



COUNCIL MEETING
JULY 20, 2026
6:30 P.M.

AMENDED 7/17/2026

ORDER OF BUSINESS

1. PLEDGE TO FLAG
2. INVOCATION
3. APPROVAL OF AGENDA
4. CONSENT AGENDA ITEMS
5. 1st OPEN FORUM
6. REGULAR BUSINESS:
 - a. MAYOR FLETA BYRD
 - b. TOWN MANAGER - Leighanna Worley
 - i. **ORDINANCE** to Change the Speed Limit on Various Streets Within All Subdivisions in the Town of Wilson's Mills
 - ii. Endowment Termination
 - iii. **RESOLUTUION** Requesting Additional Traffic Studies and Safety Improvements
 - iv. Manager Comments/Updates
 - c. PLANNING DEPARTMENT - Wendy Oldham
 - i. Approval of Purchase of Plotter/Printer
 - ii. **CALL PUBLIC HEARING** - Unified Development Ordinance Article 10.1.10 Food Trucks
 - iii. **RESOLUTION** Directing the Clerk to Investigate Petition of Annexation -Wilson's Mills Fire Department Station 3 - Parcel ID 05I05022A
 - iv. **CERTIFICATE** of Sufficiency - Town Clerk Emily Matthews - Wilson's Mills Fire Department Station 3 - Parcel ID 05I05022A
 - v. **RESOLUTION** Fixing Date of Public Hearing on Annexation - Wilson's Mills Fire Department Station 3 - Parcel ID 05I05022A
 - d. POLICE DEPARTMENT - Chief Williams
 - i. **CONTRACT** - Axon Enterprises - Body Cameras
 - ii. Purchase of Chevrolet Tahoe
 - iii. Redspeed
 - e. COUNCILMEMBER COMMENTS
7. 2nd OPEN FORUM
8. CLOSED SESSION
 - a. 143-318.11a(4) "...economic development..."
 - b. 143-318.11a(6) "...personnel..."
9. ADJOURNMENT

TOWN OF WILSON'S MILLS
BUDGET SESSION – FY 2026-2027
April 13, 2026

PRESENT: Mayor Fleta Byrd, Mayor Pro-tem JC Triplett, Councilmembers David McGowan, Tim Brown, Carolyn Dobbin, and Doris Riley.

OTHERS PRESENT: Town Administrator Leighanna Worley, and Town Clerk Emily Matthews

CONVOCATION: Mayor Byrd declared a quorum present and called the meeting to order at 5:01pm.

BUDGET DISCUSSIONS
Revenue Town Administrator Worley said the spreadsheets Council was given is the most updated spreadsheet and does not include projections from North Carolina League of Municipalities. She said the Powell Bill fund is also an estimate. Councilmember McGowan asked about the miscellaneous collections and debt fees revenue line item of \$7,500. Ms. Worley said that is due to us selling surplus property this fiscal year.

Expenditures by Department: Under the Governing Board budget Ms. Worley said we will be shopping for a new auditor this year so the fee in the budget is an estimate and may change after an auditor is decided on. She said legal fees are also increasing based on legal service with Cauley Pridgen for Attorney Du Sablon. She said the updated contract for Attorney Du Sablon's services will be on Council's meeting agenda next week. She also said the legal services include fees for us working with Attorney Herman with The Brough Law Firm.

Ms. Worley said salaries, FICA, and retirement have been estimated in all departments but more definite numbers will be included when the salary grade study is done which should be soon. She said that should be done by Council's next budget session. She said group insurance is also estimated as we have not received the rates from our broker yet.

For the Police Department Ms. Worley said the tire, oil, and vehicle lines items have all been moved to the Public Works department due to the Public Works staff completing the work on vehicles. Councilmember McGowan expressed concerns on how Council will know how much is being spent on vehicles in each department. Ms. Worley said Public Works Director Patrick Moore will be keeping track of all expenses by department. Councilmember McGowan asked if there are any new software purchases planned for the coming year and Chief said no, they are just keeping current software updated. Councilmember McGowan asked about the Community Policing line items and Ms. Worley said that can be removed because the funds haven't been used in a couple years.

ARRIVAL OF COUNCILMEMBER: Mayor Pro-tem JC Triplett arrived at 5:28pm.

CONTINUED: Ms. Worley moved on to the Public Works department and asked if there were any questions. Councilmember McGowan asked if the street lighting was just for the lights on the driveway at Town Hall and Ms. Worley said no, they are for lights all around town on town owned streets. Councilmember Riley asked why Town Hall cleaning is part of the Public Works budget and Ms. Worley said it is part of the building maintenance. She said the price for the cleaning will likely increase soon as the company will be cleaning the chambers as well. Councilmember McGowan asked about the uniforms line item and if the department gets new uniforms each year. Mr. Moore explained the uniform line

is for the cleaning, repairing, and replacing of the department's uniforms. Mayor Byrd asked what contracted services we have within the Public Works Department and Ms. Worley said she will talk with Mr. Moore and report back to Council at their next budget session. Ms. Worley said the equipment is highlighted on the spreadsheet and based on funds available, Council can decide if we purchase any equipment. She said Council had discussed previously about purchasing a snowplow and brine truck. Mr. Moore said he has looked into someone servicing the roads after winter weather and there are a lot of factors that come into play so it would be more efficient for us to purchase the equipment.

Ms. Worley said the plotter for the Planning Department is listed under software but it should be moved to departmental supplies. Mayor Byrd asked about contracted services and Ms. Worley said it is for planning consultation with KCI.

Ms. Worley said the Capital Outlay expenditure line under Park s and Events is to be determined based on available funds. She said a storage building and splashpad were on the wish list for the department. She aid funds for those items are noted in the budget but they are not noted on the spreadsheet. Councilmember McGowan said there haven't been funds in the seniors program line in years past but funds are budgeted for the upcoming year. Ms. Worley said it is in the plans to start the seniors program again since we now have the space for activities for them. She said it was discussed during Council's Strategic Plan meeting. Mayor Pro-tem Triplett agreed we need to bring the seniors program back and Councilmember Dobbins said she has received calls asking when we would start the program again. Ms. Worley said the line items for the Community Park and the Dog Park need to be discussed. She said we used grants for the Dog Park last year but new items and updates to both parks need to be budgeted for. Councilmember McGowan asked if there are cameras at the Dog Park and Chief said there is one long range camera.

**ARRIVAL OF
COUNCILMEMBER:**

Councilmember Tim Brown arrived at 5:37pm.

CONTINUED:

Ms. Worley said there are no changes to the sewer fund.

Ms. Worley said the last page of the spreadsheet is for the new position that Council has discussed. She said with the new position of Assistant Town Manager we would be short at least \$73,000. She said it would not be possible for the upcoming fiscal year and she will move it to next year.

Ms. Worley updated Councilmember Brown and Mayor Pro-tem Triplett on discussion that took place before they arrived.

Mayor Byrd asked if there were any of the wish list items included. Ms. Worley said no other than the Future Land Use Map and Master Park Plan.

Councilmember Brown asked where we are on Fund Balance and Ms. Worley said she is unsure of the percentage but it shouldn't have changed much since the last audit. She said we are also shopping for a new auditor in the upcoming fiscal year. Requests for Proposals have been sent out but no response yet. She said the Fund Balance will change once some necessary changes are made that were previously discussed with Council.

Councilmember McGowan asked what percentage of the legal fees are for

Attorney Herman and do we have any idea how long we will continue to use his services. Ms. Worley said it is unknown how much longer we will need him and it depends on other parties involved with the discussions we are having with him.

Councilmember McGowan asked if the next budget session will primarily discuss salaries with Human Resources Director Jenny Martin and Ms. Worley said yes as well as any updated numbers in the spreadsheet.

Councilmember Brown suggested buying fuel in bulk and having pumps at Town Hall for town vehicles. Mayor Pro-tem Triplett said we do not have the space for fuel tanks. Mr. Moore said he would look into options.

Mayor Byrd thanked staff for their work on the budget.

ADJOURN:

A motion was made by Councilmember David McGowan and seconded by Councilmember Doris Riley to adjourn. Motion carried unanimously.

The meeting adjourned at 6:02pm.

FLETA A. BYRD, Mayor

ATTEST:

EMILY MATTHEWS, CMC
Town Clerk

TOWN OF WILSON'S MILLS
TOWN COUNCIL MEETING
April 20, 2026

PRESENT: Mayor Fleta Byrd, Councilmembers David McGowan, Tim Brown, Carolyn Dobbin, and Doris Riley.

OTHERS PRESENT: Town Administrator Leighanna Worley, Town Clerk Emily Matthews, and Town Attorney Gabriel Du Sablon.

ABSENT Mayor Pro-tem JC Triplett

CONVOCATION: Mayor Byrd declared a quorum present and called the meeting to order at 6:33pm.

PLEDGE Mayor Byrd led the pledge of allegiance to the flag.

INVOCATION: Preston Thompson gave the invocation.

APPROVAL OF AGENDA: Mayor Byrd said item 8d(i) "Grading and Leveling Work on Stoneview Circle" needs to be removed from the agenda.

A motion was made by Councilmember McGowan and seconded by Councilmember Doris Riley to approve the agenda as amended. Motion carried unanimously.

APPROVAL OF CONSENT AGENDA: Mayor Byrd asked for approval of the consent agenda.

A motion was made by Councilmember Carolyn Dobbin and seconded by Councilmember Tim Brown to approve the consent agenda as presented. Motion carried unanimously.

PUBLIC HEARINGS: Mayor Byrd opened the public hearing at 6:36pm.

**Ordinance to
Amend the Wilson's
Mills Unified
Development
Ordinance:**

Councilmember McGowan said he had several questions regarding changes to the Unified Development Ordinance, but he did not bring a list of questions with him tonight. He asked if we were to approve the suggested changes tonight, could we still make changes in the future after his questions are addressed. Mrs. Oldham said yes other changes could be made in the future as long as the same public hearing requirements were met. Attorney Du Sablon said in the event changes are made in the future Council could amend specific articles rather than the entire document like they are doing tonight. Councilmember McGowan said his main concern was regarding open burning within the town. Mrs. Oldham said if the UDO is passed tonight the Planning Board would like Articles 18 and 19 to be removed. She said these are related to water supply watershed with stormwater and floodplain prevention ordinances. She said she and town engineer Brian Leonard would like it to be approved by the state before they are approved by the Town.

Councilmember Brown suggested tabling the public hearing until next month to give time for Council to bring back any questions they have as well as allow for state approval of Articles 18 and 19. Attorney Du Sablon said Council can table it and keep the public hearing open.

A motion was made by Councilmember David McGowan and seconded by

Councilmember Doris Riley to continue the public hearing until May 18th, 2026, at 6:30pm. Motion carried unanimously.

**Special Use Permit –
115 Gladstone Loop:**

Mayor Byrd opened the public hearing at 6:46pm.

Town Clerk Emily Matthews swore in anyone wishing to speak during the public hearing.

Claudia Reed of 121 Gladstone Loop said she is in support of the approval of the Special Use Permit, but she does have some questions. She said she wants to know that all the staff that will be working at the facility are properly certified. She said it is her understanding that the residents of the facility will be 18 years of age and below. She said she was also told the residents would never come outside and they would be on ventilators. She said she is in favor of the facility, but she is also concerned about needing generators for the ventilators. She asked if there would be visitors allowed and who the point of contact would be at the facility. She also asked how many staff members there would be and suggested a fence if the residents were to come outside.

Maha Hasan of 115 Gladstone Loop said she and her mother are the applicants and they are glad to answer any questions. Councilmember Brown asked if the facility is licensed through the state and Ms. Hasan said yes. She said they are in the process of receiving the final license. She said the recently received approval for the construction site and the next step will be a walkthrough for the license procedure. Councilmember Brown asked if there would be children with respirators and Ms. Hasan said no due to state requirements. She said all residents would be children under the age of 18 and none of them would be on any type of machine. She said they are currently in the process of hiring people and all employees will be appropriately certified. She also said they plan to comply with all state and local regulations. Ms. Hasan also stated they are willing to put up a fence for when the children are outside to ensure their safety. Mayor Byrd said the applicants will need to work with Mrs. Oldham to obtain the appropriate fence permit. Councilmember McGowan asked how many children will be in the facility and what the ratio is for children to adults. Ms. Hasan said there will be 4 children, and each will have a case manager. She said there will be 2-3 adults at the facility at all times in addition to the director. Councilmember McGowan asked if there would be anyone living there other than the children. Lina Hasan said no due to state regulations. She said the staff will be working 12-hour shifts. Councilmember McGowan asked how the children are placed within the facility and Ms. Hasan said they are placed by either court order or medical order. Councilmember McGowan asked if there are other facilities like this within Wilson's Mills and Ms. Hasan said there are foster homes in the area, but this is a group home rather than foster home. She said it is a group home through the government for mentally disabled children. Councilmember McGowan asked if this is a long-term care facility and Ms. Hasan said yes unless the child is discharged via court order or medical order. Councilmember McGowan asked how the employees are paid and Ms. Hasan said through Medicaid. Councilmember McGowan asked how often the facility will be inspected and Ms. Hasan said there is an annual state inspection and a quarterly local inspection. Councilmember McGowan asked if they were liable to surprise inspection and Ms. Hasan said yes, at the local level. Councilmember McGowan asked if there would be signage labeling the facility as a group home and Ms. Hasan said no, it will look like all other homes on the street. Cd asked if anyone is against the facility coming into town. Ms. Hasan said no, she has spoken with neighbors on both sides as well as the HOA and no

one is against it. Councilmember Brown asked for Mrs. Oldham's opinion. Mrs. Oldham reviewed relevant sections from the Code as follows: "Preserve the small-town appeal of Wilson's Mills while encouraging compatible business growth through development of revised development standards and specifications" and "Identify which barriers currently exist in Wilson's Mills that inhibit it from being a more family friendly community." She also reviewed the findings of fact and applicants Responses as listed below.

1. All applicable specific conditions as described in the Town's code of ordinances pertaining to the proposed Special Use have been or will be satisfied.

Statement by applicant: The proposed development is appropriately located within a zoning district that permits the intended use, is thoughtfully designed to meet all local building, safety, and accessibility standards, and will be operated in full compliance with applicable regulations. The facility's layout, staffing, and daily operations are planned to ensure safety functionality and minimal impact on the surrounding community, supporting its suitability in alignment with public interest and planning requirements.

2. Access roads or entrance and exit drives are or will be sufficient in size and properly located to ensure automotive and pedestrian safety, and convenience, traffic flow, and control and access in case of fire or another emergency.

Statement by applicant: The proposed group home complies with all required regulations and standards outlines in the Wilson's Mills Development Ordinance, including Zoning, Safety, Accessibility, and land use provisions. Additionally, the development adheres to all applicable state and federal regulations governing residential care facilities, ensuring the site is suitable, legally compliant, and appropriately designed to support the needs of its residents in a safe and supportive environment.

3. Off street parking, loading, refuse, and other service areas are located to be safe, convenient, allow access in case of emergency and to minimize economic, glare, odor, and other impacts on adjoining properties in the general neighborhood.

