, the Lessee may be allowed to rearrange equipment or furniture at the school facility. The Lessee must return any moved equipment or furniture to its proper location. Pursuant to this agreement, Lessee will specifically be granted access

**9. CONFIRMATION OF AGREEMENT**

The agreement is not in force until signed by the Lessee, and accepted and signed by the school principal and the Superintendent or designee. The Lessee and the school principal shall retain fully executed copies of this document.

**10. ADVERTISING**

Advertising may begin after the Lessee and the JCPS have both signed this agreement. Verbal and written communications about the scheduled event or activity should include the Lessee's contact information, i.e., contact person's name, address, phone number, email address, and website. The Johnston County Public Schools may not be listed as an event sponsor in any advertisements from Lessee. Signage may be placed on school property only during the Lessee's approved time of use. Signage displayed must be temporary in nature and must be in compliance with all local sign and display regulations and the terms of this agreement.

**11. CANCELLATION**

Should the Lessee cancel an activity covered under this agreement, any deposit or application fee paid by Lessee is non-refundable. If the full amount has already been paid when the activity is cancelled, a refund may be returned to the Lessee, minus any deposit or application fee. This agreement may be cancelled by the Superintendent of Johnston County Public Schools or his/her designee or the school principal at their discretion. In the event of an emergency, the school principal may use his/her discretion for cancellation of events (ex. inclement weather). If the school is closed due to weather, emergency, etc., all events and rentals are cancelled until the schools are officially reopened.

**12. REMOVAL OF PROPERTY**

The Lessee is responsible for the removal of all supplies and materials used in conjunction with Lessee's use immediately upon its end. Those items not removed within 72 hours after the conclusion of Lessee's use shall be disposed of by the school at the expense of the Lessee. The school shall assume no responsibility for these items before, during, or after Lessee's use.

**13. SECURITY**

The Lessee agrees to reimburse the school for employment of a sufficient number (as deemed necessary by the school principal or Superintendent's designee, at his/her sole discretion) of duly authorized law enforcement officers for the purpose of maintaining order, protecting the public and school property, and enforcing regulations and laws of the state of North Carolina, or to provide additional, sufficient security as deemed necessary by the principal or Superintendent's designee. The Lessee will not be permitted to use the school property if the Lessee fails to cooperate with law enforcement. This reimbursement shall be in addition to the rental amount as described within the Facility Fee Schedule.

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**14. PAYMENT FOR DAMAGES**

The Lessee is responsible for all damage to buildings, turf, track, playing surfaces, athletic or other equipment. The Lessee agrees to pay costs of repair or replacement for damages, which may have occurred during the term of this agreement in order to restore the rented space or other parts of the campus affected by Lessee's use at a condition equal to that prior to the Lessee's use. The Lessee will be held liable and billed for any repairs or replacement for damaged property. Charges for any loss will be due and payable within five (5) days after notification.

**15. ADDITIONAL REGULATIONS AND CONDITIONS OF USE**

Johnston County Public Schools reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the school, and such regulations shall be binding upon the Lessee.

**16. FOOD AND DRINK**

No eating or drinking will be allowed except where provisions are made for such activities in advance, and the provisions must comply with regulations of the State Department of Human Resources, Division of Health Services, and the Johnston County Health Department. No open or pit fires, nor candles, will be allowed under any circumstances. In addition, no portable cooking devices fueled by charcoal, propane gas, or powered by any other means may be used without the prior consent of the principal.

**17. PUBLIC SAFETY**

The Lessee agrees that at all times Lessee will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations. All portions of sidewalks, entries, doors, passages, halls, corridors, stairs, and all ways of access to public utilities shall be kept unobstructed by the Lessee. Hallways are to be used for entrance and egress only. The Lessee is not to bring onto the premises any material, substance, equipment, or object, which is likely to constitute a hazard to the property without the prior written consent of the school principal. The use of open fire or flames is strictly prohibited.

**18. CONTROL OF FACILITY AND RIGHT OF ENTRY**

In renting the identified facilities to the Lessee, it is understood that the Johnston County Public Schools does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules, and regulations. Duly authorized representatives of the Johnston County Public Schools may enter the premises without any restriction whatsoever.

**19. CARE OF FACILITY**

The Lessee shall not injure or deface the premises or any equipment therein. The Lessee shall not drive any nails, hooks, tacks, or screws into any part of the building, nor make any alterations of any kind to said facility.

**20. PARKING**

Parking will be permitted only in areas designated for such use. Parking will not be permitted on grassed and landscaped areas.

**21. MISCELLANEOUS**

**JOHNSTON COUNTY PUBLIC SCHOOLS – APPLICATION AND AGREEMENT FOR  
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This agreement and any other document attached hereto and incorporated into this agreement by reference, constitute and express the entire agreement and understanding between the parties concerning the subject matter of this agreement and supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this agreement. This agreement may be amended only by written amendments duly executed by and between Lessee and the JCPS. North Carolina law will govern the interpretation and construction of this agreement.

**22. SITE BASED PROCEDURAL NOTES:**

The following are site notes, clarification and requests by site location or JCPS for more specific information particularly regarding items 8, 16, 19, 21.

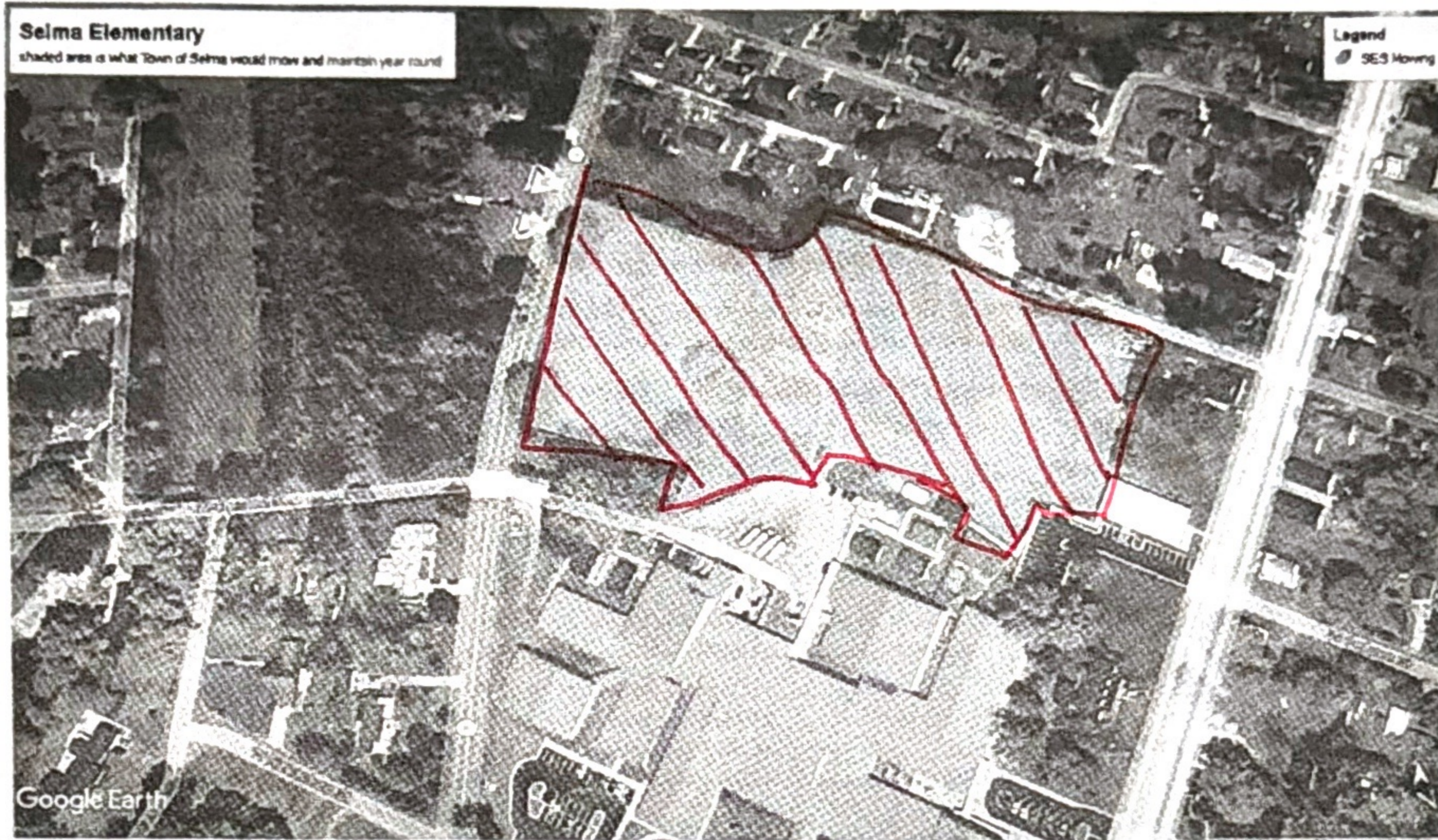
Notes

Selma Middle School will allow the use of outdoor bathroom facilities, parks and recreation will be responsible for opening the bathrooms and closing them during Selma events and report any damages to SMS. SMS will allow for storage of sports equipment like indoor soccer goals during the season. Selma Middle School reserves the right to block parking off for its activity buses.

Town of Selma will maintain athletic fields which includes mowing of areas shown in exhibits, lining of fields for any sport sponsored or provided by Town of Selma. All activities requested by Town of Selma shall be requested through Facilitron and be given priority.

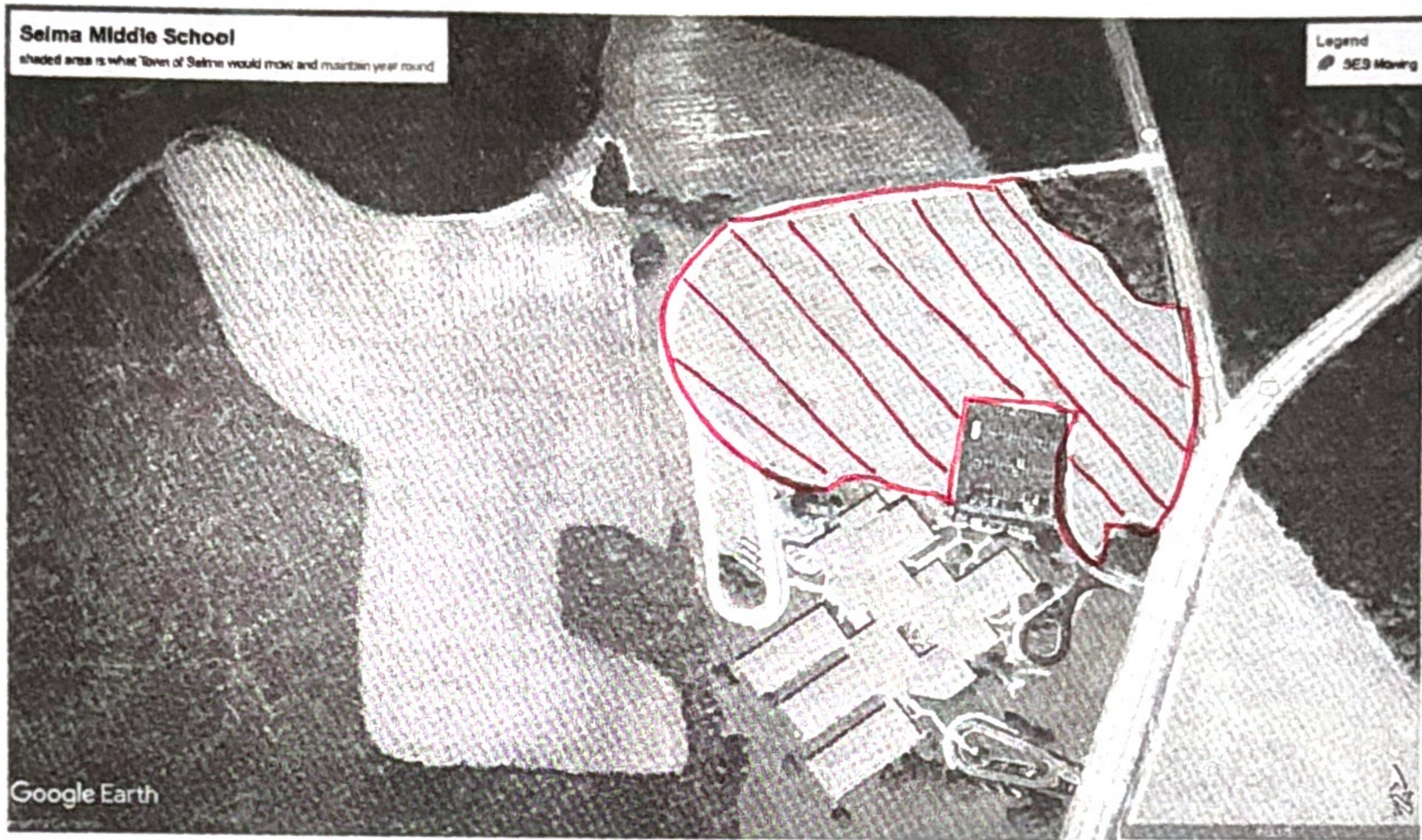
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Selma Elementary Mowing 2024.jpg



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Selma Middle School Mowing 2024.jpg



**JOHNSTON COUNTY PUBLIC SCHOOLS - APPLICATION AND AGREEMENT FOR  
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**I have read and agree to abide by the rules and regulations governing facility use in the  
Johnston County Public Schools. I agree to be billed for any additional hours utilized but  
not listed on this agreement.**

\_\_\_\_\_  
Organization/Lessee Name

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Representative Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

**Received and accepted by:**

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

*Joshua Plisko*  
\_\_\_\_\_  
Name of Superintendent or designee

*[Signature]*  
\_\_\_\_\_  
Signature of Superintendent or designee

*6/17/26*  
\_\_\_\_\_  
Date



## ACTION AGENDA ITEM 2026

To: Town Council  
From: Justin R. Vause, Police Chief

Date Submitted: 05/21/2026  
Meeting: Date: 07/09/2026

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ISSUE/ACTION REQUESTED: Approval of the Selma Police Department School Resource Officers Contract 2026-2027.

Public Hearing: **NO**

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BACKGROUND/PURPOSE OF REQUEST: This item is being presented to the Town Council for approval of the School Resource Officer (SRO) Contract between the Selma Police Department and the Johnston County Board of Education (JCBOE) for the 2026–2027 school year. This agreement outlines the continued partnership between the Town of Selma and JCBOE to provide law enforcement services within local schools, enhancing campus safety, fostering positive relationships between students and law enforcement, and supporting a secure educational environment. Approval of this contract allows for the assignment of School Resource Officers to designated schools and ensures continuity of this essential public safety program.

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FISCAL IMPACT: **YES**  
BUDGET AMENDMENT REQUIRED: **NO**  
CAPITAL PROJECT ORDINANCE REQUIRED: **NO**  
PRE-AUDIT CERTIFICATION REQUIRED: **NO**

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CONTRACTS/AGREEMENTS  
REVIEWED BY TOWN ATTORNEY: **YES**

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ADVISORY BOARD RECOMMENDATION: N/A

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TOWN MANAGER'S COMMENT: Recommended approval.

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FINANCE DIRECTOR'S COMMENT: Although the contract doesn't fully cover the Town's cost of salary and benefits for two officers per year, the Town does retain full use of these officers on school breaks. Finance recommends approval.

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**STATE OF NORTH CAROLINA  
COUNTY OF JOHNSTON**

**CONTRACT FOR SCHOOL RESOURCE OFFICER SERVICES**

This Contract for School Resource Officer Services (“Agreement”) is made and entered into this 15 day of May 2026, by and between the Johnston County Board of Education (hereinafter “Board”), the governing body of the Johnston County Public Schools (hereinafter “JCPS” or “District”), and the Town of Selma, the governing body of the Selma Police Department (“Town”), (collectively, the “Parties”).

**WITNESSETH:**

WHEREAS, the Board desires to have the Town assign sworn law enforcement officers to serve as School Resource Officers at certain schools owned and operated by the Board;

WHEREAS, the Town is willing to provide sworn law enforcement officers to serve as School Resource Officers within the District; and

WHEREAS, the Board and Town have entered into a separate School Resource Officer Program Memorandum of Understanding (“MOU”), describing the respective roles and responsibilities of school administrators and law enforcement officers pursuant to the MOU.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and Town do hereby agree as follows:

1. The town shall provide two (2) full-time sworn law enforcement officers from the Selma Police Department to serve as School Resource Officers (SRO) for the 2026-27 school year. When the officers are not working as SRO’s, they shall work normal work hours for the Selma Police Department.
2. One (1) SRO shall be assigned to each of the following schools:
  - a. Selma Elementary School
  - b. Selma Middle School
3. During the term of this agreement, the Board shall pay to the town an amount not to exceed **one hundred fifty-five thousand, five hundred eighty-eight dollars and zero cents (\$155,588.00)** for the 2026-27 school year. Payment shall be made by the Board in equal amounts on a monthly basis commencing with the effective date of this Agreement and continuing each month thereafter, with each monthly payment to be issued by the Board no later than thirty (30) days after receipt of an invoice from the Town reflecting the amount due.
4. The assignment of and services provided by the SROs shall be consistent with the terms of the MOU between the Board and the Town, effective July 1, 2026. The MOU is hereby incorporated in this Agreement by reference and attached as Exhibit A. To the

extent the MOU is amended or modified during the term of this Agreement, any such modified terms shall govern. To the extent any terms of this Agreement conflict with terms of the MOU, the MOU shall prevail.

5. It is understood and agreed between the Parties that although it is the intent of both Parties to provide the officers and funding described herein, there may arise circumstances in which one or both Parties are unable to discharge their respective obligations pursuant to the Agreement and MOU. It is understood and agreed between the Parties that the payment obligation of the Board under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. To the extent the Board is unable to issue funding as described herein, the Board acknowledges that the Town may decline to provide further SRO services. It is understood by the Board that the services provided by the Town under this Agreement are contingent upon ongoing employment of a sufficient number of officers to meet the needs of the Town at large, which includes the needs of the District pursuant to this Agreement. To the extent the Town is at any time unable to provide SRO services as described in this Agreement and the MOU, the Board shall not be responsible for further payment, and payment made for services not rendered shall be refunded by the Town to the Board. Thus, if either the Board is unable to provide funding or the Town is unable to provide an officer, this Agreement shall terminate on two (2) weeks' notice of either part to the other, and neither party shall have further obligations hereunder, except that the payment made by the Board to the Town for services not rendered shall be refunded by the Town to the Board.
6. The Parties acknowledge that the requirements of G.S. 115C-332.1 apply to this Agreement. The Town shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, The North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry, and certifies that no individual appearing on any such registry shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Town shall also conduct criminal background checks on each of its officers who shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Town shall not assign an officer to provide services pursuant to this MOU if said officer has been convicted of a felony or any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person or if said officer has engaged in any crime or conduct indicating that the officer may pose a threat to the safety or well-being of students or school personnel. The Town agrees to conduct the background checks articulated above no earlier than thirty (30) days prior to provision of services articulated in this Agreement, to maintain documentation of the checks, and to provide such documentation of the checks to the District upon its request. The Board reserves the right to prohibit any individual officer of the Town from providing services on Board property or at Board events if the Board determines, in its sole discretion, that such officer poses a threat to the safety or well-being of students, school personnel or others, or that the officer has not undergone the background checks articulated in this Paragraph.



**EXHIBIT A TO CONTRACT FOR SRO SERVICES**

**SCHOOL RESOURCE OFFICER PROGRAM**  
**MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (hereinafter “MOU”), effective July 1, 2026, is made and entered into by and between the Johnston County Board of Education (hereinafter “Board”), the governing body of the Johnston County Public Schools (hereinafter “JCPS” or “District”), and the Town of Selma, governing body of the local law enforcement agency (“Agency”) on the attached signature pages.

**WITNESSETH**

WHEREAS, the Board and the Agency recognize the benefits of the School Resource Officer Program to the citizens of Johnston County, North Carolina, and particularly to the students, parents and staff of the public school system of Johnston County, North Carolina;

WHEREAS, the Board desires to have the Agency provide School Resource Officers to certain schools within the JCPS;

WHEREAS, the Agency is willing to provide School Resource Officers to certain schools within JCPS; and

WHEREAS, it is in the best interest of the Board, the Agency, and the citizens of Johnston County to establish the School Resource Officer Program as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the Agency do hereby agree as follows:

**Article I**

**Purpose of SRO Program and MOU**

This MOU outlines the goals and guiding principles as agreed to by and between the Board and the Agency in order to foster an efficient and cohesive SRO program. The primary goal of the program is to provide for school safety and articulate the distinct, and at times overlapping, roles of school staff and SROs in responding to student misconduct as part of the SRO program. In addition, the program strives to foster positive relationships between students and law enforcement officials that further deters criminal and/or unsafe behaviors.