Statement by applicant: The proposed group home located, designed, and will be operated in a manner that will not substantially injure the value of adjoining or abutting properties. The home is residential in scale, and character maintaining compatibility with the surrounding neighborhood. Furthermore, it serves a vital public need by providing safe, supportive housing and care for vulnerable

children, fulfilling a necessary community service that aligns with both public interest and social responsibility.

4. Utilities, schools, fire police, and other necessary public and private facilities and services will be adequate to manage the proposed use.

Statement by applicant: The proposed group home for disabled children will be in harmony with, the surrounding area maintaining a residential appearance and scale consistent with the character of the neighborhood. The development aligns with the Town of Wilson's Mills general plans for land use by supporting inclusive, community-based residential care within appropriate zoning districts. It promotes the Town's Goals of providing diverse housing options and essential services while preserving the integrity of cohesion of the local community.

Mrs. Oldham said the Planning Board heard the case on February 23, 2026, and recommends approval of the Special Use Permit for 115 Gladstone Loop.

Councilmember McGowan asked Fire Chief Moore if it will be noted to the Fire Department Emergency services that there might be wheelchair bound children in the home in case of an emergency. Chief Moore said the applicant would have to make that request with Emergency Services. Councilmember Brown asked to add a condition to the Special Use Permit saying the applicant will need to contact Emergency Management to make the appropriate notes. Applicants agreed to the condition. Mrs. Oldham said PB asked to add the condition that if 3 substantiated complaints are placed, the Special Use Permit will be revoked. Applicant agreed to condition.

Mrs. Oldham reviewed all conditions added by Council:

- Add fence prior to opening.
- No visitors and no parking on the street
- No more than 4 children
- 3 substantiated complaints and SUP will be revoked.
- Contact Johnston County Emergency Management and Wilson's Mills Fire Department
- Only open the facility after final approval by the state

The applicant agreed to all listed conditions.

A motion was made by Councilmember McGowan and seconded by Councilmember Tim Brown to grant the Special Use Permit for 115 Gladstone Loop pending the applicant completes all agreed upon conditions.

Per Attorney Du Sbalon's advisement, Councilmember McGowan amended his motion to say Council believes the applicant has met each standard required for the application of a Special Use Permit. Motion carried unanimously.

**Ordinances to
Change the Form of
Government from
Mayor-Council to
Council-Manager:**

Mayor Byrd said the ordinance in Council's packets refers to changing the Town's form of government from Mayor/Council to Council/Manager. She said Council has been discussing this for a while, and this is one of the changes Council feels is necessary for the changes and growth that is happening in the town. Councilmember McGowan asked if this would be an immediate change and Mayor Byrd said yes.

With no one else wishing to speak, Mayor Byrd closed the public hearing at 7:19pm.

A motion was made by Councilmember David McGowan and seconded by Councilmember Carolyn Dobbin to adopt the following Ordinance Amending the Charter and Code of Ordinances to Change the Form of Government from Mayor-Council to Council-Manager and appoint Leighanna Worley as the first Town Manager for the Town of Wilson's Mills. Motion carried unanimously.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
WILSON'S MILLS AMENDING THE CHARTER AND CODE OF
ORDINANCES TO CHANGE THE FORM OF GOVERNMENT FROM
MAYOR-COUNCIL TO COUNCIL-MANAGER**

WHEREAS, the Town of Wilson's Mills presently operates under the Mayor-Council form of government and employs a Town Administrator to carry out its directives; and

WHEREAS, North Carolina General Statute 160A-102 permits municipalities to amend their form of government by adoption of an ordinance amending the governing charter; and

WHEREAS, the Town Council held a duly noticed public hearing on April 20, 2026, and received comments from the Town of Wilson's Mills citizens and residents concerning changing the Town of Wilson's Mills form of government; and

WHEREAS, it is the determination of the Town of Wilson's Mills Town Council that a conversion of the Town's form of government from a Mayor-Council form to a Council-Manager form would be in the best interest of the Town of Wilson's Mills and would best promote the efficient management and efficient operation thereof;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WILSON'S MILLS that pursuant to North Carolina General Statute 160A-102, the Town Council hereby adopts this ordinance amending the Town Charter and Town Code of Ordinances to change the form of government of the Town of Wilson's Mills from the Mayor-Council form of government to the Council-Manager form of government. Adopted amendments to the Town Charter and Town Code of Ordinances are as follows:

Section 1: Amendments to the Town Charter:

Section 5.1. – Mayor-Council Plan is hereby amended as follows:

Section 5.1. – Council Manager Plan.

The Town of Wilson's Mills operates under the Council-Manager plan as provided by Part 2 of Article 7 of Chapter 160A of the General Statutes.

The remainder of Chapter V. – Administration remains unchanged.

Section 2: Amendments to the Town Code of Ordinances:

Section 2-1. – Form of Government is hereby amended as follows:

2-1. – Form of Government.

The town operates under the Council-Manager plan, as provided by Part 2 of Article 7 of Chapter 160A of the General Statutes (G.S. 160A-147 et seq.).

Section 4-18. – Enforcement and Penalties is hereby amended as follows:

Sec. 4-18. – Enforcement and penalties.

- (a) It is the duty of the animal control department to enforce the provisions of this chapter.
- (b) Any violation of this chapter shall subject the offender to a civil penalty of \$50.00 for each offense.
- (c) If an animal is found not to be registered, then the owner of said animal will be permitted five business days to register said animal and all other animals owned that have not been previously registered. If these provisions are not met or other arrangements are not made with the animal control officer or town manager, the owner of said animal may be fined \$50.00 for every unregistered animal owned within town limits.
- (d) Notwithstanding subsection (b) of this section, provisions of this article may be enforced through equitable remedies issued by a court of competent jurisdiction.
- (e) In addition to or in lieu of remedies authorized in subsections (b) and (c) of this section, violations of this article may be prosecuted as a misdemeanor in accordance with G.S. 160A-175 as by law provided.

Section 20-20. – Excavation permit required is hereby amended as follows:

Sec. 20-20. – Excavation permit required.

It shall be unlawful for any person to make any excavation or opening or dig any ditch, trench, tunnel or hole in, along, across or under any street, sidewalk or other public place in the town for the purpose of laying or placing therein any pipe, wires or poles or for any other purposes unless a written permit therefor has been issued by the town

manager or some other officer of the town vested with that authority.

Section 3: These amendments shall become effective upon passage.

Section 4: Any provisions of the Code inconsistent herewith are hereby repealed.

**APPOINTMENT OF
TOWN MANAGER:**

Oath of Office –
Town Manager:

Proclamation
Honoring the
Longtime Service of
Leighanna Worley
to the Town of
Wilson's Mills:

Mayor Byrd issued the Town Manager Oath of Office to Leighanna Worley. The Bible was held by Ms. Worley's daughter Jessica Kuesel and nephew Preston Thompson.

Mayor Byrd mentioned that today is Ms. Worley's 20th work anniversary with the town and read the following proclamation:

**PROCLAMATION HONORING THE LONGTIME SERVICE OF
LEIGHANNA WORLEY TO THE TOWN OF WILSON'S MILLS**

WHEREAS, the Town of Wilson's Mills' motto is "Where Tradition Meets Progress" and this community has only continued to grow since 1868 and epitomize the tradition of neighbor helping neighbor; and

WHEREAS, with the growth our town has experienced it was necessary to attract and maintain staff who have understood its mission and brought the highest caliber of professionalism; and

WHEREAS, twenty years ago today, Wilson's Mills employed Leighanna Worley, an experienced, energetic, and enthusiastic professional who would assist the Town Council in its goals and the community with its needs; and

WHEREAS, Ms. Worley's initial role would eventually expand to include Human Resources, Town Clerk, Finance, and Administrator; and

WHEREAS, she represented Wilson's Mills as Town Clerk with her active participation with the North Carolina Association of Municipal Clerks, eventually becoming its President in 2018-2019; and

WHEREAS, she has continually exceeded all expectations set before her, always going the extra mile to serve our citizens, residents, and visitors; and

WHEREAS, it is appropriate and fitting for our Council to recognize a model public servant who has dedicated two decades of her career to our community; therefore, be it

PROCLAIMED that the Town Council of the Town of Wilson's Mills, North Carolina, in recognition of Leighanna Worley's commitment to Wilson's Mills, does adopt this proclamation in honor of her many years of dedicated service to our community.

As a token of appreciation and her dedication to the town, Ms. Worley was presented with a Japanese Maple tree from Council and staff.

Ms. Worley thanked Councilmembers from the past as well as the current Council for their support. She said she is honored to be a part be part of the

changes happening in Wilson's Mills.

1st OPEN FORUM:

Mayor Byrd opened the public forum at 7:29pm.

Bennie Cherry of 150 Carriedelle Lane said we need sidewalks in town and he would also like to see a stoplight at the intersection of Fire Department Road and Wilson's Mills Road. Mayor Byrd said we are waiting to hear from DOT on if we can have a traffic device placed in that area.

Bobby Sheppa of 147 Westchase said the speed limit is not being adhered to in the subdivision. He said the HOA met and proposed to drop the speed limit to 20mph. He said he was against the speed limit being lowered until he noticed issues recently. Councilmember Brown asked what the speed limit is currently in the subdivision and Mr. Sheppa stated it is currently 25mph.

Michelle Luciano of 63 Westchase Drive said there are some parts of the streets in Ives Landing that do not have a final layer of pavement. She also said there are cracks around the manholes. She said it is her understanding there was a transfer from one developer to another in the subdivision so she is not sure who would handle the issues. Councilmember Brown asked Mrs. Luciano to speak with Mrs. Oldham to see who the developer is.

Chris Crawford of 121 South Rose Hill Drive said he is wanting clarification on HOA policies versus town policies regarding parking on the roads in subdivisions. He said he was told that towing would soon be enforced. Councilmember Brown told Mr. Crawford to speak with Chief Williams. Mayor Byrd said that the HOA policies are different than the town ordinances. Councilmember McGowan suggested that the HOA in Mr. Crawford's subdivision speak to Mrs. Oldham. Chief Williams commented saying the police department usually lets the HOA's handle any disputes in the subdivisions and if they do not or cannot, that is when the police department intervenes.

With no one else wishing to speak, Mayor Byrd closed the public forum at 7:45pm.

REGULAR BUSINESS

MAYOR FLETA BYRD:

Mayor Byrd said she and Ms. Worley recently attended the Johnston County Mayors meeting at the detention center. She said they met with county representatives related to cost share related to fire departments. She said the changes will not have a large effect on our town.

**TOWN MANAGER'S
REPORT – Leighanna
Worley:**

Ms. Worley explained that at the North Carolina League of Municipalities annual conference, CityVision, each municipality must have a voting delegate and alternate to represent their municipality.

**NCLM Voting
Delegate and
Alternate**

A motion was made by Councilmember Tim Brown and seconded by Councilmember Doris Riley to appoint Mayor Byrd as our voting delegate and Councilmember Carolyn Dobbin as our voting alternate at the NCLM Annual CityVision conference. Motion carried unanimously

**Contract Renewal
for Town Attorney**

Ms. Worley referenced the contract in Council's packets which is an updated contract for Cauley Pridgen who provides legal representation for the town through Attorney Gabriel Du Sablon. Ms. Worley said in the 6 years we have worked with attorney Du Sablon, the price of his services have not gone up.

Ms. Worley said in the packet there is a copy of the current agreement with Council as well as the draft agreement up for approval. She said it is a 3-year contract with automatic renewals. Ms. Worley reviewed the changes in prices as follows: \$185/hr. increased to \$250/hr. for principal attorney services, \$175/hr. increased to \$225/hr. for associate attorney services, and \$75/hr. increased to \$125/hr. for paralegal services. She said the travel and mileage rates will stay the same as in the previous contract and all other expenses will be charged at cost. She said there will be a 10% administrative fee for court filing, dispositions, phone, and copies. Attorney Du Sablon said these fees have rarely come up since he began working with the town and he is not sure they will apply in the future. He said he is willing to remove the administrative charges if it is the pleasure of Council. Mayor Byrd said the charges can remain in the contract in the event the fees need to apply in the future. Councilmember McGowan mentioned changing the wording from “Board of Commissioners” to “Town Council” and Attorney Du Sablon said he would make that change before having the contract signed. Councilmember Brown asked how often an associate attorney is necessary and Attorney Du Sablon said not often, he said the associate attorneys as well as paralegals sometimes may assist with research.

A motion was made by Councilmember David McGowan and seconded by Councilmember Tim Brown to approve the Contact with Cauley Pridgen as amended. Motion carried unanimously.

OTHER

Ms. Worley said CityVision is coming up the first week of May and she will send out information to Council regarding She also reminded Council to RSVP top the Chambers Open House which will take place on May 11th. Councilmember McGowan asked if the event is invitation only and Ms. Worley said no, it will also be open to public.

**FINANCE DIRECTOR –
Connie Lassiter:**

**Resolution to
Designate Additional
Authorized
Signatory on the
Town of Wilson’s
Mills Bank
Accounts:**

Finance Director Connie Lassiter referenced the resolution in Council’s packets. She said the approval of this resolution will get us in compliance with N.C.G.S 159-25b which states that all checks or drafts on any official depository shall be signed by the Finance Officer. This would allow KS Bank to add Mrs. Lassiter to all Town accounts.

A motion was made by Councilmember Tim Brown and seconded by Councilmember Carolyn Dobbin to adopt the following Resolution to Designate Additional Authorized Signatory on the Town of Wilson’s Mills Bank accounts. Motion carried unanimously.

**RESOLUTION TO DESIGNATE ADDITIONAL AUTHORIZED
SIGNATORY
ON THE TOWN OF WILSON’S MILLS BANK ACCOUNTS**

WHEREAS, the Town Council of the Town of Wilson’s Mills (“Town”) has the authority to control the finances and property of the Town and to appropriate money for municipal purposes and provide for payment of debts and expenses of the municipality; and

WHEREAS, the Town maintains checking accounts with KS Bank; and

WHEREAS, the Town Council desires to add designated signatory on said

accounts in accordance with this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Wilson's Mills, North Carolina that:

Section 1. The Town Council designates Connie Lassiter, Finance Officer, as an authorized signatory to be added on the Town's bank accounts to act in accordance with Council approved expenditures.

Section 2. In accordance with NCGS § 159-25(b) "Except as otherwise provided by law, all checks or drafts on an official depository shall be signed by the finance officer or a properly designated deputy finance officer and countersigned by another official of the local government or public authority designated for this purpose by the governing board."

Section 3. This Resolution shall take effect upon its approval by the Town Council.

**COUNCILMEMBER
COMMENTS:**

Councilmember McGowan said he is concerned about balloon releases happening in town. He said a balloon release took place after the celebration of life for Mr. Joe Wilder. He said the balloons end up in our waterways which could lead to dangerous situations for animals and they also can cause damage to planes coming in and out from the Johnston County Regional Airport.