**Article II**  
**Duties of the Agency**

The Agency shall provide School Resource Officers (each, an “SRO” collectively “SROs”) as follows:

1. Qualifications of SROs. The Agency shall assign regularly employed law enforcement officers to serve as SROs in certain JCPS schools. Each assigned SRO will be a certified law enforcement officer by the State of North Carolina and must complete a forty (40) hour School Resource Officer training curriculum developed by the North Carolina Justice Academy, and Crisis Intervention Training (CIT) certification through a CIT provider approved by the Agency. If an officer does not possess requisite SRO training and/or CIT certification at the time of assignment, the Agency will ensure that the officer participates in any necessary coursework to receive the training and certification at the next available course offering and no later than one year after being assigned as a School Resource Officer. The Agency will ensure that all SROs complete refresher training as required by state law. In addition, the Agency shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency in addition to any training and certification required under this MOU.
2. Assignment of SROs. SRO positions shall be filled by the providing Agency’s directives and selection process. SROs should have no substantiated evidence of harassment, discrimination, disproportionate minority contact, improper use of force, or other serious performance issues in their work history that would make the officer inappropriate for performing duties as SRO. In addition, SROs should have positive experience working with youth and/or in a school setting and should be willing and able to serve as mentors for students. JCPS may provide feedback to the Agency regarding SRO selection. The Agency shall ensure that all SROs participate in an orientation process conducted in collaboration between the Agency and the JCPS to provide an overview of the School Resource Officer Program and review JCPS policies and procedures.
3. SRO Work Hours and Absences. The Agency shall not utilize the SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to this MOU. In the event an SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the Agency shall provide a replacement officer, whenever possible.

### **Article III**

#### **Board Expectations of the SRO While Serving on Campus**

1. SRO Work Hours, Uniforms and Visibility on Campus. The SRO shall follow the 215-day traditional staff calendar. When the law enforcement officer(s) is not working as an SRO, the officer(s) shall work normal work hours for the Selma Police Department. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this MOU, or on limited occasions to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO's control, the SRO shall give the school principal or designee reasonable advance notice of any times when the SRO is not expected to be on campus during normal school hours, and the Agency will provide replacement officers to the extent possible in accordance with Article II, Section 3, of this MOU. The SRO shall wear the official law enforcement uniform or other apparel issued by the Agency at all times while serving on District property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur. The SRO shall, whenever possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours, in order to assure the peaceful operation of school-related programs. Security services for extracurricular activities held outside of school hours shall be addressed through a separate contract between the Board and each Agency for law enforcement officer services.
2. SRO Mentoring and Outreach. Each SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general. The SRO shall be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and shall provide information on such agency to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to the school principal, students, and parents regarding additional resources offered by community agencies or the Agency providing afterschool and summer programs and opportunities for youth.
3. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to

protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Use of force may be implemented pursuant to Agency procedures and protocol as well as all applicable laws, if objectively reasonable based on the totality of the circumstances, and shall not be excessive, arbitrary, or malicious. The SRO also shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus. Non-SRO law enforcement who are asked to report to schools for any reason, by an SRO or other official, shall, whenever possible, advise the principal in advance before coming on campus.

- a) *Investigations and Arrests.* Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever a SRO asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation. The appropriate school authorities shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing, whenever a SRO asks a student questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrators shall collaborate and determine how such notice should be given in each individual circumstance.
- b) *Searches.* SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any JCPS employee lead or conduct a search of a student for law enforcement purposes.
- c) *Interrogations.* In cases where the parent(s) or guardian cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the student's Miranda or juvenile Miranda rights. At no time shall the SRO request that any JCPS employee act as an agent of the SRO or law enforcement in any interrogation.
- d) *Non-school Investigations.* The SRO shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or

unless questioning, searching or arresting a student on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.

4. School Discipline. The school administrator shall be solely responsible for implementing the student Code of Conduct and discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others in the school environment.
  - a) *Searches.* The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school personnel to maintain a safe and secure school environment.
  - b) *Interrogations.* The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by the school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively question students.
5. Joint Law Enforcement and School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.
6. Confidentiality; Access to Student Records. The SRO shall comply with all applicable laws, regulations, and Board policies, including but not limited to laws, regulations, and

policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of any JCPS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable Board policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:

- a. The SRO is acting as a “school official” (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO’s assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
  - b. The SRO has written consent from a parent or eligible student to review the records or information in question.
  - c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person’s health or safety.
  - d. The disclosure is made pursuant to a valid subpoena or court order, provided that school officials provide advance notice of compliance to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
  - e. The information disclosed is “directory information” as defined by Board Policy 8700, and the parent or eligible student has not opted out of the disclosure of directory information.
  - f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable JCPS policies and procedures.
7. Development of School Safety Plans. The SRO shall report any safety concerns to the school principal and or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other school system personnel who should be involved in these discussions.

#### **Article IV**

##### **Duties of the Board and the JCPS**

1. Provision of Office Space and Access to School Community. The Board,

Superintendent, and school principals agree to provide to each SRO:

- a) Access to suitable accommodations at the school, which shall include a lockable room with limited access, telephone, desk, chair, computer and filing cabinet;
- b) A radio for use on campus;
- c) Keys to the assigned school; and
- d) Reasonable opportunity to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues relating to school-aged students.

2. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in applicable state and federal law and Board policies. JCPS shall refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment. JCPS shall provide training to school administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safe school environment, at least on an annual basis. Such trainings shall include information on how to distinguish between disciplinary infractions appropriately handled by school officials versus threats to school safety that warrant a referral to law enforcement.

#### **Article V**

##### **Financing the School Resource Officer Program**

The Board agrees to enter into a separate service contract with the governing body of each individual Agency to address the assignment of SROs to specific JCPS schools and payment for SRO services during each fiscal year. The terms of any separate service contract shall not be inconsistent with the terms of this MOU. In the event of any conflict between any separate service contract regarding SRO services and the terms of this MOU, the terms of this MOU shall prevail, except that the service contract will prevail only with respect to the issue of payment for SRO services. Notwithstanding the foregoing, continuation of the School Resource Officer Program shall be contingent upon available funding from the JCPS and the Agency.

In the event the Board and the governing board of an individual Agency are unable to agree on a separate service contract, then such individual Agency shall be relieved of any and all obligations hereunder, and such Agency's execution of this MOU shall be null and void, having no further effect.

#### **Article VI**

##### **Employment Status of School Resource Officers; Suspension or Reassignment**

Each individual SRO shall remain an employee of his or her respective assigning

Agency, and shall not be an employee of the Board. Each Agency shall provide their SROs with the same type benefits, equipment, supplies, and training as that provided to their regularly employed law enforcement officers.

If, in the discretion of the Superintendent, an SRO is not effectively performing his or her duties or responsibilities, based on the Superintendent's experience and/or a complaint from a staff member, student or parent about actions of the SRO, the Superintendent should report concerns he has regarding SRO performance to the SRO supervisor to address the performance concerns. In the event concerns continue or persist, the Superintendent may request that the SRO be removed from the program. After receiving the recommendation from the Senior Director, the Superintendent or his/her designee, if s/he agrees, shall advise the individual Agency of the request. The Agency shall contact the Superintendent or his/her designee and shall agree to remove the SRO from serving JCPS if, upon review by the Agency, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve.

In addition, if the District documents SRO misconduct that threatens the health or safety of students or staff, the JCPS will immediately notify the SRO supervisor and provide copies of such documentation, and the Agency shall promptly remove the SRO from serving JCPS until the completion of the Agency's review of the misconduct, consistent with the Agency's policies and ordinances and this MOU.

In the event of the resignation, dismissal, removal or reassignment of a SRO, the responsible Agency shall provide a replacement for the SRO within a reasonable period of time, to be discussed between the parties when a vacancy occurs. During such interim period, as much as reasonably possibly, the Agency shall assign an alternate law enforcement officer temporarily to carry out the duties of the SRO until a replacement can be secured.

Notwithstanding the foregoing, nothing in this MOU shall prohibit the Superintendent from preventing the access of any individual, including any assigned SRO, to Board property if the Superintendent determines it is in the best interest of the health and safety of JCPS students. Likewise, the Agency reserves the right to suspend a SRO from duty with the JCPS. During any period of suspension under this section, the Agency shall provide a replacement SRO pursuant to Article II, Section 3 herein.

## **Article VII**

### **Term and Termination of MOU**

The term of this MOU shall begin on July 1, 2026, and end on June 30, 2027, unless terminated earlier as provided herein. However, the parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon sixty (60) days written notice to the other parties.

## **Article VIII**

### **Notice**

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to each Agency at its address listed on their respective signature page, and to the Board at the address listed on its respective signature page.

## **Article IX**

### **Miscellaneous Provisions**

1. Sex Offender Registry and Criminal Background Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. The Agency shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, The North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry, and certifies that it no individual appearing on any such registry shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Agency shall also conduct criminal background checks on each of its officers who shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Agency shall not assign an officer to provide services pursuant to this MOU if said officer has been convicted of a felony or any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person or if said officer has engaged in any crime or conduct indicating that the officer may pose a threat to the safety or well-being of students or school personnel. The Agency agrees to conduct the background checks articulated above no earlier than 30 days prior to provision of services articulated in this Agreement, to maintain documentation of the checks, and to provide such documentation of the checks to the District upon its request. The Board reserves the right to prohibit any individual officer of the Agency from providing services on Board property or at Board events if the Board determines, in its sole discretion, that such officer poses a threat to the safety or well-being of students, school personnel or others, or that the officer has not undergone the background checks articulated in this Paragraph.
2. Relationship of Parties. The Agency and the Board shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Each Agency maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or

agents, during the term of this Agreement to the extent permitted under North Carolina law.

3. Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Johnston County, North Carolina.
4. Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between JCPS and the Agency. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
5. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.
6. Severability. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
7. No Third-Party Benefits. There are no third-party beneficiaries to this MOU. Nothing in this MOU shall create or give to third parties any claim or right of action against an Agency or a SRO.
8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
9. E-verify. All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by the other demonstrating such compliance.
10. Authority to Enter Contract. The person(s) executing this Agreement on behalf of any party to it has authority to do so as an official, binding act of the party.

The Town of Selma/Selma Police Department, with a mailing address at 114 North Raiford St., Selma, NC 27576, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Johnston County Board of Education, effective July 1, 2026.

Town of Selma

Date

The Johnston County Board of Education, with a mailing address at 2320 US 70 Business Hwy East, Smithfield, NC 27577, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU), effective July 1, 2026.

\_\_\_\_\_  
Chair, Johnston County Board of Education

\_\_\_\_\_  
Date



## ACTION AGENDA ITEM 2026

To: Town Council  
From: Finance Director, Katie Taylor

Date Submitted: 06/26/2026  
Meeting: Date: 07/09/2026

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ISSUE/ACTION REQUESTED: Approval of the presented Budget Amendment presented increasing appropriations for Library technology upgrades.

Public Hearing: NO

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BACKGROUND/PURPOSE OF REQUEST: On May 19, 2026, the Recreation Advisory Board approved needed technology upgrades for the library. While these upgrades qualify for the Suber Library Trust expenditures, the trust's \$60,000 revenue allocation was already fully utilized to balance other areas of the newly adopted FY 26-27 budget. To fund the computers without overdrawing the Suber line, staff recommends transferring \$16,000 from General Fund Contingency to Library Equipment. This expense will be tracked on our internal Suber compliance schedule for this fiscal year to honor the donor's intent and the Recreation Board's recommendation. This reallocates existing resources and requires no new revenue.

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FISCAL IMPACT: Use of Budgeted Contingency Funds

BUDGET AMENDMENT REQUIRED: Yes

CAPITAL PROJECT ORDINANCE REQUIRED: N/A

PRE-AUDIT CERTIFICATION REQUIRED: Yes

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CONTRACTS/AGREEMENTS  
REVIEWED BY TOWN ATTORNEY: N/A

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ADVISORY BOARD RECOMMENDATION: At their regular meeting on May 19, 2026, the Recreation Advisory Board (serving as Trustee of the Suber Library Memorial Trust) voted unanimously to authorize and recommend funding for these technology upgrades for the Selma Public Library. Staff's funding plan satisfies the intent of this recommendation.

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TOWN MANAGER'S COMMENT: Recommend Approval

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FINANCE DIRECTOR'S COMMENT: Recommend Approval

**TOWN OF SELMA  
BUDGET ORDINANCE AMENDMENT #1  
FISCAL YEAR 2026/2027**

**BE IT ORDAINED** by the Town Council of the Town of Selma, County of Johnston, State of North Carolina, and Meeting in Session this 9th day of July 2026 that the Town Budget adopted on June 23, 2026, for FY 2026-2027 is hereby amended and adopted:

		<u>ADOPTED +/- PRIOR</u>			
		<u>AMENDMENTS</u>	<u>ADJ.</u>	<u>AFTER</u>	
<b><u>General Fund (100)</u></b>					
1.	<b><u>Expenditures</u></b>				
	100-4000-99100 Gov Body - Contingency	\$ 212,000	\$ (16,000)	\$	196,000
	100-63000-49900 Library - Equipment (Not-Capital)	\$ 5,000	\$ 16,000	\$	21,000
		<u>\$ 217,000</u>	<u>\$ -</u>	<u>\$</u>	<u>217,000</u>

To transfer \$16,000 from Governing Body Contingency to fund unbudgeted Library technology upgrades. This project fulfills the criteria of the Suber Library Trust and will be tracked on the town's Suber compliance schedule for this fiscal year, utilizing Contingency to provide the necessary budgetary appropriation.

ATTEST:

\_\_\_\_\_  
Byron James McAllister  
Mayor

\_\_\_\_\_  
Dalton Larsen-Batten  
Town Clerk

( Seal )



## ACTION AGENDA ITEM 2026

To: Town Council  
From: Katie Taylor, Finance Director

Date Submitted: 06/26/2026  
Meeting: Date: 07/09/2026

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ISSUE/ACTION REQUESTED: Motion to approve the agreement with Mauldin & Jenkins to perform the FY 25-26 audit.

Public Hearing: NO

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BACKGROUND/PURPOSE OF REQUEST: Pursuant to N.C.G.S. § 159-34, local governments are required to have their financial records independently audited each fiscal year. The auditors will report to Town Council after completion of the project. Staff is presenting the "Contract To Audit Accounts" for approval.

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FISCAL IMPACT: Yes  
BUDGET AMENDMENT REQUIRED: N/A  
CAPITAL PROJECT ORDINANCE REQUIRED: N/A  
PRE-AUDIT CERTIFICATION REQUIRED: Yes

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CONTRACTS/AGREEMENTS  
REVIEWED BY TOWN ATTORNEY: No

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ADVISORY BOARD RECOMMENDATION: N/A

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TOWN MANAGER'S COMMENT: Recommend approval.

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FINANCE DIRECTOR'S COMMENT: Recommend approval.

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The	Governing Board
of	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name
	Auditor Address

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
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*Must be within six months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by "U.S. Auditing Standards – AICPA (Clarified)," referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.

20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. The Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if the Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, the Auditor must document and include in the audit workpapers how the Auditor reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The Auditor shall present the audited financial statements including any compliance reports to the Government Unit's Governing Board or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary of the LGC. The Auditor's presentation to the Governing Board or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>.

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

**For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:**

**FEEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Paragraph 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: The individual at the Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

**Name:** \_\_\_\_\_ **Title and Unit / Company:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**OR Not Applicable** *(Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Paragraphs 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit firm for correction.

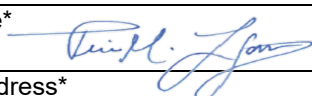
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the Unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in Rule 20 NCAC .0503 shall be submitted to the Secretary of the LGC for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

<b>Primary Government Unit</b>	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$</b>

<b>Discretely Presented Component Unit</b>	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$</b>

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature* 
Date*	Email Address*

**GOVERNMENTAL UNIT**

Governmental Unit*	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

*This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.*

Sum Obligated by This Transaction:	\$
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Preaudit Certificate*	Email Address*

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
Date DPCU Governing Board Approved Audit Contract* <b>(Enter date in box to right)</b>	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**DPCU – PREAUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

*This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.*

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Preaudit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.



**Open Forum Meeting Minutes  
Saturday, November 8, 2025 @ 1:00 PM**

**COUNCIL PRESENT:** Mayor Byron McAllister, Mayor Pro Tem Joseph Scarboro, and Council member Amy West Whitley

**COUNCIL ABSENT:** Council member William Overby and Council member Susan Parrish Watson

**STAFF PRESENT:** Town Manager Alexis Carter and Human Resource Director/Finance Officer Leigh Ann Blanton

**1. CALL TO ORDER**

Mayor Byron McAllister called the open forum to order with a quorum present at 1:00pm.

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member Amy West Whitley to amend the agenda to remove Mayor's Report & Recommendations and remove Council members Report & Recommendations.

**Motion carried unanimously**

**2. OPEN FORUM/CITIZENS' REQUESTS**

Mayor Byron McAllister advised all in attendance to provide their name and address for the record prior to speaking. Further described the rules of order explaining an Open Forum is an informal Council meeting stating all rules still apply.

**Cindy Brookshire of 58 Addie Drive of Pine Level** discussed Activate Selma's recent efforts throughout the community. Further explained their intention is to drive business, increase foot traffic, and build community not just in downtown. Further described the upcoming Main Street North Carolina Conference approaching in March. Further discussed the Strong Towns contest the Town has previously participated in which increased citizen involvement. Cindy Brookshire further stated a Strong Towns representative will be attending the Main Street conference and suggested the Town and Strong Towns collaborate for marketing purposes.

Mayor Byron McAllister discussed the roles between government and online influencers. Mayor Byron McAllister stated commercial and private industries should continue these efforts to drive more traffic and attention to the community. Discussion ensued regarding the number of attendees at the Activate Selma's meetings.

**Geneva Bailey of 206 S. Brevard Street** inquired about the number of individuals registered for basketball. Mayor Byron McAllister stated he was not certain. Mayor Byron McAllister discussed efforts in Parks and Recreation regarding the need for improved communication, advertisement, and consistency. Geneva Bailey further inquired about the new parking enforcement. Mayor Byron McAllister described the efforts as hit or miss and discussed the positive feedback from the community for the Town enforcing this. Discussion ensued regarding officers requesting vehicles be moved before issuing citations.

**Vivian McDougle of 609 S. Pollock Street** inquired about the new parking regulation. Mayor Byron McAllister stated all vehicles parked on a public street must face the direction of travel. Further stated a vehicle parked facing against traffic is illegal. Discussion ensued regarding this increasing safety in the community.

Geneva Bailey expressed appreciation for the Electric Department personnel for assisting with the overgrowth near utility lines. Further discussed power outages due to squirrels. Discussion continued regarding the cost of removing trees.

Mayor Byron McAllister explained the purpose of Code Enforcement is to maintain a clean and thriving community. Further described parking, trash regulations, and more as an example of community development that is a generational change. Mayor Byron McAllister discussed affordable housing, explaining affordable housing is not what it used to be. Further stated the economy dictates the cost of goods. Discussion continued regarding the responsibility of all residents to maintain a clean community.

Council member Amy West Whitley discussed the senior residents, and the importance of keeping all lids closed flush to prevent rain water from collecting. Further expressed the desire to maintain a visually appealing community.

Mayor Byron McAllister described the feedback received describing the Town as "gross" on trash day prior to these ordinances establishing the regulations. Further stated animals tore into open trash cans regularly. Mayor Byron McAllister further described a recent interaction where the cleanliness of the community was recognized.

Cindy Brookshire inquired about the plans for Mitchener Station now that it has been moved. Mayor Byron McAllister stated a historic museum has been considered, being a rental space, but no plans have been finalized. Further discussed grant opportunities that will be sought out for this project. Cindy Brookshire described those in the community who are grateful this building is being restored and maintained.

Mayor Pro Tem Joseph Scarboro discussed property owners responsibility to maintain their property. Further discussed the importance of staying informed on Town business and not relying on the Town.

Mayor Byron McAllister noted the recent election was the highest election turnout ever. Further discussed the number of people who were reacquainted throughout this recent election cycle.

Council member Amy West Whitley discussed the Christmas decorations. Mayor Byron McAllister stated staff are on top of ensuring the Town is decorated for shopping season. Discussion ensued regarding the positive feedback on the Town's decorations. Further discussed the importance of all decorations being uniform and consistent throughout the community.

Vivian McDougle discussed road improvements needed on State roads. Mayor Byron McAllister explained the work planned for road improvements in the community. Further discussed the Code Enforcement Officer riding throughout Town addressing violations.

Mayor Byron McAllister further discussed surrounding communities who inquire about the Town's processes to better their own. Mayor Pro Tem Joseph Scarboro stated the Town has been establishing their own processes and procedures to conduct business without mirroring other communities in recent years.

Council member Amy West Whitley described her former efforts of reporting violations in the community before being elected. Further expressed appreciation for the amount of progress made in recent years with Code Enforcement.

Cindy Brookeshire discussed the number of coffee shops opening describing this not as competition but as selling community. Mayor Byron McAllister noted the Town once has two (2) flower shops at the same time and no problems were reported. Further stated the Town's concentration is better economic development. Discussion continued regarding the number of businesses and commercial growth the Town is experiencing.

Discussion ensued regarding the pending election results and anticipated date for the final results. Discussion continued regarding the positive participation in this election cycle.

**Ruth Ray (no address disclosed)** expressed appreciation for the opportunity to run as a write-in candidate. Mayor Byron McAllister expressed appreciation for those willing to bring the community together.