Councilmember Brown asked if the Johnston County Board of Education is trying to help with the traffic issue in town near the new high school. Ms. Worley said she has not been involved in conversations about the high school but regarding the traffic devices discussed at Fire Department Road and Wilson's Mills Road, DOT will not approve a roundabout. She said the other 2 options would be a light at the intersection or a 3-way stop. She said the issue would be the entrance and exit at JD's Store on Wilson's Mills Road. She said the new owner of the store doesn't have an issue with a median being put in to help with the entrance and exit. She said a speed counter was placed on Fire Department Road to see how traffic backs up in the area. She said she has been told by DOT that traffic devices in the area will be hard to get approved due to no fatalities in the area. Councilmember Brown asked if Ms. Worley could find out the number of fatalities at the intersection of Vinson Road and Glen Laurel, which allowed for a traffic signal to be placed there. He also asked Mrs. Oldham to talk with Lynn Andrews at the Board of Education about if she knew anything about DOT's stance on the roads near the High School. Mayor Byrd said she has talked to the principal at the high school and he said DOT is planning to repair the road in front of the school but that is all they have planned. Councilmember McGowan suggested contacting Representative Larry Stirckland or Senator Benton Sawry. Mayor Byrd said they are not on the transportation committee so they probably wouldn't have much information. Ms. Worley said she would contact our representatives with Council's questions and concerns and report back to Council.

2nd OPEN FORUM

Mayor Byrd opened the 2nd Public Forum at 8:11pm.

Bennie Cherry of 150 Carriedelle Lane stated concerns about the roads in town being too narrow for school buses and emergency vehicles.

Faye Wright of 725 Powhatan Road expressed concerns about large trucks on the road as well. Mayor Byrd said we are looking for ways to get traffic signals in town.

Lauren Doskoez of 130 S Rose Hill said she is also concerned about narrow roads and the traffic in town. She also mentioned seeing undesirable situations late at night at the blue barn on Highway 70 Business West. Mrs. Oldham said the property has been condemned and to call 911 if Mrs. Doskoez continues to see people there. She said the property is in County's territory so we cannot order the owner to tear it down.

With no one else wishing to speak, Mayor Byrd closed the 2nd Open Forum at 8:19pm.

**MOTION TO GO INTO
CLOSED SESSION:**

A motion was made by Councilmember David McGowan and seconded by Councilmember Doris Riley to go into Closed Session at 8:20pm pursuant to N.C.G.S. 143-318.11(a)(3) "...consult with attorney..." and invite Planning Director Oldham into the Closed Session. Motion carried unanimously.

**MOTION TO COME
OUT OF CLOSED
SESSION:**

A motion was made by Councilmember David McGowan and seconded by Councilmember Carolyn Dobbin to come out of Closed Session at 8:42pm. Motion carried unanimously.

ADJOURN:

A motion was made by Councilmember David McGowan and seconded by Councilmember Tim Brown to adjourn. Motion carried unanimously.

The meeting adjourned at 8:42pm.

FLETA A. BYRD, Mayor

ATTEST:

EMILY MATTHEWS, CMC
Town Clerk

TOWN OF WILSON'S MILLS
WORK SESSION
April 27, 2026

PRESENT: Mayor Fleta Byrd, Mayor Pro-tem JC Triplett, Councilmembers Doris Riley, Tim Brown, and Carolyn Dobbins.

OTHERS PRESENT: Town Manager Leighanna Worley and Town Clerk Emily Matthews. Councilmember David McGowan joined via Zoom

CONVOCATION: Mayor Byrd declared a quorum present and called the meeting to order at 4:30pm.

MOTION TO GO INTO CLOSED SESSION: A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember Carolyn Dobbins to go into Closed Session at 4:31pm pursuant to N.C.G.S. 143-318.11(a)(3) "...consult with attorney..." and to invite Planning Director Oldham into the Closed Session. Motion carried unanimously.

MOTION TO COME OUT OF CLOSED SESSION: A motion was made by Councilmember Tim Brown and seconded by Councilmember Doris Riley to come out of Closed Session at 5:23pm. Motion carried unanimously.

Departmental Reports: Mayor Byrd asked if there were any specific questions about the departmental reports and there were none. She commented that the recent Touch A Truck event had great attendance.

Budget Discussions: Town Manager Leighanna Worley passed out and updated budget spreadsheet to Council and said the notes in red are what have changed since their last spreadsheet. She said the projections from the North Carolina League of Municipalities have changed. She said prior to this year we received a grant for our School Resource Officer for \$60,500 but this year we are receiving a grant for 126,000 for 2 SRO's, one of the Elementary School and one for the new High School. Ms. Worley said she added in a Powell Bill Fund Balance Appropriation of \$40,000. She said there is already \$90,000 calculated for revenue and the \$40,000 would be what we would be pulling for street repair. She said those amounts are reflected in Public Works expenditure line items.

Councilmember Brown asked about the "interest earned" line item and Ms. Worley said that is the interest earned on our bank accounts.

Ms. Worley said the audit contract line is still highlighted under Governing Board because the rest of the proposals were just received today. Council will see the proposals at their next meeting and when they decide on an auditor the line item will be updated.

Ms. Worley said there are 2 lines under contingency, and they are Capital Outlay Projects and professional municipal studies. She said Council discussed removing those at their last budget session, but she feels it would be a good idea to leave them in for now for the Park Master Plan. She said the LP gas line was increased for the Public Works shop heater.

Councilmember Brown asked about the IT services line item and what that is for. Ms. Worley said it is for the technology in the chambers, staff computers, phones, Wi-Fi, etc.

Ms. Worley said the salary and FICA line items for all departments are based on the salary study. She said a Cost of Living Adjustment (COLA) is also included in all departments due to some employees making more than the salary study showed. All departments also include a 5 percent buffer for any licenses or certifications the employee may obtain in the upcoming year. She said a 5 percent 401k match for all contributing employees was on the wish list from Human Resources Director Jenny Martin so that was also included in the numbers for each department. She explained this would only be for employees contributing to 401k and the town would only match up to 5 percent.

In the Administration Department Ms. Worley said the travel and training lines were increased to allow for continuing education classes within the department. Councilmember Brown asked why the travel line for Governing Board was not increased and Ms. Worley said it was increased in the last spreadsheet Council was given due to Council planning to attend CityVision again next year. Councilmember Brown asked why the postage line was decreased and Ms. Worley said we do not mail nearly as much as we used to. Councilmember Brown asked about the dues line item and Ms. Worley said that it is for various associations the employees are part of.

Regarding the Police Department, Ms. Worley said the salaries, FICA, COLA and 401k match are all based on the salary study as well. She also noted that the Town is required by law to contribute to 401k for all sworn officers, but the officers will be offered an additional 5 percent match like all other employees. Councilmember Brown asked if the required 401k contribution is in a separate line from the 401k match provided by the town and Ms. Worley said yes. She said the LEO 401k line is the state required portion. She said that only applies to sworn law enforcement officers and the numbers would change if we were to hire non-sworn officers. Councilmember Brown commented on how high the total for group insurance is overall. Ms. Worley said the rates on the spreadsheet are estimated and on the high end, she said we do not have the new rates yet. Councilmember Brown said he thinks we should shop around for better rates and Ms. Worley said we probably will shop next year. She said we didn't shop this year because the salary study took priority. Ms. Worley said she added funds to the Capital Outlay Equipment line for a camera at Wilson's Mills Road and Fire Department Road. Councilmember Brown asked if we should wait to see if DOT decides to put a traffic device there and Ms. Worley said a camera is still needed in the area. She said the numbers listed in the budget account for our portion of what we would have to pay for the camera. Councilmember Brown asked about the funds in the software line and Ms. Worley said that it is for the CAD software used by the department and they switched to a new software company this year. Councilmember Brown asked about the professional services line and Ms. Worley said that it is for psychological evaluations or having someone from an outside agency come in to work on an investigation. Councilmember Brown asked about the travel line item and asked if the officers do not use their town issued vehicles for work travel. Ms. Worley explained the travel line is also for lodging and food while attending continuing education classes. Councilmember Brown asked if we get anything for participating in the Governor's Highway Safety Program. Chief Williams said once participation points accrue, we are able to use them for certain items.

For the Public Works Department Ms. Worley said salaries, FICA, COLA and 401k match are all based on the salary study. She said the uniform line item is for the uniforms as well as for the cleaning and replacing of the uniforms. The

oil line was decreased based on what has been spent this year in that line. The departmental supplies line was increased from last sheet. On the last spreadsheet the town hall cleaning was included in Public Works under building and grounds maintenance, but it has been moved to Governing Board. Councilmember Brown asked for an example of how funds in the building and grounds line would be spent and Mr. Moore said recently it has been used for HVAC, new doorknobs, and replacing toilets. Councilmember Brown asked what would happen if we were to go over budget in that line and Ms. Worley said we would have to make a budget amendment because all of building and grounds maintenance is in the Public Works budget. Councilmember Brown asked why the departmental supply line decreased and Ms. Worley said there were some items that were coming out of that line that could've been coming from other lines. Councilmember Brown said we need to name the driveway leading to Town Hall from Wilson's Mills Road so we can receive Powell Bill funds for it. Ms. Worley said it wouldn't be covered by Powell Bill because it doesn't meet the required state standards. Under capital outlay and equipment, the wish list items were a new mower, shop heater, propane, and signpost driver for a total of \$21,000. She said the Powell Bill revenue is \$90,000 and the Powell Bill Fund Balance is \$40,000 which equals the expenditures listed at \$130,000.

Ms. Worley said salaries, FICA, COLA and 401k match are all based on the salary study in the Planning Department. She said professional services were increased for our engineering and planning services with KCI. She said \$8,400 is also included for the annual contracted amount with CloudPermit. Departmental supplies were increased for the new plotter/scanner. She also increased travel and training lines for continuing education in the department. Councilmember Brown asked about the phone line and Ms. Worley said it is for phone stipends or town issued cell phones.

Ms. Worley said the wish list for the parks and events department included a storage building with shelving for \$20,000 and electric transformer. She said a splashpad is noted on the spreadsheet, but it was left on in error, and it is not budgeted for. She said the Community Park line includes funds for general upgrades at the park. Councilmember Carolyn Dobbin asked about the \$8,000 listed in the dog park line and Ms. Worley said that it is for general maintenance.

After reviewing each department, Ms. Worley said there is an overage of \$318,000 the total from all wish list items is \$352,000 which would leave a deficit of \$33,000. She reminded Council there will not be any revenue replacement in the coming fiscal year like there has been in the past. She also said there are some corrections that need to be made and those funds will be pulled from fund balance in order to make the corrections. She said it would be her recommendation to use leftover funds to replenish our Fund Balance and get the percentage back up.

Councilmember Brown asked if we could contract with the County for Animal Control services. Ms. Worley said in the past the County told us we would need to handle animal control ourselves once we established a maintenance department and Police Department. Chief said contracting would also cost money. She said at an earlier budget session Council discussed the Animal Control employee being a security officer and back-up for the SRO at the high school. Councilmember Tim Brown asked if they would be a sworn officer and Chief said no. He said it is hard to keep a sworn officer in an Animal Control

position due to lack of interest. Councilmember Tim Brown asked once the high school is at full capacity will we get another SRO. Chief said every school wants additional SROs but there is no funding for additional ones. He also mentioned the Animal Control employee would complete training and become certified in Animal Control.

Human Resources Director Jenny Martin reviewed the process she went through to conduct the salary study. She said the study will help us with decision making moving forward. She said it also attracts new employees as well as retains our current employees and gives structure overall. Ms. Martin said she worked with department heads to get updated job descriptions and she is currently working to finalize those. Councilmember Tim Brown said he appreciates Ms. Martin's hard work and dedication.

Ms. Martin said as part of her research she contacted 23 other municipalities of various sizes and received responses from fifteen of them. Councilmember Brown asked what our current population is and Mrs. Oldham said approximately 2860. Ms. Martin said of the 15 municipalities she heard back from she chose 7 to compare salary ranges for each position. Councilmember Brown asked if Council could see the salary for each employee to see where they fall in the salary range for their position. Ms. Martin said since that is dealing with individual salaries, Council would need to go into closed session, but she would be happy to discuss it with them in closed session. She passed out information on the new salary grades and said a specific formula was used to determine the grades. She said the higher the salary grade, the more the position entails. Ms. Martin also worked with department heads to create a certification/licensure/degree list for each position and there are benefits for each of those. Councilmember Brown asked what happens if the employee already has certain certifications, licenses, or degrees. Ms. Martin said each employee is placed at the hiring rate in their range and then they move up the scale based on their certifications, license, or degree as well as their experience and that is how their final salary is determined. Mayor Byrd said the town has had salary studies before but none as detailed as this one. Ms. Martin said there were 5 positions whose current salary is already where the employee should be for salary and some higher than where they should be. She said that needs to be fixed in a way that still benefits the employee. She said now that the study is complete, she highly recommends a COLA each year in order to keep us in line before the next study.

Ms. Martin said she is available for any questions from Council and Councilmember Brown suggested Council go into Closed Session before final salaries are approved.

Ms. Worley said she would like for Council to have another budget session in the next couple weeks to discuss final numbers before approval of the budget. After discussion it was the consensus of Council to have a budget session on May 14th at 5:00pm.

**MOTION TO GO INTO
CLOSED SESSION:**

A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember Tim Brown to go into Closed Session at 6:32pm pursuant to N.C.G.S. 143-318.11(a)(6) "...personnel..." Motion carried unanimously.

**MOTION TO COME
OUT OF CLOSED
SESSION:**

A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember Doris Riley to come out of Closed Session at 6:53pm. Motion carried unanimously.

ADJOURN:

A motion was made by Councilmember Tim Brown and seconded by Councilmember Carolyn Dobbin to recess the meeting until May 14th, 2026, at 5:00pm. Motion carried unanimously.

The meeting recessed at 6:54pm.

FLETA A. BYRD, Mayor

ATTEST:

EMILY MATTHEWS, CMC
Town Clerk

TOWN OF WILSON'S MILLS
BUDGET SESSION – FY 2026-2027
May 14, 2026

PRESENT: Mayor Fleta Byrd, Mayor Pro-tem JC Triplett, Councilmembers David McGowan, Tim Brown, Carolyn Dobbin, and Doris Riley.

OTHERS PRESENT: Town Administrator Leighanna Worley and Town Clerk Emily Matthews

CONVOCATION: Mayor Byrd declared a quorum present and called the meeting to order at 5:01pm.

TOWN MANAGER UPDATES: Town Manager Worley said the Events Coordinator position was filled but due to personal reasons the person hired had to step down. The position has been filled again and Charnele Roberts will start May 26th or 27th.

Ms. Worley mentioned Council wanted to review the sessions they attended at CityVision earlier this month and suggested doing so at Council's Work Session on May 26th. Due to scheduling conflicts, Council decided to move the discussion to the June Work Session on June 22nd.

BUDGET DISCUSSIONS: Ms. Worley referenced the budget spreadsheet and said the changes since the last spreadsheet are noted in red.