Yvonne Johnson of 1607 Northstone Way of Alexandria VA, expressed appreciations for the sense of community. Further stated the sense of community is unmatched. Mayor Byron McAllister explained the Town's strategic growth plan to maintain the sense of community and pushing development to the Eastern side of Town while attempting to avoid major developments North of Town going down US HWY 301, Further described the goal to keep the traditional rural small town feel.

Geneva Bailey expressed appreciation for the recent youth representation at a Town Council meeting that showed the growing younger generation. Mayor Byron McAllister stated making sure younger members of the community are involved builds the sense of community.

Discussion ensued regarding the Town's fleet inventory across departments. Mayor Byron McAllister described the importance of monitoring staff members productivity and described the first ride along done during his tenure.

**3. ADJOURNMENT**

Motion was made by Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to adjourn the meeting.

**Motion carried unanimously**

Adjourned 1:57 PM

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Byron James McAllister, Mayor

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Dalton Larsen-Batten, Town Clerk

**TOWN OF SELMA**  
**Special Council Meeting**  
**Wednesday, January 21, 2026 @ 4:00 PM**

**COUNCIL PRESENT:** Mayor Byron McAllister, Mayor Pro Tem Joseph Scarboro, and Council member Amy West Whitley

**COUNCIL ABSENT:** Council member William Overby and Council member Susan Parrish Watson

**STAFF PRESENT:** Interim Town Manager/Fire Chief Phillip McDaniel, Human Resources Director/Interim Finance Officer Leigh Ann Blanton, Town Clerk Dalton Larsen-Batten, Police Major Jeffrey Bass, Electric Director George Shook, and Public Information Officer Jenna Evans

**1 CALL TO ORDER**

Mayor Byron McAllister called the meeting to order with a quorum present at 4:00 PM.

**2 CONSENT AGENDA**

- a) Approval of minutes  
**20250623 Special Council Meeting**

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member Amy West Whitley to approve the consent agenda as presented.

**Motion carried unanimously**  
**Attached hereto as Exhibit A**

**3 Budget Retreat & Lunch**

- a) Council Budget Priorities

Mayor Byron McAllister presented Council's priorities for the upcoming fiscal year gathered from the previous year's discussion. Further described the priorities as discussed including an increase to Public Works staff, animal control improvement, increased Code Enforcement, new garbage/recycling truck, water/sewer salary increases, Finance Department salary increases, full-time and part-time wage increases, street paving improvements, gateway/wayfinding signage project to be funded through Tourism dollars, improvements to the Train Depot Park, Jernigan Building Portraits, sidewalk repair, Sumner Street Park relocation, and the upcoming Railroad Days festival expenditures.

Discussion ensued regarding staff receiving feedback on Council for the aforementioned priorities on execution. Interim Town Manager/Fire Chief Phillip McDaniel described the preparation needed to secure entertainment for Railroad Days. Discussion continued regarding fundraising for annual events and the previous funds raised. Interim Town Manager/Fire Chief Phillip McDaniel noted the sponsorship funds from the previous year, estimated at nearly \$70,000.00, was thanks to the effort and diligence from Public Information Officer Jenna Evans. Discussion ensued regarding Staff presenting a budget while considering fundraising and support from community stakeholders. Interim Town Manager Phillip McDaniel stated the Council should consider the length and duration of the event. Discussion continued regarding ideas to encourage more attendance at the upcoming Railroad Days festival and polls for the community to participate.

Mayor Byron McAllister continued to discuss upcoming fiscal priorities including continuing LEAP voucher programs participation, Richard B. Harrison Alumni Association building renovations, tennis court maintenance, and recreational concessions or vending for the Richard B. Harrison gymnasium. Discussion ensued regarding the opportunity to generate revenue through sales during recreational events at the facility. Discussion continued regarding priorities including nature preserve improvements, historical markers within the designated historic district, and new outside Christmas decorations. Council member Amy West Whitley requested a light up Christmas banner across the main street in Town.

b) Organizational Chart & Position Control

Mayor Byron McAllister discussed the current organizational chart and position control. Interim Town Manager/Fire Chief Phillip McDaniel discussed the changes made from the previous versions which include additional positions approved. Mayor Byron McAllister explained changes can be considered in the coming months allowing more time for review.

c) Code Enforcement & Abatement Procedures

Mayor Byron McAllister discussed the progress Code Enforcement has made throughout recent years. Further stated the Town has drastically improved while noting the Town still has more work to be done. Further stated the Town needs to solidify Code Enforcement procedures, abatement timelines, and proper staffing needs while ensuring the Town is compliant.

Discussion ensued regarding quarterly Code Enforcement invoicing. Mayor Byron McAllister noted the invoices are generated quarterly to allow for sufficient time for the appeal procedure. Further described the deadlines associated with the Board of Adjustment meeting schedule. Interim Town Manager/Fire Chief Phillip McDaniel confirmed the invoicing schedule does not prevent residents from paying prior to receiving the invoice. Mayor Byron McAllister confirmed that is correct and described the schedule of appeals before the Board of Adjustment. Further discussed the ability to abate nuisances prior to graduating fines. Mayor Byron McAllister explained the Town needs a solid procedure to abate nuisances, which explain the legal requirements needed before pursuing abatement. Discussion ensued regarding abatement procedures for sanitation violations already included in the Town Code.

Mayor Byron McAllister noted the Town should pass the abatement expense on to the offender for those that require upfront cost to abate with contracted services. Further noted the Town should not strain already limited resources. Council member Amy West Whitley agreed. Mayor Byron McAllister requested a threshold requirement to constitute legal counsel getting involved with nuisance abatement.

Discussion continued regarding the vacant building ordinance. Mayor Byron McAllister explained all owners with a vacant building as defined in the Town Code shall be paying the Town as outlined in the Fee Schedule. Further stated all should be treated and enforced equally regardless of individual circumstances. Council member Amy West Whitley agreed noting a solidified timeframe is needed to ensure properties do not sit vacant for long periods of time.

d) Mitchener Station / Depot Park Renovations

Mayor Byron McAllister presented a draft rendering of proposed amenities for the Train Depot lot where Mitchener Station was recently moved. Further noted a fence, concrete slabbing for staging area, dog park, parking, and seating is included in the draft rendering. Mayor Byron McAllister stated the concrete slab for staging, and the stage should be considered priorities for the upcoming fiscal year.

e) Nature Preserve

Mayor Byron McAllister described the location of the nature preserve along the Neuse River. Further described the +/- 95-acre parcel as West of Oak Street and West of the existing oil terminals.

f) All American 250th Celebration

Mayor Byron McAllister discussed the upcoming All-American Festival which is the semi quincentennial, the 250th celebration. Interim Town Manager/Fire Chief Phillip McDaniel requested feedback from Council on how to continue to improve the festival.

Mayor Byron McAllister thanked Council member Amy West Whitley for the idea of having a separate fireworks events on July 4, in downtown. Further described the event successful and discussed the desire to maintain this as a separate fireworks show. Discussion continued regarding the desire for a new location for the All-American Festival. Consensus of Council is to proceed with the "250th" being included in all advertising.

g) Appearance Commission Requests

Interim Town Manager/Fire Chief Phillip McDaniel stated the Appearance Commission has requested new historic street signs, and Railroad flower beds. Further stated the Commission has removed creative crosswalks, painted pedestrian walkways, for these funds to be spent on signage. Mayor Byron McAllister noted other communities have experienced trouble with their creative crosswalks.

Interim Town Manager/Fire Chief Phillip McDaniel described how these signs would be installed with state road signs and stop signs. Mayor Byron McAllister noted public works has been removing additional street sign poles and placing street signs on the existing stop sign poles. Mayor Byron McAllister recommended one (1) flower bed to be evaluated before pursuing multiple in the railroad right of way.

h) Police Department Car Lease Program

Police Major Jeffrey Bass presented the Capital Ford Police Car lease program. Further stated this program would reduce operating expenses, stabilize monthly costs, and generate savings over multiple fiscal years. Further stated Capital Ford noted vehicles that reach five years or 93,000 miles should be sold, or traded in to get the most value.

Police Major Jeffrey Bass further described a plan to incorporate the Town's current police vehicle inventory into this program decreasing the cost for new vehicles in the upcoming fiscal year. Further explained the Town may opt out after the first year, the presented agreement can be negotiated, and described the optional plans for maintenance and upfitting.

Mayor Byron McAllister requested a presentation from Capital Ford at an upcoming regular meeting. Discussion ensued regarding the current procedure for purchasing and financing police vehicles. Discussion continued regarding the option to lease all town-owned vehicles. Police Major Jeffrey Bass further discussed Capital Ford's ability to oversee maintenance and ensure all services are adequately performed. Consensus was to proceed with the presentation to evaluate the program.

#### **4 BUSINESS ITEMS**

a) Council Rules of Procedure

Mayor Byron McAllister discussed the presented Council Rules of Procedure with changes based on the discussion from Town Council Meeting Two, January 13, 2026. Town Clerk Dalton Larsen-Batten confirmed that is correct in addition to smaller grammatical changes in various locations.

Motion was made by Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to approve the Town Council Rules of Procedures as presented.

**Motion carried unanimously**  
**Attached hereto as Exhibit B**

b) Maple Leaf Solar SUP Conditions Update

Mayor Byron McAllister explained a formerly issued Special Use Permit was conditioned by annexation for Maple Leaf Solar. Further stated the law will not allow the Town to annex this large of a parcel that is not contiguous to the Town's corporate limits. Further recommended the approval be amended to not require annexation.

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member Amy West Whitley that the Maple Leaf Solar Special Use Permit be amended to permit the project without the condition of annexation. Discussion ensued regarding the large parcel that is outside of the Town's corporate limits that is not permitted to be annexed by state law.

**Motion carried unanimously**  
**Attached hereto as Exhibit C**

- c) Selma Housing Authority Appointment(s)

Mayor Byron McAllister hereby reappoints Ms. Susan Parker, and Mrs. Nora Scarboro to the Selma Housing Authority Board.

- d) Revised Ordinance(s) - 205/207 Merriman Drive Annexations

Town Clerk Dalton Larsen-Batten explained the annexation ordinances are being brought back before Council to ensure the appropriate statute is referenced for the contiguous annexation.

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member Amy West Whitley to approve the amended ordinances for 205/207 Merriman Drive annexations as presented.

**Motion carried unanimously**  
**Attached hereto as Exhibit D**

**5 CLOSED SESSION**

**6 ADJOURNMENT**

Motion was made by Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to adjourn the meeting.

**Motion carried unanimously**  
Adjourned 5:34 PM

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Byron James McAllister, Mayor

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Dalton Larsen-Batten, Town Clerk



**Open Forum Meeting Minutes  
Saturday, February 14, 2026 @ 1:00 PM**

**COUNCIL PRESENT:**

Mayor Byron McAllister, Mayor Pro Tem Joseph Scarboro, Council member William Overby, Council member Amy West Whitley, and Council member Susan Parrish Watson

**COUNCIL ABSENT:**

**STAFF PRESENT:**

Interim Town Manager/Fire Chief Phillip McDaniel and Town Clerk Dalton Larsen-Batten

**1. CALL TO ORDER**

Mayor Byron McAllister called the meeting to order with a quorum present at 1:00 PM.

**2. OPEN FORUM/CITIZENS' REQUESTS**

Mayor Byron McAllister opened the floor to any questions, comments, concerns, or thoughts.

**James Lassiter of 602 S. Sumner Street** inquired about leak detection and what the general turn round time is for repairs. Interim Town Manager/Fire Chief Phillip McDaniel explained it depends on the specific incident. Further described emergency procedures, and the general week turnaround time from the time of it being reported or detected. James Lassiter described an incident near his residence that has been ongoing for 3-4 weeks in the road. Interim Town Manager/Fire Chief Phillip McDaniel stated this will be looked into.

**Michael Gurkin of 802 W. Walnut Street** asked about the police departments authority to regulate people parking in fire lanes. Mayor Byron McAllister confirmed this is something the Police Department should be monitoring. Discussion ensued regarding instances witnessed at the Food Lion on US HWY 301.

**Geneva Bailey of 206 S. Brevard Street** inquired about leaf pickup schedules. Interim Town Manager/Fire Chief Phillip McDaniel explained it runs year around for leaf and grass clipping pickup. Discussion ensued regarding fall and winter months being more demanding for these types of services.

Mayor Byron McAllister discussed tax reform and the price of doing business increasing across the state. Further discussed property values increasing in recent months. Further stated the Town does not anticipate changing the tax rate and the desire to maintain a first class quality of life. Discussion continued regarding residents being burdened by the increases. Mayor Byron McAllister further discussed the increase in cost for acquiring equipment for first responders. Discussed continued regarding the possibilities of tax reform in the future that is being considered across the state.

**Al Gaskill of 209 E. Pelham Street** discussed commercial business taxes. Mayor Byron McAllister explained growth does not pay for itself and used New York City as an example for the cost burden. Further stated there will be a cost for convenience in every community.

Al Gaskill discussed the revenue from Eastfield and noted it will take time for the Town to see any benefit from this. Mayor Byron McAllister explained the specifics of the incentive agreement, and the public infrastructure. Further described the sales tax which is divided up amongst the entire county by population. Discussion ensued regarding Powell Bill funds being allocated across the state.

**James McFarland of 1740 Bizzell Grove Church Road** expressed frustration with code violations and the administrative fee. Further expressed frustration with the fee to appeal administrative decisions being so high. Mayor Byron McAllister advised to keep properties clean to avoid the penalties. Further explained the administrative fee is to cover the cost of maintaining the department to ensure revenue covers the cost of providing the service. Mayor Byron McAllister stated the Town is not making more money than it costs for this department to run. Further discussed the need to hire another Code Enforcement Officer to make progress.

**Citizen of 1004 W. Oak Street** expressed frustration for being required to keep trash can lids flushed due to extra yard work during the summer. Mayor Byron McAllister stated the Johnston County dump site can be used free of charge to prevent this from being an issue. Citizen stated this would be an extra burden on top of the residents who already pay for this service. Further stated Code Enforcement is beneficial but appears to be over reaching. Discussion ensued regarding the existing fines and the fee to appeal. Mayor Byron McAllister explained the intention and goal to clean up the community. Further discussed remedies and how to abide by the Code without being penalized. Mayor Byron McAllister further stated he is available for assistance.

**Angela Walker of 1740 Bizzell Grove Church Road** expressed frustration with being responsible for violations caused by her tenants. Mayor Byron McAllister explained this should be addressed through the business agreement between the owner and the tenant as the owner is ultimately responsible for the property.

**Brian Parker of 2323 Stevens Chapel Road in Smithfield** offered assistance stating he was formerly the Town's Code Enforcement and Animal Control Officer. Further expressed frustration with the lack of communication from the Code Enforcement Officer. Mayor Byron McAllister advised all to contact himself for questions and concerns with Code Enforcement. Further explained how business is conducted and the need to adapt as the Town grows. Discussion ensued regarding the current number of personnel employed by the Town. Brian Parker noted he was the Code Enforcement Officer around the year 2001 and offered assistance in Code Enforcement if needed. Mayor Byron McAllister explained the Town will not accept free advice or assistance from external residents. Brian Parker further described his tenure at the Town. Mayor Byron McAllister recommended submitting an employment application.

Council member William Overby inquired if he was able to speak to the Code Enforcement Officer. Brian Parker stated he went to Town Hall attempting to contact her but only provided his contact info. Further stated he was never contacted by the Code Enforcement Officer. Mayor Byron McAllister stated Code Enforcement does not interact with the public and explained this is to prevent time being wasted. Further explained Council is not going to subject staff to the volume of questions that are irrelevant. Mayor Byron McAllister described instances that triggered the Town to take extra safety precautions due to safety threats.

Al Gaskill explained the Town operated differently 25 years ago specifically addressing volunteer fire departments, and private emergency medical services.

Discussion ensued regarding court fees associated with speeding tickets. Further discussed the importance of abiding by rules and staying involved with Town operations to get accurate information.

James McFarland inquired about trash collection around Holidays where trash accumulation is higher. Mayor Byron McAllister explained the Town cannot adjust regulations for each residents scenario. Further stated the Town is intentionally lenient on Code Enforcement during holidays especially Christmas. Further described the additional cost the Town incurs due to the increase in waste the Town disposes of from its residents. Mayor Byron McAllister stated if ones trash can lid cannot be closed flush every week they should consider getting an additional trash can.

Mayor Byron McAllister stated for two (2) years the Town has made every effort to blast all relevant resident information around the community. Further explained the Town Code is available online.

Brian Parker described former practices of Code Enforcement. Interim Town Manager/Fire Chief Phillip McDaniel explained code enforcement resources and notices are delivered to each resident via USPS. Further described the new resident packet that is provided to all new residents at Finance upon setting up utilities. Mayor Byron McAllister noted the most regularly violated codes are included in the new resident packet.

Mayor Pro Tem Joseph Scarboro stated if you violate the ordinances you are subject to the violation. Further described the options and resources available to prevent monetary violations comparing code enforcement violations to common moving violations.

Mayor Byron McAllister noted that all residents receive a warning letter with no fee prior to monetary violations being imposed. Further described the code enforcement flyers available, and all ordinances related to these standards.

Al Gaskill inquired about the second fire station on the other side of the railroad tracks. Further expressed appreciation for this due to the increase in development in both residential and commercial. Al Gaskill further expressed disinterest in building a luxurious fire station and urged the Town to build what is needed only. Mayor Byron McAllister agreed.

Interim Town Manager/Fire Chief Phillip McDaniel explained funding is what has kept the second station from being built. Further described the increased cost of goods, and discussed potential locations.

Al Gaskill expressed frustration with the second fire station being proposed for Noble Street. Further stated this is on the furthest point in the district and doesn't seem to be the most appropriate location. Interim Town Manager/Fire Chief Phillip McDaniel described the studies performed to determine the best location and stated all locations are acceptable within a 4-minute response time. Discussion ensued regarding other ideal locations.

**Marcus Royal of 209 E. Waddell Street** read a prepared statement expressing frustration with Code Enforcement operations. Further stated how Code Enforcement is being conducted is the issue. Further expressed disinterest in the \$500.00 fee to appeal before the Board of Adjustment stating this is a financial burden which restricts residents from due process.

Mayor Byron McAllister described the state of the Town in recent years. Further stated younger individuals generally do not consider the big image or realize the present hardships. Mayor Byron McAllister further stated the Town is cleaning up years of mess and inefficiency. Further discussed the increase in foot-traffic which is due to community improvements in recent years. Discussion ensued regarding the Town's need to be aggressive with code enforcement to timely catch up. Further discussed how the Town is still figuring out animal control enforcement.

Al Gaskill explained there will be an entire new Council who will identify former issues, and create more issues for the next administration to address. Mayor Byron McAllister agreed expressing fear that traffic will be a big concern in the future due to the approved development. Mayor Byron McAllister explained the importance of understanding that mistakes will be made.

Citizen (no name or address disclosed) appreciated the acknowledgement of mistakes explaining it makes it easier to digest as a resident. Mayor Byron McAllister stated Council will be accessible to its residents which is unheard of in some communities.

Council member William Overby noted Smithfield's new professional baseball field.

Discussion ensued regarding a recent incident that occurred on US HWY 301. Mayor Byron McAllister stated there will soon be concrete turn controls along this highway due to these concerns. Further described anticipated road improvements.

Mayor Byron McAllister described surrounding parks and recreation activities in other communities.

**3. ADJOURNMENT**

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member Amy West Whitley to adjourn the meeting.

**Motion carried unanimously**

Adjourned 2:13 PM

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Byron James McAllister, Mayor

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Dalton Larsen-Batten, Town Clerk

**TOWN OF SELMA**  
**Special Council Meeting Minutes**  
**Tuesday, May 12, 2026 @ 5:00 PM**

**COUNCIL PRESENT:** Mayor Byron McAllister, Mayor Pro Tem Joseph Scarboro, Council member William Overby, and Council member Amy West Whitley

**COUNCIL ABSENT:** Council member Susan Parrish Watson

**STAFF PRESENT:** Human Resources Director/Deputy Town Manager Leigh Ann Blanton

**1 CALL TO ORDER**

Mayor Byron McAllister called the meeting to order with a quorum present at 5:00 PM.

**2 CLOSED SESSION**

Motion was made by Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to go into closed session under N.C.G.S. 143-318.11 (6) to discuss matters related to personnel, specifically to concoct Town Manager interviews.

**Motion carried unanimously**

Motion was made by Council member Amy West Whitley seconded by Council member William Overby to resume open session noting no action taken.

**Motion carried unanimously**

**3 ADJOURNMENT**

Motion was made by Council member William Overby seconded by Council member Amy West Whitley to adjourn the meeting.