In the Governing Board budget the audit fee amount has changed based on the auditor recommended by Finance Director Connie Lassiter. The recommendation and other options will be presented to Council at their meeting next Monday. Regarding group insurance she said health insurance increased by 9.5 percent, dental by 8.51 percent and there were no changes in vision and life insurance. The group insurance lines have been increased by an additional 10 percent in order to cushion for new employees in each department. Councilmember McGowan asked how 401(k) numbers were calculated. Ms. Worley said the numbers are 5 percent of all salaries in each department because that is the percentage the town will match if the employee contributes. She said not all employees are contributing but she estimated high just in case that changes.

In the Police Department Ms. Worley said we added a line for LEO separation allowance. She said this is required by law and these funds would be used if any officer retires prior to 62. She said we have 2 officers close to 62 and so these funds are in case they retire in the coming fiscal year. Mrs. Lassiter said the total for the line is determined by a formula based on salary and years of service. Ms. Worley said we have only had to use funds from that line one time in the past but it was decided to separate the funds out in the budget just in case they are needed this year. Councilmember McGowan asked if we are reimbursed if we have to pay out of this line for early retirement and Mrs. Lassiter said no.

Regarding salaries Councilmember Brown asked if the salary study that was conducted has us on track with salaries so they will not have to be discussed each year from here forward. Ms. Worley said yes we should stay on track but the grades would shift based on if a COLA is given each year. Councilmember Brown asked if there is a range for each position and Ms. Worley said the salaries are setup as a range but the scale shifts based on COLA. She said where each employee falls on their scale is based on education, experience, and years of service. Human Resource Director Jenny Martin said if a COLA is given

each year, employees should stay on track with the correct salaries.

Ms. Worley said the only change in the Planning Department and Public Works departments is the correct insurance calculations. Councilmember Brown asked about Public Works departmental supplies being increased and Ms. Worley said yes, it was increased from the last worksheet at the request of Mr. Moore.

Councilmember McGowan said the guns and ammunition budget for the Police Department has not been used as much as planned and asked if we need to budget less in the coming year. Chief said he thinks we should keep the budget the same and Ms. Worley said the reason for the percentage being lower than projected is because we haven't been fully staffed most of the year.

Ms. Worley said Powell Bill expenditures have been increased in the budget and a new plotter/scanner is in the budget for the Planning Department.

Mayor Byrd said the splashpad was removed from the Events budget and the \$12,000 Christmas tree was removed as well. She said \$2,500 was added in in hopes to restart the seniors program. Councilmember Brown asked what the electric transformer is used for and Mr. Moore said it is there to hopefully be used when a storage building is added at the park. Councilmember Brown asked what the building would be used for and Mr. Moore said it would be used for storage of events supplies. He said they are currently being stored in the Public Works building and in the attic at Town Hall. Mayor Byrd mentioned anything related to events at the park has to be transported back and forth prior to the event and it often takes multiple trips. She said having a storage building would make everything easier. Councilmember Brown agreed we need a building for storage but suggested having a temporary building until the Master Park Plan is completed.

Ms. Worley said with all items discussed tonight there is an overage of \$360,415. She said the last spreadsheet showed the splashpad but that has since been removed. She said the salary for a security officer/animal control was removed because Council said they would rather see a full time lieutenant in the Police Department. She said there are recommendations from her on page 14 of the spreadsheet and reviewed them. The Manager's recommendations were:

Replenish Fund Balance	\$119,175
Full Time Lieutenant Position	\$135,200
One New Vehicle	\$66,500
New Vehicle Laptops	\$20,000
New Lease for Body Cameras	\$19,000

Ms. Worley said these recommendations would make the budget balanced. Mayor Pro-tem Triplett said he thinks the fulltime lieutenant is needed due to our town growing. Councilmember Brown asked if the full time lieutenant position would eliminate the need for part time officers to supervise fulltime officers. Ms. Worley said that would require discussing specific people within their employment roles and Council would need to go into Closed Session for that. Councilmember Brown said he would like to go into Closed Session to discuss before the budget is approved. Ms. Worley said Council isn't approving the budget tonight, they are only calling the public hearing. She said changes can still be made to the budget before approval. She said Council can go into Closed Session at their meeting Monday night to have the necessary discussions.

Councilmember McGowan asked what percentage the fund balance will be at if we replenish it as planned. Mrs. Lassiter said there are still some things she is correcting and once those are done she will have a better idea of the percentage.

A motion was made by Councilmember David McGowan and seconded by Councilmember Doris Riley to call a public hearing for June 15, 2026 at 6:30pm in the Wilson's Mills Council Chambers to discuss the budget for Fiscal year 2026-2027. Motion carried unanimously.

ADJOURN:

A motion was made by Mayor Pro-tem JC Triplett seconded by Councilmember Carolyn Dobbin to adjourn. Motion carried unanimously.

The meeting adjourned at 6:10pm.

FLETA A. BYRD, Mayor

ATTEST:

EMILY MATTHEWS, CMC
Town Clerk

TOWN OF WILSON'S MILLS
TOWN COUNCIL MEETING
May 18, 2026

PRESENT: Mayor Fleta Byrd, Mayor Pro-tem JC Triplett, Councilmembers David McGowan, Tim Brown, Carolyn Dobbin and Doris Riley.

OTHERS PRESENT: Town Administrator Leighanna Worley, Town Clerk Emily Matthews, and Town Attorney Gabriel Du Sablon.

CONVOCATION: Mayor Byrd declared a quorum present and called the meeting to order at 6:30pm.

PLEDGE Mayor Byrd led the pledge of allegiance to the flag.

INVOCATION: Mayor Byrd gave the invocation.

APPROVAL OF AGENDA: Mayor Byrd asked for approval of the agenda.

A motion was made by Councilmember David McGowan and seconded by Councilmember Carolyn Dobbin to approve the agenda as presented. Motion carried unanimously.

PUBLIC HEARING: Mayor Byrd said the Public Hearing for the Unified Development Ordinance was continued at last month's meeting.

Ordinance to
Amend The
Wilson's Mills
Unified
Development
Ordinance:

Mayor Byrd reopened the public hearing at 6:32pm.

Councilmember Brown asked for Mayor Byrd to explain why we are updating the Unified Development Ordinance. Mayor Byrd said there are a few errors in the UDO and it is also in need of updates. She said the Planning Department and Planning Board have been working on revisions for over a year. She also said the UDO applies to both the corporate limits and the ETJ. Mayor Byrd asked if Council had any questions or comments about the revisions. Councilmember David McGowan said he doesn't like that open burning is still allowed. He said he wanted to voice his opinion that he does not approve of it. Councilmember Tim Brown mentioned that any changes that Council would like to make in the future, they can do so.

With no one else wishing to speak, Mayor Byrd closed the Public Hearing at 6:36pm.

A motion was made by Councilmember Tim Brown and seconded by Councilmember Carolyn Dobbin to adopt the following Ordinance to amend the Town of Wilson's Mills Unified Development Ordinance. Voting in favor of the motion were Mayor Pro-tem JC Triplett, Councilmember Carolyn Dobbin, Councilmember Tim Brown, and Councilmember Doris Riley. Voting in opposition of the motion was Councilmember David McGowan. Motion carried 4 to 1.

AN ORDINANCE TO AMEND

THE WILSON'S MILLS UNIFIED DEVELOPMENT ORDINANCE

WHEREAS, the Town has prepared an amended Unified Development Ordinance, hereinafter described, as duly filed with the Town; and

TOWN COUNCIL MEETING MINUTES – May 18, 2026

WHEREAS, the Planning Board held a public meeting on February 23, 2026 and the Town Council held a public hearing on May 18, 2026 to receive public comment and input on the amended Unified Development Ordinance; and

WHEREAS, newspaper notice publications were carried out for the public hearing pursuant to G.S. § 160D-602 and the Unified Development Ordinance; and

WHEREAS, the Planning Board submitted its recommendation to the Town Council recommending approval of said amendment that was generally consistent with the Town's Adopted Comprehensive Plan; and

WHEREAS, the Wilson's Mills Town Council also finds that the approval of the proposed text amendments are reasonable and in the public interest.

BE IT ORDAINED BY THE TOWN COUNCIL:

Section 1: The Unified Development Ordinance of the Town of Wilson's Mills is hereby amended as identified in UDO Binder dated May 18, 2026, in Town Clerk's office.

Section 2: The Town Clerk is hereby authorized and directed to cause the said Unified Development Ordinance for the Town of Wilson's Mills, North Carolina, to be physically revised and amended to reflect the changes ordained by this Ordinance.

Section 3: After reviewing all the information presented, the Wilson's Mills Town Council finds the text amendment request generally consistent with the Comprehensive Plan, and reasonable, and in the public interest.

Section 4: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any section, paragraph, subdivision, clause, or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to such section, paragraph, subdivision, clause, or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

**MOTION TO GO INTO
CLOSED SESSION:**

A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember Tim Brown to go into Closed Session at 6:37pm pursuant to N.C.G.S. 143-318.11(a)(3) "...consult with attorney..." and invite Planning Director Oldham into the Closed Session.

Councilmember McGowan asked if we have an estimate on how long the Closed Session will take because there is a significant amount of people from the public at the meeting tonight. Manager Worley said it shouldn't take long but counsel has another meeting so the Closed Session for this purpose had to be moved to the beginning of the meeting. Councilmember McGowan urged the public to stay until Closed Session is complete.

With a motion on the table, motion carried unanimously.

**MOTION TO COME
OUT OF CLOSED
SESSION:**

A motion was made by Councilmember David McGowan and seconded by Councilmember Doris Riley to come out of Closed Session at 7:26pm. Motion

TOWN COUNCIL MEETING MINUTES -- May 18, 2026

carried unanimously.

1st OPEN FORUM

Mayor Byrd opened the 1st Public Forum at 7:28pm.

With no one wishing to speak, Mayor Byrd closed the 1st Open Forum at 7:29pm.

REGULAR BUSINESS

MAYOR FLETA BYRD:

Mayor Byrd said she and Planning Director Wendy Oldham met last week with the Principal of Wilson's Mills High School and representatives from the Board of Education to discuss the traffic near the high school. She said they are planning to reach out to the Department of Transportation for further help.

**Proclamation in
Honor of Memorial
Day:**

Mayor Byrd read the following Proclamation:

**PROCLAMATION IN
HONOR OF
MEMORIAL DAY**

WHEREAS, millions of men and women have answered the call to duty in defending the hard-won freedoms we enjoy today; and

WHEREAS, Memorial Day is the occasion on which we remember, recognize, and honor the unselfish service of those no longer with us; and

WHEREAS, while we feel sorrow over their loss, we thank God that such people lived and gave their full measure so that we might live in liberty and freedom; and

WHEREAS, many of those who faced enemy fire on battlefields the world over were from Johnston County and Wilson's Mills, or are presently residing in this area, and many more of our communities' sons and daughters currently serve overseas to protect our national freedom – Freedom is not Free.

THEREFORE, the Town Council of the Town of Wilson's Mills asks all citizens of Wilson's Mills to recognize the hardships and sacrifices of those we know as veterans and let us remember the words of the song which says so much about this observance, "All gave some... some gave all."

**TOWN MANAGER'S
REPORT – Leighanna
Worley:**

Manager Leighanna Worley said she will read the complete budget message next month during Council's meeting. She said the message and the budget is available in the Clerk's office for the public to view.

**Presentation of
2026-2027 Budget
and Budget
Message:**

She said at their last budget session Council came to a consensus of a balanced budget totaling \$4,951,361.

Regarding changes in revenue, Ms. Worley said in the upcoming FY the town will no longer receive AARPA funds as they have in the past few years. For expenditures we have added salaries for a full-time Police Lieutenant and School Resource Officer for Wilson's Mills High School. She stated there were also salary grade adjustments in all departments. There was no specific percentage increase because the salary grades were increased based on comparisons made. There was a 9.5 percent increase for health insurance and

TOWN COUNCIL MEETING MINUTES – May 18, 2026

8.5 percent increase in dental insurance. The budget also include up to a 5 percent match for all employees contributing to 401k. Further expenditures reflect the commitment to the goals set in the town's Strategic Plan which was adopted earlier this year. She said the goals included updating the Future Land Use Map, creating a Comprehensive Master Utility Plan, and updating our Master Park Plan.

Call Public Hearing
– Approve Funds
and Raise Revenue –
Fiscal Year 2026-
2027;

Ms. Worley said Council will need to call a public hearing for next month for approval of the budget.

A motion was made by Councilmember Tim Brown and seconded by Councilmember Carolyn Dobbin to call a public hearing for June 15, 2026 at 6:30pm in the Wilson's Mills Town Hall Council Chambers to discuss the budget for the Fiscal year 2026-2027. Motion carried unanimously.

FINANCE DIRECTOR –
Connie Lassiter:

Award Contract for
Audit Services:

Mayor Byrd said she reviewed all the information listed from the various auditors and asked why some firms increased their prices each year. Finance Director Connie Lassiter said some firms prefer to increase their prices throughout a contract, it is just the preference of the auditor. Mayor Byrd asked what stood out about the one auditor Mrs. Lassiter suggested other than the cost. Mrs. Lassiter said she reviewed the scope of work and cost but also reviewed the peer reviews, knowledge of staff, and years of service. After review she said it is her recommendation to award the audit contract to Thompson, Price, Scott, Adams & Co., P.A.

A motion was made by Councilmember Tim Brown and seconded by Councilmember Doris Riley to award the Contract for Audit Services to Thompson, Price, Scott, Adams & Co., P.A.

Mrs. Lassiter said at Council's next meeting they will be able to review the audit engagement letter and have it signed.

PLANNING
DEPARTMENT – Wendy
Oldham:

Update Town of
Wilson's Mills Fee
Schedule – Special
Use Permit:

Planning Director Wendy Oldham said the North Carolina General Assembly changed the language for all conditional use permits to special use permits. They also made a change that requires permits to be recorded with the Register of Deeds. She said with it being recorded, the town will be protected if something were to go wrong with the permit after approval. She said the fee schedule has been updated to add a 3rd party recordation fee to be paid by the applicant. Ms. Worley and Gabe discussed changing the wording to "recording fees" to make the intention of the fee clearer.

A motion was made by Councilmember David McGowan and seconded by Councilmember Doris Riley to approve the changes to the Town of Wilson's Mills Fee Schedule as presented. Motion carried unanimously.

Appointment of
Planning Board
Member:

Mayor Byrd said Planning Board has received several applications to fill the vacant positions on the board. She said the Planning Board has recommended appointing Jessica Knight to the Planning Board.

A motion was made by Councilmember Tim Brown and seconded by Mayor Pro-tem JC Triplett to appoint Jessica Knight to the Wilson's Mills Planning Board. Motion carried unanimously.

Councilmember Brown thanked Jessica for her willingness to serve on the Planning Board.

TOWN COUNCIL MEETING MINUTES – May 18, 2026

**POLICE DEPARTMENT
– Chief Williams**

**Contract for School
Resource Officers:**

Mayor Byrd referenced the School Resource Officer contract in Council's packets. Councilmember McGowan asked if anything in the contract has changed from previous SRO contracts and Chief said no. He said it is one contract for 2 SRO's, one for Wilson's Mills Elementary and one for Wilson's Mills High School. Councilmember McGowan asked if we are providing vehicles for the SROs and Chief said yes.