**Motion carried unanimously**

Adjourned 5:49 PM

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Byron James McAllister, Mayor

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Dalton Larsen-Batten, Town Clerk

**TOWN OF SELMA**  
**Town Council Meeting Two**  
**Tuesday, May 12, 2026 @ 6:00 PM**

**COUNCIL PRESENT:** Mayor Byron McAllister, Mayor Pro Tem Joseph Scarboro, Council member William Overby, and Council member Amy West Whitley

**COUNCIL ABSENT:** Council member Susan Parrish Watson

**STAFF PRESENT:** Interim Town Manager/Fire Chief Phillip McDaniel, Human Resources Director/Deputy Town Manager Leigh Ann Blanton, Public Information Officer Jenna Evans, Police Chief Justin Vause, Finance Director Katie Taylor, and Town Attorney Chip Hewett

**1 CALL TO ORDER**

Mayor Byron McAllister called the meeting to order with a quorum present at 6:00 PM.

**2 INVOCATION**

Dr. Oliver Johnson of Faith Missionary led in the invocation.

**3 PLEDGE TO FLAG**

Selma Middle School student led in the invocation.

**4 APPROVAL OF AGENDA**

Motion was made by Council member William Overby seconded by Council member Amy West Whitley to approve the agenda as presented.

**Motion carried unanimously**

**5 OPEN FORUM/CITIZENS REQUESTS**

James Strickland of 402 River Road expressed interest in establishing an e-waste recycling project to the community described an alternative waste-site for different metals and electronics. Discussion ensued regarding meeting with staff to determine the next steps moving forward.

Karen Malisani of 940 NC HWY 39 expressed concern for the proposed abutting subdivision in regard to the proposed home values, tax values, emergency services coverage, traffic, and water runoff. Further inquired about the plans for the aforementioned concerns. Mayor Byron McAllister explained the hearing will discuss these concerns.

Wayne Rudd of 2295 NC HWY 96 further expressed the same concerns as the previous resident. Further inquired about a hydrological model study to determine the impact of water runoff. Further discussed concerns for traffic in the area.

David Denton (no address disclosed) pastor of Remnant Worship Center on NC HWY 96 reiterated the same concerns from the previous comments in regard to flooding and runoff. Further requested the developer visit surrounding properties to explain their proposal and the potential side effects if any.

Mayor Byron McAllister asked for any additional comments.

**No additional comments received**

## **6 DISCUSSIONS/PRESENTATIONS**

### a) Financial Audit Presentation FY25/26

Kayla O'Sullivan of Mauldin & Jenkins presented the FY24/25 audits findings. Further noted Mauldin & Jenkins audits in accordance with general government auditing standards with reasonable assurance not absolute. Further stated the results of the report is an unmodified opinion, which is the cleanest opinion possible. Kayla O'Sullivan described the compliance reports for the state and federal single audits performed.

Discussion ensued regarding the single audits performed on improvement projects, noting no findings or material weaknesses were identified. Kayla O'Sullivan described the general fund revenues versus expenses, and different asset acquisitions within the year. Further stated the unassigned fund balance in the general and enterprise funds are strong noting no concern. Kayla O'Sullivan further discussed three (3) audit findings including an error in the beginning fund balance which has been addressed and corrected, finding for the number of corrected journal entries, and the late audit submission. Further explained the two (2) recommendations in regard to establishing lease policies and asset subscriptions, and reviewing the resources from the Government Finance Officers Association (GFOA).

Discussion continued regarding the three (3) financial performance indicators of concern (FPIC) which is part of the data input report included in the audit report. Further discussed new Governmental Accounting Standards Board (GASB) pronouncements implemented. Further noted everything is in accordance with generally accepted accounting principles and the Town has no involvement with emerging issues.

Kayla O'Sullivan further noted they received full cooperation from Town staff with no disagreements. Further discussed new GASB pronouncements for future years and described the continuing education credits available.

Mayor Byron McAllister inquired about trends with general fund balance and expenditures, and what is trending in communities with financial hardships. Kayla O'Sullivan explained it depends on the projects taking place and noted the fund balance is not of concern for the Town. Mayor Byron McAllister discussed the price of goods increasing and the importance of monitoring finances. Interim Town Manager/Fire Chief Phillip McDaniel thanked the audit team and Finance department for their efforts and diligence throughout this process. Further stated the Town will not have a late audit next year. Discussion ensued regarding the Town's size changing through net position over the last five (5) years.

**No action taken**

**Attached hereto as Exhibit A**

b) Power Cost Adjustment (PCA) Memorandum

Deputy Town Manager/Human Resources Director Leigh Ann Blanton presented a memorandum which outlines an oversight by a former staff member. Further explained the memorandum outlines the request to recoup Power Cost Adjustment (PCA) charges not properly collected from the listed thirteen (13) utility accounts. Further stated if approved, affected account holders will be notified immediately and allotted until August 1, 2026, to apply payment in full. Discussion ensued regarding the options for payments as long as payment in full is received no later than August 1, 2026. Mayor Byron McAllister thanked staff for identifying this error and taking the necessary corrective actions.

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member Amy West Whitley to approve the Power Cost Adjustment (PCA) memorandum as presented.

**Motion carried unanimously**

**7 PUBLIC HEARINGS**

a) FY26/27 Budget + Organizational Chart

Motion was made by Council member William Overby seconded by Council member Amy West Whitley to open a public hearing related to the FY26/27 Budget Proposal.

**Motion carried unanimously**

Interim Town Manager/Fire Chief Phillip McDaniel presented the proposed FY26/27 Budget. Further thanked all staff members who were involved and read the budget message aloud. Further stated the proposal keeps the tax rate at .60 per \$100.00 valuation, 6% rate increase to sewer per the Capital Improvement Plan, 5% increase to the water rates, and a \$10.00 recycling cart fee. Further explained the most valuable asset is the dedicated staff describing the proposed 5% cost of living adjustment (COLA) and maintaining all other healthcare and retirement benefits. Further described the proposal puts the Town in a great spot for the future to meet the needs of the upcoming year.

Discussion ensued regarding the interest in imposing a \$10.00/month recycling cart fee for those who opt in. Interim Town Manager/Fire Chief Phillip McDaniel explained recycling is expensive and the \$25.00 garbage can fee is the only revenue generated for this department. Further presented additional information in surrounding waste collection fees from other municipalities and private industries. Discussion ensued regarding the number of those who receive recycling services and total number of customers.

Mayor Byron McAllister asked for any additional questions or comments.  
**No additional questions or comments received**

Interim Town Manager/Fire Chief Phillip McDaniel noted the entire budget proposal is available online for inspection. Discussion ensued regarding the individual budget totals.

Motion was made by Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to close the public hearing related to the FY26/27 Budget Proposal.

**Motion carried unanimously**

- b) Subdivision: Crooked Creek Parcel No. 14M10027

Motion was made by Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to open a quasi-judicial hearing related to Crooked Creed Subdivision Parcel No. 14M10027.

**Motion carried unanimously**

Town Attorney Chip Hewett swore in Planning Technician Taylor Graham and Applicant Representative Scott Brown for the hearing related to Crooked Creed Subdivision Parcel No. 14M10027.

Planning Technician Taylor Graham presented the request from FD Raleigh Inc. for the property located at 2486 NC HWY 96N to subdivide +/- 40.6 acre parcel into twenty two (22) single-family residential lots. Further stated staff finds the proposal inconsistent due to the lack of open space required and confirmed the applicant has proposed the payment in lieu of open space. Planning Technician Taylor Graham stated the Planning Board recommended the subdivision. Further requested the described motions, and that all testimony and evidence be entered into the record.

Town Attorney Chip Hewett confirmed page 60-77, all supporting documents from staff have been entered into the record.

Mayor Byron McAllister noted prior to the quasi-judicial hearing several members of the public had questions and concerns for the development in the area.

Applicant Representative Scott Brown of 409 Chicago Drive presented the preliminary application and stated the Town Code appears to be satisfied. Further noted the property lies within the Extra Territorial Jurisdiction (ETJ), and there is no burden to the Town for services as Johnston County will be servicing utilities and NCDOT will maintain the road. Further described the request for the payment in lieu of open space, \$2,000.00 per lot, which the ordinance permits. Applicant Representative Scott Brown further stated the developer preferred larger individual lots than including open space. Further stated the density allots a total of forty one (41) lots whereas the proposal only requests twenty two (22). Discussion continued regarding the zone size of the parcel in question, and utilization of the payment in lieu of open space.

Applicant Representative Scott Brown requested approval as recommended by the Planning Board. Further stated construction drawings will be reviewed and approved by NCDOT for access and traffic. Further noted no road improvements are anticipated as presented however NCDOT will determine this. Applicant Representative Scott Brown acknowledged the watershed on the property, and the requirements that must be met. Further reiterated the proposal is less dense than the ordinance permits and discussed their review of potential issues to prevent stormwater runoff. Applicant Representative Scott Brown stated all required state permit approvals will be received as required prior to construction if approved. Further described the anticipated plan for the developer to sell all lots to a builder. Further stated they will not know the value of the lots and more until later in the process when construction drawings are created.

Town Attorney Chip Hewett confirmed Applicant Representative Scott Brown is a licensed civil engineer in NC and other states. Applicant Representative Scott Brown confirmed his testimony is true and accurate with no additional testimony to be presented. Town Attorney Chip Hewett confirmed Applicant Scott Brown is to be considered an expert witness on the matter.

Council member William Overby inquired about abutting properties flooding. Applicant Representative Scott Brown stated they cannot guarantee anything as they have no control over weather, but stated the proposal will be built in accordance with all applicable standards. Mayor Byron McAllister stated the applicant has no construction drawings as the preliminary plat has to be approved first. Applicant Representative Scott Brown stated his role is to make sure the client and the general public is protected by following all applicable regulations in regard to local, state, and federal requirements. Further described the proposal compared to the permitted density and described the potential runoff due to laying down pavement/concrete but stated it will be minimal.

Mayor Byron McAllister asked for any comments related to the public hearing.

Town Attorney Chip Hewett swore in Sonny Howard of Woodlawn Drive in Smithfield for the hearing related to Crooked Creek Subdivision Parcel NO. 14M10027.

Sonny Howard presented materials that were inspected by Town Attorney Chip Hewett and deemed to be a public brochure from the NC Farmland Preservation from the general assembly. Sonny Howard further explained he is an abutting property owner and expressed concern for water runoff. Mayor Byron McAllister asked for disclosure of his expertise. Sonny Howard expressed frustration and stepped away from the podium.

Mayor Byron McAllister asked if there are any additional comments to be made.

**No additional comments received**

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member William Overby to close the quasi-judicial hearing related to Crooked Creek Subdivision Parcel No. 14M10027.

**Motion carried unanimously**

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member William Overby to agree that the proposal will not endanger the public health or safety.

**Motion carried unanimously**

Council noted there is no evidence presented regarding the proposals effect on the value of adjoining or abutting property. Town Attorney Chip Hewett described the evidence generally presented on property values. Further recommended proceeding with the remaining findings before considering the effect on adjoining or abutting property.

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member William Overby to agree that the development will not be in harmony in which it is to be located.