A motion was made by Councilmember David McGowan and seconded by Mayor Pro-tem JC Triplett to approve the Contract for School Resource Officer Services. Motion carried unanimously.

**COUNCILMEMBER
COMMENTS:**

Councilmember Brown thanked Mayor Byrd and staff for meeting with the Board of Education about traffic at the High School.

2nd OPEN FORUM

Mayor Byrd opened the 2nd Public Forum at 7:49pm.

With no one wishing to speak, Mayor Byrd closed the 2nd Open Forum at 7:50pm.

**MOTION TO GO INTO
CLOSED SESSION:**

A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember David McGowan to go into Closed Session at 7:50pm pursuant to N.C.G.S. 143-318.11(a)(6) "...personnel..." Motion carried unanimously.

**MOTION TO COME
OUT OF CLOSED
SESSION:**

A motion was made by Councilmember Tim Brown and seconded by Councilmember David McGowan to come out of Closed Session at 8:15pm. Motion carried unanimously.

ADJOURN:

A motion was made by Councilmember Tim Brown and seconded by Councilmember David McGowan to adjourn. Motion carried unanimously.

The meeting adjourned at 8:16pm.

FLETA A. BYRD, Mayor

ATTEST:

EMILY MATTHEWS, CMC
Town Clerk

TOWN OF WILSON'S MILLS
TOWN COUNCIL MEETING
June 15, 2026

PRESENT: Mayor Fleta Byrd, Mayor Pro-tem JC Triplett, Councilmembers David McGowan, Tim Brown, Carolyn Dobbin, and Doris Riley.

OTHERS PRESENT: Town Administrator Leighanna Worley, Town Clerk Emily Matthews, and Town Attorney Gabriel Du Sablon.

CONVOCATION: Mayor Byrd declared a quorum present and called the meeting to order at 6:30pm.

PLEDGE Mayor Byrd led the pledge of allegiance to the flag.

INVOCATION: Mayor Byrd gave the invocation.

APPROVAL OF AGENDA: Mayor Byrd asked for approval of the agenda.

A motion was made by Councilmember David McGowan and seconded by Councilmember Carolyn Dobbin to approve the agenda as presented. Motion carried unanimously.

APPROVAL OF CONSENT AGENDA: Mayor Byrd said she has spoken with Town Clerk Emily Matthews about spelling errors in the minutes and Ms. Matthews said they will be corrected before she and Mayor Byrd sign them.

A motion was made by Councilmember Daivid McGowan and seconded by Councilmember Doris Riley to approve the consent agenda items pending the necessary amendments. Motion carried unanimously.

PUBLIC HEARING: Mayor Byrd opened the public hearing at 6:32pm.

Budget Message:

Town Manager Leighanna Worley read the following budget message:

"Mayor Fleta Byrd and Wilson's Mills Town Council,

In accordance with N.C.G.S. 159, the Local Government and Fiscal Control Act, I am pleased to present to you a balanced Recommended Budget for the fiscal year July 1, 2026, to June 30, 2027. This budget has been assembled with the premises of ensuring that the budgeted funds are spent for public purposes in accordance with the North Carolina Constitution Article V, Section 2(1), which states that "the power of taxation shall be exercised in a just and equitable manner, for public purposes only, and shall never be surrendered, suspended or contracted away." The Town's revenue forecasting philosophy has always been conservative and will continue for this fiscal year due to the ongoing uncertainty of local, state, and national economic trends. This budget document contains the recommended tax rate, revenue and expenditures estimations, and fee schedules.

The proposed Fiscal Year 2026-2027 Budget is \$4,918,776.00 and anything can be added or deleted at the pleasure of the Council. Budget needs and assessments were first discussed at the Budget Session which was publicly noticed and held on March 23, 2026, and in following sessions of the Town

Council. A public hearing is set to be held for the budget on June 15, 2026, at 6:30 PM.

In 2025-2026, the Town collected approximately \$2,885,475.00 in property tax. Wilson's Mills continues to be a rapidly growing town, and we are working to maintain the needs of the town infrastructure and services, along with keeping up with the additional influx of people and homes. The Town of Wilson's Mills will collect an estimated \$3,357,351.00 in ad valorem taxes in the coming year. This is mainly due to additional tax revenue from homes added during our growth this past year. Because of this, Town Management recommends a proposed tax rate totaling \$0.50, which continues to be average in the County and is the same rate as Fiscal Year 2025-2026.

*REVENUES**

Property & Vehicle Taxes

The Property Tax base is estimated by the Johnston County Tax Office to produce \$3,357,351 in revenue based on the latest tax scroll dated June 1, 2026, and at a 99% collection rate.

The Prior Year Tax collection estimates are based on previous years' collections as well as discoveries and collection rates. We have estimated a collection of \$500 for prior years' taxes. This amount is lower than the fiscal year 2025-2026 and is based on Johnston County's excellent 99% collection rate. Penalties and interest are based on prior year collections and is estimated at \$1,700.

Vehicle Tax estimates are based on the information from Johnston County Tax Office and an average of year-to-date revenues, and are increased slightly this year to \$222,500, up from \$208,000 in Fiscal Year 2025-2026.

The property tax, prior year collections, penalties and interest, and vehicle taxes generate approximately 73% of all General Fund Revenues. Last year these revenues generated only around 55% of all General Fund Revenues due to the addition of state ARPA money still being shown in Revenues. These ARPA funds were and are a portion of the Town's unrestricted fund balance; therefore, those fund balance totals will not be budgeted as Revenue this year, as the Town intends to work to build its fund balance totals for upcoming projects and savings.

In addition to the ARPA funds from last year, Sales Tax refunds and Motor Fuel Tax refunds will not be reflected as revenue in the Fiscal Year 2026-2027 budget. These line items are classified as accounts receivable, meaning the expenses are paid upfront and later reimbursed through the accounting system.

Shared State and Local Revenues

According to estimates from the North Carolina League of Municipalities, Wilson's Mills' share of the Johnston County sales & use tax will generate about \$810,000 or 16% of General Fund Revenues.

Other Significant Revenues

Utility Franchise Taxes, which includes electric power, piped natural gas, cable television, and telecommunications taxes, are expected to generate \$81,518 or 2% of the total General Fund revenues.

The Town intends to appropriate \$40,000 in Powell Bill Fund Balance to add to the state's estimated \$90,000 in distributions for this fiscal year. This total of \$130,000 in Powell Bill Fund revenue and fund balance will be used for specific projects for town-owned streets and represents approximately 3% of the general fund budget.

The Town also expects to receive grants totaling \$126,000 or 3%.

In addition to the sources of revenue discussed above, the Town is also expected to realize other revenues, accounting for 3% of total General Fund revenues including beer and wine taxes and collected fees.

Miscellaneous and Departmental Fees

Staff will present for Council's review and approval an updated Fee Schedule for Fiscal Year 2026-2027 that includes some increases approved during the Fiscal Year 2025-2026, as well as Beer and Wine Licenses for malt beverages and wine within the town limits.

General Fund Appropriation

There are no general fund balance amounts appropriated to be used for Fiscal Year 2026-2027.

EXPENDITURES***Basic Expenditures Authorized by Department**

The following expenditures have been appropriated in relation to our revenues.

GENERAL FUND	
General Government	\$1,087,876.00
Administration	\$ 735,611.00
Police	\$2,093,467.00
Public Works	\$ 561,444.00
Planning	\$ 368,878.00
Parks & Events	\$ 71,500.00
TOTAL	\$4,918,776.00

STAFF: The budget reflects the following new positions and their perspective departments:

1. One full-time Lieutenant position in the Police Department starting after July 2026
2. One additional full-time School Resource Officer in the Police Department for the new Wilson's Mills High School opening with a

limited capacity in the Fall of 2026

SALARY: This budget includes a tiered salary-grade adjustment for all departments based on comparable towns in and around Johnston County. There is no set percentage increase, as these grade scales have been adjusted based on comparisons made. Positions in each grade have been calculated based on newly approved education and experience criteria for each department.

BENEFITS: The Town is continuing its health and life benefits with The Laymon Group broker with BCBSNC and Delta coverages. We have received new rates with these companies that vary by coverage, so the increase percentage budgeted for each department is 10% across the board. The specific new rate increases are as follows:

- **Health:** a 9.5% increase
- **Dental:** an 8.51% increase
- **Vision:** 0% increase
- **Basic Life, AD&D, and Voluntary Term Life:** 0% increase

All of these new rates are a very favorable outcome compared to an average of 25% across the market this year.

Additional employee benefits this year include a Town match of up to 5% of each employee's own 401(k) contribution, as well as enhanced employee appreciation and service year recognition awards.

The Fiscal Year 2026–2027 budget also reflects the Town's continued commitment to implementing the goals and timelines established within the 2026–2031 Strategic Plan. Key initiatives planned for this fiscal year include the following:

- Updating the Town's current Comprehensive Plan and Future Land Use Map to better guide growth and development decisions.
- Creating a comprehensive Master Utility Plan to support long-term infrastructure planning.
- Updating the current Master Park Plan. In updating the Master Park Plan this will also position the Town more competitively for future grant opportunities aimed at park improvements and recreational enhancements for residents.

The Town Council reviewed the proposed budget in 5 work sessions where changes in revenues and expenditures were directed. The financial investments identified in the budget are designed to address the following Town Council goals:

- Support employee retention and recruitment through strategic salary adjustments.

- Maintain adequate police staffing levels to continue providing quality public safety services.
- Advance priorities and initiatives identified in the 2026–2031 Strategic Plan.
- Utilize additional Powell Bill revenues and available fund balance to improve maintenance and long-term care of Town-owned streets.
- Replenish amounts in the Town's overall General Fund Balance with the use of Contingency

I would like to express my sincere appreciation to the staff for their support during the preparation of this budget. They have spent a great deal of time working to ensure the tax dollars of the citizens of Wilson's Mills are spent correctly. Additionally, I would like to acknowledge the Mayor and the Town Council for their support and leadership throughout the work sessions held to develop this budget."

With no one else wishing to speak, Mayor Byrd closed the public hearing at 6:53pm.

**Town of Wilson's
Mills Budget
Ordinance for Fiscal
Year 2026-2027:**

Councilmember Brown asked if the new full-time lieutenant would stop the need for part-time supervisors. Ms. Worley said yes, once the vacancy for lieutenant is filled. Councilmember McGowan asked what the Fund Balance percentage will be now that it will be replenished as part of the budget. Ms. Worley said we will not know for sure until the audit is completed. Ms. Worley noted changes to revenue and therefore changes with expenditure. She said we have received their final scroll on June 1st and that caused the ad valorem levy to be at \$3,357,351 which is \$30,000 less than originally budgeted. The beer and wine taxes were also decreased. The tax collection line also went down due to the ad valorem decreasing. Contingency also went down due to those changes. Ms. Worley said the salary line in the Police Department have increased due to vacancies. She said it was best to project salaries in the midrange to account for new hires education and experience. Due to the salary line item changing, the FICA and retirement totals changed as well. The budget for a storage building in the Events Department was decreased from \$30,000 to \$15,000. Ms. Worley said rather than a permanent building they are planning for a smaller building that will use solar rather than electricity.

Councilmember Brown thanked Ms. Worley and Finance Director Connie Lassiter for their work on the budget. Ms. Worley reviewed the language in the budget ordinance that changed due to her title changing from Administrator to Manager.

A motion was made by Councilmember David McGowan and seconded by Councilmember Doris Riley to adopt the following Town of Wilson's Mills Budget Ordinance for Fiscal Year 2026-2027. Motion carried unanimously.

**TOWN OF WILSON'S MILLS
BUDGET ORDINANCE
FISCAL YEAR 2026-2027**

**AN ORDINANCE TO APPROPRIATE FUNDS AND RAISE REVENUE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING
JUNE 30, 2027**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF

WILSON'S MILLS, NORTH CAROLINA, MEETING IN REGULAR SESSION, THAT: the following anticipated Fund Revenues and Departmental Expenditures, together with certain fees and charges schedules and with certain restrictions and authorizations are hereby appropriated and approved for the operation of the Town Government and its activities for the Fiscal Year beginning July 1, 2026 and ending June 30, 2027.

SECTION I. GENERAL FUND

A. REVENUES ANTICIPATED:

Current Year Ad Valorem Taxes	\$3,357,351.00
Prior Year Ad Valorem Taxes	\$500.00
Motor Vehicle Tax	\$222,500.00
Tax Penalties & Interest	\$1,700.00
Festivals & Events	\$3,500.00
Utility Franchise Taxes	\$81,518.00
School Resource Officers – JCPS	\$126,000.00
Court Facility Fees	\$1,800.00
Ticket and Violation Fees	\$1,500.00
Local Government Sales Tax	\$810,392.00
Beer & Wine	\$12,250.00
Powell Bill Street Grant	\$90,000.00
ABC Board Local	\$10,125.00
Interest Income	\$2,000.00
Fees Collected – Planning Dept.	\$150,000.00
Fees Collected – Police Dept.	\$140.00
Misc. Collections	\$6,900.00
Pet Fees	\$600.00
Fund Balance (General Fund)	\$0.00
Fund Balance (Powell Bill)	\$40,000.00
TOTAL	\$4,918,776.00

B. EXPENDITURES AUTHORIZED BY DEPARTMENT:

Governing Body	\$1,087,876.00
Administration	\$735,611.00
Police	\$2,093,467.00
Public Works	\$561,444.00
Planning & Zoning	\$368,878.00
Events	\$71,500.00
Transfers to Other Funds	\$0.00
TOTAL	\$4,918,776.00

SECTION II. WATER AND SEWER FUND

A. REVENUES ANTICIPATED:

Sewer Charges	\$7,000.00
Late Fees	\$1,400.00
Johnston County Public Utilities	\$171,600.00
TOTAL	\$180,000.00

B. EXPENDITURES AUTHORIZED:

Professional Services	\$18,590.00
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Dept./Office/Misc. Supplies	\$1,000.00
Postage	\$500.00
USDA Sewer Loan "A" – Principal	\$65,000.00
USDA Sewer Loan "A" – Interest	\$79,475.00
USDA Sewer Loan "B" – Principal	\$6,000.00
USDA Sewer Loan "B" – Interest	\$9,435.00
TOTAL	\$180,000.00

SECTION III. LEVY OF TAXES

There is hereby levied for Fiscal Year 2026-2027 an ad valorem tax rate of \$0.50 per one hundred dollars (\$100.00) valuation of taxable property as listed for taxes as of July 1, 2026, for the purpose of raising the revenue from current taxes as set forth in the foregoing estimate of revenues, and to finance the foregoing applicable appropriations.

SECTION IV. SPECIAL AUTHORIZATIONS

The Town Manager, as Budget Officer, under the North Carolina Budget and Fiscal Control Act, is authorized to direct transfers of appropriations as contained herein under the following conditions:

- A. The Budget Officer may approve transfers between line-item expenditures within any department without limitation. This transfer shall be recorded as an Intradepartmental Budget Adjustment. All Intradepartmental Budget Adjustments over five thousand dollars (\$5,000) shall be reported to the Town Council at the first regular meeting after the adjustment has occurred.
- B. The Budget Officer may approve transfers of amounts between departments, including contingency appropriations, within the same fund without limitation. This transfer shall be recorded as an Interdepartmental Budget Adjustment. All Interdepartmental Budget Adjustments over five thousand dollars (\$5,000) shall be reported to the Town Council at the first regular meeting after the adjustment has occurred.
- C. The Budget Officer may not transfer any amounts between funds, except as approved by the Town Council by a Budget Ordinance Amendment.

SECTION V. UTILIZATION OF THE BUDGET ORDINANCE

This ordinance shall be the basis of the financial plan for the Town of Wilson's Mills beginning July 1, 2026, and ending June 30, 2027. The Budget Officer shall administer the budget and shall ensure that operating officials are provided with guidance and sufficient details to implement their appropriate portion of the budget. The Finance Department shall establish and maintain all records which are in consonance with this ordinance, and the appropriate statutes of the State of North Carolina. Copies of this ordinance shall be furnished to the Finance Director for direction in the disbursement of the Town's funds and to the Town Clerk for the purpose of public inspection.

**Adoption of Fiscal
Year 2026-2027 Fee
Schedule:**

Ms. Worley said there were changes to the fee schedule recently in the Planning Department but there are other changes that need to be changed due to the new budget. A beer and wine licensing fee has been added under the administration department. She said we do not have many business in town that require the license but as we continue to grow it will be more applicable.

A motion was made by Councilmember Doris Riley and seconded by Mayor Pro-tem JC Triplett to adopt the amended Town of Wilson's Mills Fee Schedule. Motion carried unanimously.

1st OPEN FORUM

Mayor Byrd opened the 1st Public Forum at 6:58pm.

Jason Moore, Wilson's Mills Fire Chief, updated council on ongoing changes in the fire districts. He noted while the Fire Department is not incorporated as a part of the town, he wanted to update Council on the current happenings.

With no one wishing to speak, Mayor Byrd closed the 1st Open Forum at 7:12pm.

REGULAR BUSINESS

MAYOR FLETA BYRD:

Proclamation
Celebrating the 250th
Anniversary of the
United States of
America:

Mayor Byrd read the following proclamation:

**PROCLAMATION CELEBRATING THE 250TH ANNIVERSARY
OF THE UNITED STATES OF AMERICA**

WHEREAS, July 4, 2026, marks the 250th anniversary of the signing of the Declaration of Independence and the founding of the United States of America; and

WHEREAS, the America 250 semi-quincentennial represents a monumental opportunity to reflect on our nation's rich history, honor the diverse stories and sacrifices of the people who shaped it, and look forward toward a shared future of liberty and justice for all; and

WHEREAS, the State of North Carolina played a vital and historic role in the journey toward American independence, leading the nation with early actions of courage and self-determination; and

WHEREAS, local communities are the bedrock of our nation's character, and the residents of Wilson's Mills have contributed significantly to the civic, economic, and cultural fabric of our region and country; and

WHEREAS, this historic milestone encourages all citizens to engage in educational programs, community service, and commemorative events that promote a deeper understanding of our foundational principles and strengthen our civic institutions;

NOW, THEREFORE, Fleta A. Byrd, Mayor of the Town of Wilson's Mills, hereby proclaims the year 2026 as the

250th Anniversary of the United States of America

and encourages all residents to participate in activities and events that celebrate our nation's history and heritage.

OTHER:

Mayor Byrd said she and members of staff recently toured Wilson's Mills High School. She said it has come together and almost ready for students to start in the fall.

**TOWN MANAGER'S
REPORT – Leighanna
Worley:**

**Utility Service
Agreement Between
Wilson's Mills and
Johnston County:**

Ms. Worley said the utility service agreement and maps in Council's packet were sent to them via email on June 8th. The agreement and maps are also on the agenda of the County Commissioners tonight for approval. Ms. Worley said appendix B shows the utility service boundary, not new boundaries for the town. The agreement states we will work with the county based on criteria and process in the agreement if we are approached by a development that needs infrastructure. Ms. Worley asked Council to keep in mind we are getting ready to start conversations about an annexation agreement with the Town of Clayton, Town of Smithfield, and Town of Selma. She said some of the areas might be serviced by one of the other towns rather than the County. Mayor Byrd said the wording in the agreement is finally the way it needs to be. Councilmember McGowan asked if Council should wait to vote on the agreement until we hear if the County has passed the agreement or makes changes. Ms. Worley said if the County does make changes, the changes would have to come back to Council for approval.

A motion was made by Councilmember Tim Brown and seconded by Councilmember Carolyn Dobbin to approve the Utility Service Agreement between Wilson's Mills and Johnston County. Motion carried unanimously.

**Manager
Comments/Updates:**

Ms. Worley said Requests for Proposals were sent out for the design and construction for the sign to be placed at the front of Town Hall. She said the deadline for submittals is June 18th and she has received one so far.

Regarding the traffic at the intersection of Wilson's Mills Road and Fore Department Road, Ms. Worley said a traffic counter was placed at the intersection. She said the intersection scored 11 out of 50 on the DOT criteria and therefore the score is not high enough for a traffic device at the intersection. She said DOT is a reactive department rather than proactive and they are more concerned about the number of fatalities at the intersection more than the traffic. She said the traffic devices at other intersections in town were paid for by developers. Councilmember Brown said he was upset the counters were placed when the Elementary School was not in session. Ms. Worley said in their emails to her the DOT representatives addressed that but they are more concerned with fatalities rather than traffic volume. She said she will continue to talk to our representative at their bimonthly meetings. She said at their July meeting council should have a resolution regarding this to send to DOT and our state representatives. Councilmember Brown said he is concerned about the busses that will be going to and from the new high school. Ms. Worley said our DOT representatives stated the County was advised to not build a high school in the location it is.

**FINANCE DIRECTOR –
Connie Lassiter:**

**Contract to Audit
Accounts –
Thompson, Price,
Adams & Co, P.A.:**

Mayor Byrd said at their May 18th meeting Council voted to award the audit contract to Thompson, Price, Adams & Co. Mrs. Lassiter said the audit contract in Council's packets is a formality to solidify the agreement with the Auditor.

A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember David McGowan to approve the Audit Contract with Thompson, Price, Adams & Co. Motion carried unanimously.

**Resolution
Authorizing Town of
Wilson's Mills to
Engage in Electronic
Payments:**

Mayor Byrd asked if we are currently accepting electronic payments and Mrs. Lassiter said yes but the resolution will get us in compliance with state regulations. This will offer an extra layer of protection for purchasing that can't be pre-audited such as purchases with credit cards. She said more compliance measures will be coming in the future.

A motion was made by Mayor Pro-tem JC Triplett and seconded by Councilmember Tim Brown to approve the following Resolution Authorizing Town of Wilson's Mills to Engage in Electronic Payments. Motion carried unanimously.

**RESOLUTION AUTHORIZING TOWN OF WILSON'S MILLS
TO ENGAGE IN ELECTRONIC PAYMENTS**

WHEREAS, it is the desire of the Town Council that the Town of Wilson's Mills is authorized to engage in electronic payments as defined by G.S. 159-28; and

WHEREAS, it is the responsibility of the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409; and

WHEREAS, it is the responsibility of the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03 .0410;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Wilson's Mills:

Section 1. Authorizes the Town of Wilson's Mills to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441; and

Section 2. Authorizes the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409; and

Section 3. Authorizes the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transactions as required by NC Administrative Code 20 NCAC 03 .0410; and

Section 4. This resolution shall take effect upon approval by the Town Council.

**COUNCILMEMBER
COMMENTS:**

Councilmember Brown asked when mile markers will be placed on I-42 because they currently say Highway 70. Ms. Worley said she will ask our DOT representatives at her August meeting with them.

Councilmember Brown asked if we are on track with the Strategic Plan Council worked on a few months ago. Ms. Worley said yes, 3 of the items in the

Strategic Plan are budgeted for in the coming fiscal year.

Councilmember McGowan asked where we are on the punch list related to the Council Chambers project. Ms. Worley said there are a couple items that are still outstanding, but the contractor is trying to get them fixed and then we can hopefully close out the project.

2nd OPEN FORUM

Mayor Byrd opened the 2nd Public Forum at 7:57pm.

Kimetha Fulwood with Johnston County Public Health updated Council on programs offered by the Health Department including a lifestyle class and chronic pain self-management class. She also updated on required vaccines for upcoming 7th and 12th graders. She passed out informational packets for Council and staff. Council thanked Ms. Fulwood for the updates.

With no one else wishing to speak, Mayor Byrd closed the 2nd Open Forum at 8:01pm.

**MOTION TO GO INTO
CLOSED SESSION:**

A motion was made by Councilmember David McGowan and seconded by Councilmember Doris Riley to go into Closed Session at 8:01pm pursuant to N.C.G.S. 143-318.11(a)(3) "...consult with attorney..." Motion carried unanimously.

RECESS:

Mayor Byrd called for a 15 minute recess before the Closed Session.

**MOTION TO COME
OUT OF CLOSED
SESSION:**

A motion was made by Councilmember David McGowan and seconded by Councilmember Tim Brown to come out of Closed Session at 9:01pm and stated Planning Director Wendy Oldham was present for the Closed Session. Motion carried unanimously.

ADJOURN:

A motion was made by Councilmember David McGowan and seconded by Councilmember Doris Riley to adjourn. Motion carried unanimously.

The meeting adjourned at 9:01pm.

FLETA A. BYRD, Mayor

ATTEST:

EMILY MATTHEWS, CMC
Town Clerk

Request for Council Action

Agenda Item 6b(i)

TO: Mayor Fleta Byrd and Town Councilmembers
FROM: Leighanna Worley, Town Manager
DATE: July 20, 2026
RE: ORDINANCE to Reduce the Speed Limits in All Subdivisions

Following citizen concerns at your last meeting for two subdivisions in town regarding traffic speeds and safety, Patrick and I reviewed the speed limits on various streets in town.

It is our recommendation that Council pass and Ordinance reducing the speed limits on streets in all subdivisions within the town limits to 15MPH.

This will hopefully eliminate the requests for speed bumps on those streets, which we've had in the past. Speed bumps are very costly to install and maintain, and our hope is that a 15MPH speed limit in all subdivisions would slow traffic down enough to reduce problems.

ATTACHMENTS:

Draft ORDINANCE to Change the Speed Limit on Various Streets Within All Subdivisions in the Town of Wilson's Mills

ACTION REQUESTED:

Approve, deny, or table the proposed ORDINANCE to Change the Speed Limit on Various Streets Within All Subdivisions in the Town of Wilson's Mills.

**AN ORDINANCE TO CHANGE THE SPEED LIMIT ON
VARIOUS STREETS WITHIN ALL SUBDIVISIONS
IN THE TOWN OF WILSON'S MILLS**

WHEREAS, it is the desire of the Town Council of Wilson's Mills to act to approve the appropriate ordinance to revise the speed limit on various streets within all Subdivisions to 15 MPH;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Wilson's Mills, North Carolina that:

Section 1. The following streets in all Subdivisions in Wilson's Mills are revised to a speed limit of 15 MPH.

- 1) The following streets in Ives Landing Subdivision:
 - a. Westchase Drive
 - b. Woodglen Drive
 - c. Windchime Court
 - d. Imperial Drive
 - e. Springmoor Drive
 - f. Hanford Drive
 - g. Spring Forest Lane
- 2) The following streets in Mill Creek Subdivision:
 - a. Maple Tree Lane
 - b. Forest Bend Way
- 3) The following streets in Poplar Creek Subdivision:
 - a. Poplar Drive
 - b. Pear Tree Lane
 - c. Hickory Street
- 4) The following streets in East Hampton:
 - a. Alliance Drive
 - b. N. Rose Hill Drive
 - c. S. Rose Hill Drive
 - d. Flying Point Lane
 - e. Memorial Court
 - f. Roundview Circle
 - g. Select Court
- 5) The following streets in Lockwood Subdivision:
 - a. Lockwood Drive
 - b. Bent Creek Court
 - c. Twin Pines Court
 - d. Apple Court

- 6) The following streets in Ole Mill Village:
 - a. Stoneview Circle
 - b. Yellow Stone Lane
 - c. Copperstone Circle
 - d. Stoney Creek Circle
 - e. Stone Ridge Drive
- 7) The following streets in Johnston Farms Subdivision:
 - a. Johnston Farms Drive
 - b. Marlin Lane
 - c. Waterview Way
 - d. Windy Hill Lane
 - e. Rocks Edge Lane
 - f. Hearth Lane
 - g. E. Abbey Court
 - h. W. Abbey Court
- 8) The following streets in The Homeplace Subdivision:
 - a. Antler Drive
 - b. Deer Flag Lane
 - c. Parker Street
- 9) The following streets in Cardinal Glen Subdivision:
 - a. Pricket Lane
 - b. Roe Lane
 - c. Coriander Lane
- 10) The following streets in Parrish Ridge Subdivision:
 - a. Rivercamp Street
 - b. Norris Creek Drive
 - c. Haymaker Drive
 - d. Benjamin Court
- 11) The following streets in Cottages Subdivision:
 - a. Hanover Court
 - b. Wicklow Court

Section 2. The Planning Director is hereby authorized and directed to ensure that all streets within future Subdivisions shall also have a speed limit of 15 MPH.

Section 3. The Public Works Director of the Town of Wilson's Mills is hereby authorized and directed to cause the appropriate speed limit signs to be erected.

Section 4. The Chief of Police of the Town of Wilson's Mills Police Department is hereby authorized and directed to cause the enforcement of the foregoing provisions to be implemented.

Section 5. This ordinance shall become effective upon its adoption and approval.

ADOPTED THIS 20TH DAY OF JULY 2026

PETER H. WILSON, Mayor

ATTEST:

LEIGHANNA T. WORLEY, Town Clerk

Request for Council Action

Agenda Item 6b(ii)

TO: Mayor Fleta Byrd and Town Councilmembers
FROM: Leighanna Worley, Town Manager
DATE: July 20, 2026
RE: Endowment Termination

At your last Budget Session, a discussion was held regarding the James George Endowment funds and options for terminating the endowment.

Attorney Du Sablon has reviewed our options and will be going over those at your meeting. Attached please find an email from him summarizing those options and what they would mean for the town.

ATTACHMENTS:

Email from Attorney Du Sablon regarding options for terminating the James George Endowment

ACTION REQUESTED:

Approve, deny, or table a decision on terminating the James George Endowment.

From: [Gabriel Dusablon](#)
To: [Leighanna Worley](#)
Subject: RE: FW: Endowment from 2014
Date: Wednesday, July 1, 2026 3:02:31 PM
Attachments: [image002.png](#)
[image003.png](#)

Be Advised: This email originated from outside of the Town of Wilson's Mills, NC

Hey Leighanna,

I did look into it a bit more. I see two paths forward. The first involves cooperation from Mr. George's family, which I know you said below was not fruitful. The second would be to rely on basic contract and trust principles and unilaterally terminate the endowment after going through some procedural steps.