**Motion carried unanimously**

Motion was made by Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to agree that the development will not be in general conformity with the future land use plan, thoroughfare plan, or other plan specifically adopted by the Town Council.

**Motion carried unanimously**

Discussion ensued regarding the lack of evidence for the finding related to property value. Town Attorney Chip Hewett noted the outcome of this finding will not affect the outcome as all findings must be met.

Motion was made by Council member William Overby seconded by Mayor Pro Tem Joseph Scarboro to agree that the development will not substantially injure the value of adjoining or abutting property.

**Motion carried unanimously**

Mayor Pro Tem Joseph Scarboro seconded by Council member Amy West Whitley to deny the special use permit in its entirety due to findings of fact #3 and #4 not being met.

**Motion carried unanimously**

- c) Subdivision: Glenfield Parcel No. 14M10059

Motion was made by Council member William Overby seconded by Mayor Pro Tem Joseph Scarboro to open a quasi-judicial hearing related to Glenfield Subdivision Parcel No. 14M10059.

**Motion carried unanimously**

Planning Technician presented the request from FD Raleigh Inc. for the property located at 1704 Old Beulah Road top subdivide a +/- 78.9 acre parcel into eighty four (84) single family residential lots. Further stated staff finds the proposal inconsistent due to the lack of open space required, similar to the prior proposal, and confirmed the applicant has proposed the payment in lieu of open space. Planning Technician Taylor Graham stated the Planning Board recommended the subdivision. Further requested the described motions, and that all testimony and evidence be entered into the record.

Town Attorney Chip Hewett confirmed pages 78-98, all supporting documents from staff have been entered into the record.

Mayor Byron McAllister asked about any differences in the two proposals and requested a description on the Glenfield Subdivision.

Town Attorney Chip Hewett confirmed his testimony will be presented as a licensed engineer in the form of expert testimony.

Applicant Representative Scott Brown explained the proposed Glenfield Subdivision request is similar to Crooked Creek but larger. Further described its location in the ETJ, with eighty four (84) lots, existing zoning district, and also lies within a watershed. Further stated one hundred seventy two (172) units are allowed based on the density requirement. Applicant Representative Scott Brown further stated the payment in lieu of open space is also being requested for this proposal. Further discussed soil tests performed and described the lots accommodating up to five (5) bedroom homes which exceeds the minimum lot requirement. Applicant Representative Scott Brown stated Johnston County will provide utilities and NCDOT will maintain the roads. Further stated there are no construction drawings at this time and stated the proposal appears to be in compliance with the Town Code. Applicant Representative Scott Brown further confirmed these lots will be sold to a builder where construction drawings will be generated. Further explained all applicable standards will be adhered to.

Planning Technician Taylor Graham stated payment in lieu must be accepted by Council in place of the open space requirement. Further stated if not accepted, the proposal would not comply with the Town Code. Discussion ensued regarding the fees in lieu of open space going towards Parks and Recreation amenities, and the property lying within the Town's ETJ where no amenities can be constructed for the property.

Mayor Byron McAllister stated payment in lieu of open space within Town Limits is more applicable as the Town can provide something within close proximity, however in the ETJ the Town cannot provide amenities.

Applicant Representative Scott Brown noted open space is typically required for smaller developments and stated the proposed lots were made this size to prevent owners from needing a separate open space in close proximity.

Mayor Byron McAllister asked for any additional comments.

**No additional comments received**

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member Amy West Whitley to close the quasi-judicial hearing related to the Glenfield Subdivision Parcel No. 14M10059.

**Motion carried unanimously**

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member William Overby to agree that the development will not endanger the public health or safety.

**Motion carried unanimously**

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member Amy West Whitley to agree that the development will not substantially injure the value of adjoining or abutting property.

**Motion carried unanimously**

Discussion ensued regarding residential developments and the effect it has on surrounding property values.

Motion was made by Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to agree that the development will not be in harmony with the area in which it is to be located.

**Motion carried unanimously**

Motion was made by Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to agree that the development will not be in general conformity with the future land use plan, thoroughfare plan, or other plan specifically adopted by the Town Council.

**Motion carried unanimously**

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member William Overby to deny the special use permit in its entirety due to findings of fact #3 and #4 not being met.

**Motion carried unanimously**

**8 BUSINESS ITEMS**

**9 CONSENT AGENDA**

**10 COUNCIL MEMBERS REPORT & RECOMMENDATIONS**

Council member William Overby had no comments.

Council member Amy West Whitley thanked all in attendance.

Mayor Pro Tem Joseph Scarboro thanked all in attendance and discussed the Council's goal to ensure the Town stays on track and focused on the big picture. Further discussed the future land use plan and how it should be considered when reviewing development proposals.

**11 MAYORS REPORT & RECOMMENDATIONS**

Mayor Byron McAllister discussed the conditions of Buffalo Road, and future road improvements. Further discussed the need to plan for inflation and other factors when considering growth. Mayor Byron McAllister further described Council's plan for growth in the community. Specifically the northern corridor is to remain agricultural farm land.

Mayor Byron McAllister announced the ETJ vacancies on advisory boards, beautification award nominations, and discussed the wells and water main construction taking place. Further discussed other road improvements in the area.

Mayor Byron McAllister described the state of the country and described the importance of staying informed. Further stated common sense must rule when making decisions for a community.

**12 CLOSED SESSION**

**13 ADJOURNMENT**

Motion was made by Council member William Overby seconded by Mayor Pro Tem Joseph Scarboro to adjourn the meeting.

**Motion carried unanimously**

Adjourned 7:21 PM

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Byron James McAllister, Mayor

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Dalton Larsen-Batten, Town Clerk

**TOWN OF SELMA**  
**Special Council Meeting Minutes**  
**Tuesday, May 19, 2026 @ 5:00 PM**

**COUNCIL PRESENT:** Mayor Byron McAllister, Mayor Pro Tem Joseph Scarboro, Council member William Overby, Council member Amy West Whitley, and Council member Susan Parrish Watson

**COUNCIL ABSENT:**

**STAFF PRESENT:** Interim Town Manager/Fire Chief Phillip McDaniel, Human Resources Director/Deputy Town Manager Leigh Ann Blanton, Town Clerk Dalton Larsen-Batten, Police Chief Justin Vause, Town Attorney Chip Hewett, and Town Attorney Megan Clinton

**1 CALL TO ORDER**

Mayor Byron McAllister called the meeting to order with a quorum present at 5:00PM.

**2 CLOSED SESSION**

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member Amy West Whitley to go into closed session under N.C.G.S. 143-318.11 (3) to discuss matters related to pending litigation.

**Motion carried unanimously**

Motion was made by Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to resume open session.

**Motion carried unanimously**

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member William Overby to authorize the Town Attorney, Town Manager, and Chief of Police to engage in the service of the North Carolina Alcohol Law Enforcement (ALE) nuisance abatement team and take any and all necessary action to enforce an existing court order relating to a Selma business that has been declared a public nuisance.

**Motion carried unanimously**

**3 ADJOURNMENT**

Motion was made by Council member William Overby seconded by Council member Amy West Whitley to adjourn the meeting.

**Motion carried unanimously**

Adjourned 5:57 PM

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Byron James McAllister, Mayor

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Dalton Larsen-Batten, Town Clerk

**TOWN OF SELMA**  
**Special Council Meeting Minutes**  
**Tuesday, June 2, 2026 @ 2:00 PM**

**COUNCIL PRESENT:** Mayor Byron McAllister, Mayor Pro Tem Joseph Scarboro, Council member William Overby, Council member Amy West Whitley, and Council member Susan Parrish Watson

**COUNCIL ABSENT:**

**STAFF PRESENT:** Human Resources Director/Deputy Town Manager Leigh Ann Blanton and Town Clerk Dalton Larsen-Batten

**1 CALL TO ORDER**

Mayor Byron McAllister called the meeting to order with a quorum present at 2:00 PM.

**2 CLOSED SESSION**

Motion was made by Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to go into closed session under N.C.G.S. 143-318.11 (6) to discuss matters related to personnel.

Motion carried unanimously

Motion was made by Council member Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to resume open session.

Motion carried unanimously

Motion was made to accept the Town Manager employment agreement for Phillip McDaniel pending legal review and recommendation of the wording related to 1E. Emergency Operations, and the amendment to Section 9. Severance to require a thirty (30) day notice of termination. Council member William Overby discussed the other candidate, George Shook.

**Motion carried 3:2**

**Those in favor: Mayor Byron McAllister, Mayor Pro Tem Joseph Scarboro, and Council member Amy West Whitley**

**Those opposed: Council member William Overby and Council member Susan Parrish Watson**

Mayor Byron McAllister stated legal shall review the described changes and Council will revisit at the upcoming Town Council Meeting Two to ensure all changes were properly executed.

**3 ADJOURNMENT**

Motion was made by Council member William Overby seconded by Mayor Pro Tem Joseph Scarboro to adjourn the meeting.

**Motion carried unanimously**

Adjourned 2:39 PM

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Byron James McAllister, Mayor

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Dalton Larsen-Batten, Town Clerk

**TOWN OF SELMA**  
**Special Council Meeting Minutes**  
**Thursday, May 7, 2026 @ 5:00 PM**

**COUNCIL PRESENT:** Mayor Byron McAllister, Mayor Pro Tem Joseph Scarboro, Council member William Ovebry, Council member Amy West Whitley, and Council member Susan Parrish Watson

**COUNCIL ABSENT:**

**STAFF PRESENT:** Human Resources Director/Deputy Town Manager Leigh Ann Blanton and Town Clerk Dalton Larsen-Batten

**1 CALL TO ORDER**

Mayor Byron McAllister called the meeting to order with a quorum present at 5:00PM.

**2 CLOSED SESSION**

Motion was made by Council member Amy West Whitley seconded by Council member William Overby to go into closed session under N.C.G.S. 143-318.11 (6) to discuss matters related to personnel, specifically to conduct Town Manager interviews.

**Motion carried unanimously**

Motion was made by Council member Amy West Whitley seconded by Mayor Pro Tem Joseph Scarboro to resume open session noting no action taken.

**Motion carried unanimously**

**3 CONSENT AGENDA**

- a) Approval of minutes  
**20260414 Town Council Meeting Two**

Motion was made by Mayor Pro Tem Joseph Scarboro seconded by Council member Amy West Whitley to approve the consent agenda as presented.

**Motion carried unanimously**

**Attached hereto as Exhibit A**

**4 ADJOURNMENT**

Motion was made by Council member William Overby seconded by Mayor Pro Tem Joseph Scarboro to adjourn the meeting.

**Motion carried unanimously**

Adjourned 5:52 PM

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Byron James McAllister, Mayor

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Dalton Larsen-Batten, Town Clerk