I prefer the first path for several reasons, but understand it might not be an option if the family is uncooperative. The reason I prefer that path is twofold. First, the endowment is silent as to duration, does not contain any termination provisions, and is silent with regard to the disposition of the funds upon dissolution. All of these issues could be addressed and we could have complete certainty if we were able to modify the terms of the endowment. Basically, I would draft an Endowment Dissolution Agreement. It would set out the understanding of the parties regarding dissolution of the endowment and the disposition of the funds. Based on the emails and resolution from Pine Level, Mr. George was willing to agree that the funds be transferred to the Town of Selma (to their beautification fund) when they dissolved theirs. This is the preferred approach because (a) it will have a clearly defined path and legal means of dissolving the endowment, and (b) it might possibly result in a one-time gift of \$25,000 to the Town.

The second path is less ideal because we would have to revert to UCC provisions to terminate the agreement. Pursuant to § 25-2-309, I believe the Town could terminate the endowment agreement upon reasonable notice to the family. There is also a North Carolina General Statute (Chapter 36E) that governs endowments (institutional funds) but it does not speak to termination/dissolution. It does create a pathway to removing restrictions on the use of funds under certain conditions (less than \$100,000 fund, older than 10 years, use of funds consistent with purpose), and with 60 days notice to the NC Attorney General. Whether this provision could be used to access the principal might require a bit more research, but it is a possibility. Unless this option pans out, I would recommend that the funds be returned to the donor. This mode of proceeding is murkier from a legal perspective and therefore slightly riskier. However, unless the family is cooperative, it will be the only option.

Let me know if you want to discuss. If you think option 2 is the only path forward, I can try to evaluate whether we can rely on § 36E-6 to access the principal. Alternatively, I can prepare a resolution that authorizes town staff to send notice of intent to terminate and after waiting a

reasonable amount of time, terminate the endowment and return the funds to the donor's estate. Thanks.

Gabe.



Gabriel Du Sablon

2500 Nash Street N, Ste C

Wilson, NC 27896-1394

Phone: 252-291-3848 | Fax: 252-291-9555

[WEB](#) | [BIO](#) | [EMAIL](#)

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

IRS CIRCULAR 230 DISCLOSURE: Any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax related penalties or promoting, marketing or recommending to any other party any tax related matter addressed herein.

From: Leighanna Worley <lworley@wilsonsmillsnc.org>

Sent: Tuesday, June 30, 2026 5:01 PM

To: Gabriel Dusablon <gdusablon@cauleypridgen.com>

Subject: RE: FW: Endowment from 2014

Hey Gabe,

Have you looked into this anymore? I wanted to look at bringing some kind of solution on this to Council at their July 20th meeting. Thanks!

A handwritten signature in blue ink, appearing to read "LWorley".

Leighanna T. Worley, MMC

Town Manager

Office: (919) 938-3885 ~ Cell: (919) 628-9231

TOWN OF WILSON'S MILLS

***Our Mission:** Working together to promote and protect quality of life!*

***Our Vision:** A vibrant community of vision, opportunity, and growth that everyone is proud to call home!*

<https://link.edgепilot.com/x/6yWuikKG1KDsdCkgR6xuaTs?u=http://www.wilsonsmillsnc.org/>

Request for Council Action

Agenda Item 6b(iii)

TO: Mayor Fleta Byrd and Town Councilmembers
FROM: Leighanna Worley, Town Manager
DATE: July 20, 2026
RE: RESOLUTION Requesting Additional Traffic Studies and Safety Improvements

Pursuant to various past conversations among Council and with NCDOT representatives, please find attached for your consideration a Resolution that requests additional traffic studies and identification of safety improvements at the intersection of Fire Department Road and Wilson's Mills Road.

If adopted, this Resolution will be sent to our DOT representatives, as well as our Legislative representatives.

ATTACHMENTS:

Draft Resolution Requesting Additional Traffic Studies and Identification of Safety Improvements at the Intersection of Fire Department Road and Wilson's Mills Road

ACTION REQUESTED:

Approve, deny, or table the Resolution Requesting Additional Traffic Studies and Identification of Safety Improvements at the Intersection of Fire Department Road and Wilson's Mills Road.

**RESOLUTION REQUESTING
ADDITIONAL TRAFFIC STUDIES AND
IDENTIFICATION OF SAFETY IMPROVEMENTS
AT THE INTERSECTION OF
WILSON'S MILLS ROAD AND FIRE DEPARTMENT ROAD**

WHEREAS, the Town Council of the Town of Wilson's Mills recognizes that protecting the health, safety, and welfare of its residents and visitors is one of its highest responsibilities; and

WHEREAS, the intersection of Wilson's Mills Road and Fire Department Road is a major intersection within the Town of Wilson's Mills and is owned and maintained by the North Carolina Department of Transportation (NCDOT); and

WHEREAS, this intersection serves residents, businesses, emergency responders, Wilson's Mills High School, and Wilson's Mills Elementary School, resulting in significant daily traffic volumes, particularly during school arrival and dismissal periods; and

WHEREAS, the Town continues to receive concerns from residents regarding traffic congestion, lengthy delays, restricted sight distances, turning conflicts, and the overall safety of motorists entering and exiting the intersection; and

WHEREAS, NCDOT engineers have studied and evaluated this intersection and have determined that the current fatal traffic volumes, crash history, and warrant analyses do not meet the criteria necessary to justify funding for the installation of a traffic signal, all-way stop control, or roundabout at this time; and

WHEREAS, while the Town understands NCDOT's engineering standards and warrant requirements, the Town Council believes that the absence of qualifying crash statistics should not preclude continued efforts to proactively improve safety and traffic operations before more serious incidents occur; and

WHEREAS, the Town has worked cooperatively with adjacent property owners and has reviewed available right-of-way conditions in an effort to identify opportunities for future improvements; and

WHEREAS, the Town Council remains committed to partnering with NCDOT to identify practical, data-driven, and cost-effective solutions that will improve traffic flow, reduce congestion, enhance safety, and accommodate future growth within the community.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Wilson's Mills that it respectfully, but strongly, requests that the North Carolina Department of Transportation continue evaluating the intersection of Wilson's Mills Road and Fire Department Road through additional traffic studies, operational analyses, and engineering reviews.

BE IT FURTHER RESOLVED that the Town requests NCDOT identify and recommend feasible short-term and long-term improvements that can be implemented to enhance traffic flow and improve public safety, including, but not limited to, geometric improvements, turn-lane

modifications, access management strategies, signal warrant reevaluations, operational changes, or other engineering solutions deemed appropriate.

BE IT FURTHER RESOLVED that the Town requests NCDOT continue monitoring traffic volumes, crash data, and future development impacts so that additional traffic control measures may be reconsidered if engineering warrants are met in the future.

BE IT FINALLY RESOLVED that the Town of Wilson's Mills stands ready to work collaboratively with NCDOT, regional transportation partners, Johnston County, the Johnston County Public Schools, and other stakeholders to identify and implement practical solutions that improve the safety and mobility of this important intersection for the benefit of current and future residents.

Adopted this 20th day of July 2026

Fleta A. Byrd, Mayor

ATTEST:

Emily A. Matthews, Town Clerk

Request for Council Action

Agenda Item 6c(i)

TO: MAYOR FLETA BYRD AND TOWN COUNCILMEMBERS
FROM: Wendy Oldham, Planning Director
DATE: July 20, 2026
RE: Approval of Acquisition of Plotter/Printer

Attached please find the plotter/printer/scanner that was previously approved in the budget for the Planning Department. This includes the following:

Printer/plotter/scanner	\$6,899.00
A 4 (four) year warranty	\$ 249.00
1 set of replacement ink cartridges	\$ 242.92
1 ream of 12" x 18" paper	\$ 29.97
4 rolls of wide format paper	\$ 89.59
Subtotal	\$7,511.47
Tax	\$ 507.02
Toral	\$8,018.49

These prices are subject to change based on product availability. This is different from the original approval in the budget, as I deleted 1 pack of ink cartridges and 1 pack of 12" x 18" paper, due to the increase in some of the prices and tax. Please keep in mind that the tax will be refunded as determined by the Finance Director.

ATTACHMENTS:

- Copy of original wish list with prices
- Copy of current prices through Amazon, as of 7-9-2026

ACTION REQUESTED:

Please approve the purchase of the above items for the Planning Department, allowing for some price fluctuation.

2026-2027 Budget Wish List
Planning Department

HP T850 36 in. Multi-Function Plotter/Printer/Scanner

CDW	\$7,069.00
HP	\$7,069.00
ARC	\$7,069.00
B&H	\$7,069.00
AMAZON	\$6,715.00

7,068.90

Amazon-Accessories

Ink Cartridges	268.99/set	\$537.98
Rolls of Paper	89.99/4 pack	\$89.99
12x18 paper	\$30.58/ream	\$61.16
4 yr Warranty on T850/Amazon		\$249.99

268.99 cut to 1
89.99
35.09 cut to 1

249.99

7,713.88

Total Requested \$7,654.12



Hammermill Printer Paper, Premium Color 28 lb Copy Paper, 12 x 18-100 Bright, Made in the USA, 106125R - 1 Ream (500 Sheets)

In Stock

Shipped from: MyOfficeInnovations/Maples, Inc.

prime Tomorrow

FREE delivery Tomorrow, Jul 10. Order within 1 hr 58 mins

FREE Returns

Forestry practices

Style: 12x18

Size: 1 Ream / 500 Sheets

Buy 2, save 5%

1

Buying in bulk?

Delete

Save for later

Share

~~\$29~~

(\$1.59 / 100 Sheets)

Typical price: ~~\$40000~~

Savings: **\$0.61 (2%)**

Business Price

frequently bought together

Hammermill Printer Paper, 20 Lb Copy Paper, 11 x 17 - 1 Ream (500 Sheets) - 92 Bright, Made in the USA, 1...

\$17.99

Add to Cart



VOISEN Wide Format Paper, 4 Rolls Plotter Paper 36 in x 150 Ft, 20lb CAD Bond Rolls on 2" Core for CAD Printing on Wide Format Ink Jet Printers

In Stock

prime

FREE delivery Mon, Jul 13

FREE Returns

Style: 20lb / 4 Rolls

Size: 36 in x 150 Ft (2" Core)

Buy 2, save 3%

1

Buying in bulk?

Delete

Save for later

Share

~~\$59~~

(\$2,239.75 / 100 Sheets)

Business Price

Save 3% on 2 select item(s)

Shop items



AOTMENDI 738 Ink Cartridge 300ml HP 738 498N8A 676M6A 676M7A 676M8A Replacement for DesignJet T850 DesignJet T950 Large Format Printer (4-Pack, Black...)

Only 2 left in stock - order soon.

prime

FREE delivery Mon, Jul 13

FREE Returns

Style: 738 / 4 Pack

Size: 300ml

Buy 2, save 3%

1

Buying in bulk?

Delete

Save for later

Share

~~\$269~~

Saving

\$27 at checkout

Up to 30% off if you qualify

Shop items



ASURION 4 Year Office Equipment Protection Plan (\$4000 - \$9999.99)

In Stock

Shipped from: Asurion LLC

1

Buying in bulk?

Delete

Save for later

Share

~~\$249~~



HP DesignJet T850 Large Format 36-Inch Color Multi-Function Plotter Printer, Includes 2-Year Warranty Care Pack (2Y9H2H)

In Stock

Shipped from: Amazon

FREE delivery Fri, Jul 17

Style: 36-inch Multi-Function (Scan, Copy, Print)

1

Buying in bulk?

Delete

Save for later

Share

~~\$6,899~~

Government Price

Request for Council Action

Agenda Item 6(ii)

TO:	MAYOR FLETA BYRD AND TOWN COUNCILMEMBERS
FROM:	WENDY OLDHAM, CZO, PLANNING DIRECTOR
DATE:	JULY 20, 2026
RE:	REQUEST TO SCHEDULE A PUBLIC HEARING – PROPOSED FOOD TRUCK ORDINANCE

The Planning Board has requested that the Town Council adopt new regulations regarding food trucks in our jurisdiction. A public hearing must be held prior to considering adoption of the proposed Food Truck Ordinance amendments to the Unified Development Ordinance.

Please make a motion to call for a public hearing on Monday, August 17, 2026 at 6:30 p.m. at Wilson's Mills Town Hall Council Chambers at 4083 A Wilson's Mills Road, Wilson's Mills, NC.

Respectfully,

Wendy Oldham, CZO
Planning Director

ATTACHMENTS:

- Unified Development Ordinance Article 10.1.10 Food Trucks
- Food Truck Owner Consent Form

10.1.18 Food Trucks

A. Zoning Districts where additional standards below apply: See Article 8 – Table of Permitted Uses.

B. Standards:

1. Must be inspected and approved by the Johnston County Health Department prior to initial set up and at each location change
2. The maximum time permitted per permit shall be 90 consecutive days. If moving to a new location within Town jurisdiction during the 90 day time frame, 30 days notice must be given to the Planning department.
3. Must have a completed and signed Property Owner Letter of Consent prior to permit approval.
4. A zoning compliance permit with additional standards included must be issued by the Planning Department.
5. Property must be kept clean and left clean upon departure or the following fines will apply:
1st offense- \$500.00
2nd offense- \$1,000.00
3rd offense- \$1,500.00 with revocation of Permit and no future permits approved.
6. Property owners will be held accountable for the offense/fines described above should the permittee fail to pay the fines.
7. Traffic cannot be impacted by the placement of the food truck.
8. Tables may be place in front of food truck as long as there is ample parking and appropriate traffic flow
9. Fees will be listed on Town of Wilson's Mills Fee Schedule
10. These standards do not apply to Food Trucks participating in a Town sponsored event.



TOWN OF WILSON'S MILLS

4083 Wilson's Mills Road – P. O. Box 448 – Wilson's Mills, NC 27593

Voice: 919-938-3885 – Fax: 919-938-1121

Website: www.wilsonsmillsnc.org

PROPERTY OWNER CONSENT FORM FOR FOOD TRUCKS

I, _____, give permission for _____,
owner of _____ Food Truck, to set up their food truck on my
property at _____.

I am aware of the following standards that I will be responsible for should the permittee fail to comply:

10.1.18 Property must be kept clean and left clean upon departure or the following fines will apply to the permittee:

- 1st offense \$ 500.00
- 2nd offense \$1,000.00
- 3rd offense \$1,500.00 plus revocation of permit and no future permits for permittee

I understand that if the permittee does not pay the fines, I will be responsible for those fines.

Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Request for Council Action

Agenda Item 6c(iii-v)

TO: MAYOR FLETA BYRD AND TOWN COUNCILMEMBERS
FROM: Wendy Oldham, Planning Director
DATE: July 20, 2026
RE: Annexation of Parcel ID 05I05022A

On June 15, 2026, I received an application for annexation for Parcel ID: 05I05022A, which is Wilson's Mills Fire Department Station 3.

Please direct the Town Clerk to Investigate the petition for annexation and then call for a public hearing at your next meeting on August 17, 2026.

ATTACHMENTS:

- Resolution Directing the Clerk to Investigate a Petition Received Under G.S. 160A-31
- Certificate of Sufficiency
- Resolution Calling for Hearing
- Copy of Map for Parcel ID: 05I050225A

ACTION REQUESTED:

Please call a public hearing for August 17, 2026 at 6:30 p.m. at Wilson's Mills Town Hall Council Chambers at 4083 A Wilson's Mills Road, Wilson's Mills, NC.

ANNEXATION BY PETITION

Date: 6-15-26

To the Wilson's Mills Town Council of the Town of Wilson's Mills, Johnston County, North Carolina:

(1) We the undersigned owner(s) of real property respectfully request that the area described in paragraph 2 below be annexed to the Town of Wilson's Mills.

(2) The area to be annexed is contiguous to the Town of Wilson's Mills and the boundaries of such territory are as follows:

(Description will be attached or typed on the back of this page)

A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Wilson's Mills.

Name	Address	Signature
Ben Youngblood President	2024 Gordon Road Clayton	Ben Youngblood
Donald Strickland Secretary	2024 Gordon Rd Clayton	Donald Strickland

Received by the Town Clerk of the Town of Wilson's Mills this 15 day of June, 2026.

Emily Matthews, Town Clerk

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31**

WHEREAS, a petition requesting annexation of 1 parcel described in said petition was received by the Town Clerk; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Wilson's Mills deems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Wilson's Mills that:

The Town Clerk was hereby directed at the July 20, 2026 Council Meeting to investigate the sufficiency of the above-described petition and to certify at the August 2026 meeting to Town Council the result of her investigation.

DULY ADOPTED THE 20th DAY OF JULY 2026

FLETA A. BYRD, Mayor

ATTEST:

EMILY MATTHEWS, CMC, Town Clerk

CERTIFICATE OF SUFFICIENCY

To the Town Council of the Town of Wilson's Mills, North Carolina:

I, Emily Matthews, Town Clerk, do hereby certify that the petition has been investigated on my behalf and hereby make the following findings:

1. The petition contains an adequate property description of the area proposed for annexation.
2. The area described in the petition is not contiguous to the Town of Wilson's Mills corporate limits.
3. The petition is signed by and includes the signatures of all owners of real property owners lying in the area described therein.

In witness whereof, I hereunto set my hand and affixed the seal of Town of Wilson's Mills, this the 14th day of July, 2026.


Emily Matthews, Town Clerk

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

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

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

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Wilson's Mills, North Carolina that:

Section 1. A public hearing on the question of annexation of the satellite area described herein will be held at the Wilson's Mills Town Hall Council Chambers, 4083 A Wilson's Mills Road, Wilson's Mills, North Carolina, at 6:30 p.m. on August 17, 2026.

Section 2. The area proposed for annexation is described as follows and can be identified as Parcel ID: 05I05022A:

BEGINNING at a rebar set in the northern right-of-way line of Gordon Road and runs thence North 07 degrees 11 minutes 12 seconds East 285.00 feet to a new rebar; thence, running North 10 degrees 50 minutes 54 seconds West 245.65 feet to a new rebar set in the southern right-of-way line of GLP One Way; thence, running along the southern right-of-way line of GLP One Way the following courses and distances: North 67 degrees 22 minutes 29 seconds East 140.00 to a NC Department of Transportation monument, along a curve having a radius of 1190.00 feet, arc length 81.99 feet, chord bearing North 68 degrees 20 minutes 23 seconds East 81.97 feet, and North 64 degrees 07 minutes 54 seconds East 168.00 feet to a new rebar; thence, running South 16 degrees 03 minutes 33 seconds East 754.60 feet to a rebar set in the northern right-of-way line of Gordon Road; thence running along the northern right-of-way line of Gordon Road the following courses and distances: North 86 degrees 25 minutes 19 seconds West 262.00 feet, along a curve having a radius of 3000.00 feet, arc length 113.76 feet, chord bearing North 85 degrees 19 minutes 54 seconds West 113.75 feet and North 84 degrees 14 minutes 58 seconds West 180.79 feet to the point and place of BEGINNING and containing 6.436 acres, excluding the highway right-of-way, more or less, and recorded in Plat Book 92, Page 416, Johnston County Registry.

The property described hereon is subject to all easements, rights-of-way and restrictions of record.

Section 3. Notice of the public hearing shall be published once in the Johnstonian News, a newspaper having general circulation in the Town of Wilson's Mills, at least ten (10) days prior to the date of the public hearing.

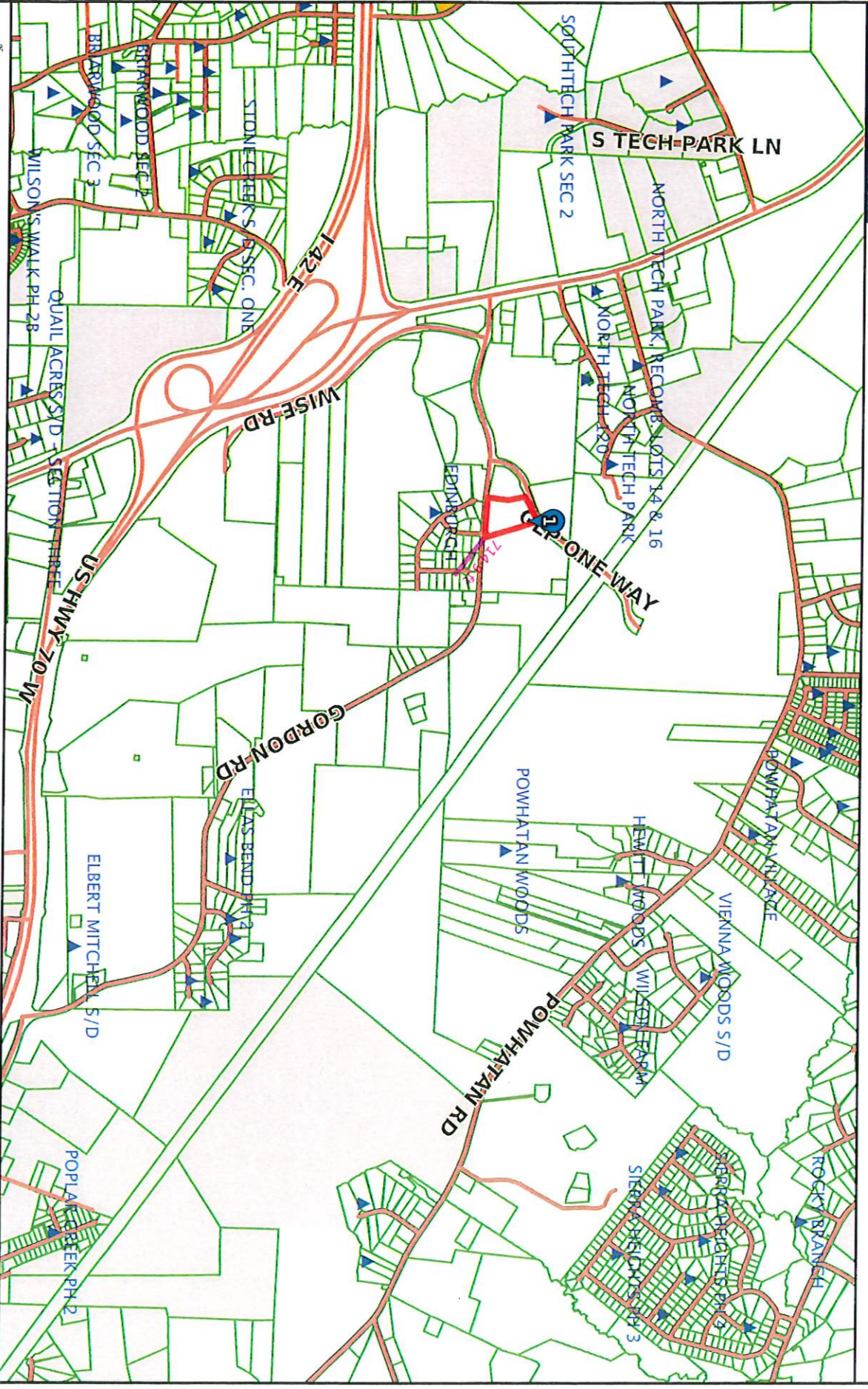
DULY ADOPTED THIS THE 20th DAY OF JULY 2026.

FLETA A. BYRD, Mayor

ATTEST:

EMILY MATTHEWS, CMC Town Clerk

*** DISCLAIMER ***
Johnston County assumes no legal responsibility for the information represented here.



Scale: 1:23028 - 1 in. = 1919.04 feet

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)

Request for Council Action

Agenda Item 6d(i)

TO: MAYOR FLETA BYRD AND TOWN COUNCILMEMBERS
FROM: A.Z. WILLIAMS, CHIEF OF POLICE
DATE: JULY 20, 2026
RE: AXON CONTRACT

Attached for your consideration is a contract with Axon Enterprises Inc. regarding a 5-year agreement to provide body camera equipment and services to the Wilson's Mills Police Department.

ATTACHMENTS:

Eight (8) page Axon contract detailing product and services.

ACTION REQUESTED:

Approve or deny moving forward with the Axon contract.



Outlook

Re: AXON Project Approval Confirmation:

From Christopher Cleary <ccleary@axon.com>

Date Tue 6/16/2026 1:34 PM

To Matthew Peedin <mpeedin@WILSONSMILLSNC.ORG>

 1 attachment (110 KB)

(FINALQUOTE)- Wilsons Mills PD (NC) - (14) AB4 Starter Plan.pdf;

Be Advised: This email originated from outside of the Town of Wilson's Mills, NC

Great to hear!

Next steps are simple here. Please have the Chief or whomever is signing the quote/contract that I've attached here again.

REMINDER: Signing today does not mean you're being invoiced for anything. It allows our team to process the contract on our end and begin prepping for shipment. Your year-1 invoice will not be sent to your agency until 8/1/2026. From there you have 30 days to pay the invoice after it's sent in August.

Let me know if you have any further questions.

Best,

Christopher M. Cleary
Inside Sales Representative

Phone #: (617) 812-1464

Customer Support Team:

- 1-800-978-2737 (opt. 4)

- support@axon.com



Q-872685-46190CC

Issued: 06/17/2026

Quote Expiration: 06/26/2026

Estimated Contract Start Date: 09/01/2026

Account Number: 188142

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Wilson's Mills Police Department - NC 10100 Buffalo Rd Clayton, NC 27527-9013 USA	Wilson's Mills Police Department - NC 100 RAILROAD ST WILSONS MILLS NC 27593 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Christopher Cleary Phone: (617) 812-1464 Email: ccleary@axon.com Fax:	AZ Williams Phone: 9199383885 Email: chief@wilsonsmillsnc.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$59,372.20
ESTIMATED TOTAL W/ TAX	\$61,179.42

Discount Summary

Average Savings Per Year	\$8,889.08
TOTAL SAVINGS	\$44,445.38

Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	\$11,874.44	\$361.45	\$12,235.89
Aug 2027	\$11,874.44	\$361.45	\$12,235.89
Aug 2028	\$11,874.44	\$361.45	\$12,235.89
Aug 2029	\$11,874.44	\$361.45	\$12,235.89
Aug 2030	\$11,874.44	\$361.42	\$12,235.86
Total	\$59,372.20	\$1,807.22	\$61,179.42

Quote Unbundled Price: \$103,817.20
 Quote List Price: \$59,381.20
 Quote Subtotal: \$59,372.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
B00102	AXON BODY CAMERA STARTER PLAN	14	60	\$112.48	\$59.58	\$59.58	\$50,047.20	\$1,807.22	\$51,854.42
A la Carte Software									
Basic License Bundle		4	60		\$16.27	\$16.25	\$3,900.00	\$0.00	\$3,900.00
Pro License Bundle		1	60		\$48.82	\$48.75	\$2,925.00	\$0.00	\$2,925.00
A la Carte Services									
102531	PSO Virtual	1	1		\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
Total							\$59,372.20	\$1,807.22	\$61,179.42

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AXON BODY CAMERA STARTER PLAN	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	14	1	09/01/2026
AXON BODY CAMERA STARTER PLAN	100206	AXON BODY 4 - 8 BAY DOCK	2	1	09/01/2026
AXON BODY CAMERA STARTER PLAN	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	16	1	09/01/2026
AXON BODY CAMERA STARTER PLAN	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	16	1	09/01/2026
AXON BODY CAMERA STARTER PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	09/01/2026
AXON BODY CAMERA STARTER PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	09/01/2026
AXON BODY CAMERA STARTER PLAN	71026	AXON BODY - MOUNT - MAGNET FLEXIBLE REINFORCED RAPIDLOCK	16	1	09/01/2026
AXON BODY CAMERA STARTER PLAN	73309	AXON BODY - TAP REFRESH 1 - CAMERA	14	1	03/01/2029
AXON BODY CAMERA STARTER PLAN	73889	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	03/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON BODY CAMERA STARTER PLAN	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	14	09/01/2026	08/31/2031
AXON BODY CAMERA STARTER PLAN	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	09/01/2026	08/31/2031
AXON BODY CAMERA STARTER PLAN	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	14	09/01/2026	08/31/2031
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	4	09/01/2026	08/31/2031
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	4	09/01/2026	08/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	09/01/2026	08/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	09/01/2026	08/31/2031

Services

Bundle	Item	Description	QTY
A la Carte	102531	PSO Virtual	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON BODY CAMERA STARTER PLAN	80464	AXON BODY - TAP WARRANTY - CAMERA	14	09/01/2027	08/31/2031
AXON BODY CAMERA STARTER PLAN	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	09/01/2027	08/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	10100 Buffalo Rd	Clayton	NC	27527-9013	USA

Payment Details

Aug 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 1	102531	PSO Virtual	1	\$500.00	\$500.00
Year 1	B00102	AXON BODY CAMERA STARTER PLAN	14	\$10,009.44	\$10,370.89
Year 1	Basic License	Basic License Bundle	4	\$780.00	\$780.00
Year 1	Pro License	Pro License Bundle	1	\$585.00	\$585.00
Total				\$11,874.44	\$12,235.89

Aug 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 2	102531	PSO Virtual	1	\$500.00	\$500.00
Year 2	B00102	AXON BODY CAMERA STARTER PLAN	14	\$10,009.44	\$10,370.89
Year 2	Basic License	Basic License Bundle	4	\$780.00	\$780.00
Year 2	Pro License	Pro License Bundle	1	\$585.00	\$585.00
Total				\$11,874.44	\$12,235.89

Aug 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 3	102531	PSO Virtual	1	\$500.00	\$500.00
Year 3	B00102	AXON BODY CAMERA STARTER PLAN	14	\$10,009.44	\$10,370.89
Year 3	Basic License	Basic License Bundle	4	\$780.00	\$780.00
Year 3	Pro License	Pro License Bundle	1	\$585.00	\$585.00
Total				\$11,874.44	\$12,235.89

Aug 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 4	102531	PSO Virtual	1	\$500.00	\$500.00
Year 4	B00102	AXON BODY CAMERA STARTER PLAN	14	\$10,009.44	\$10,370.89
Year 4	Basic License	Basic License Bundle	4	\$780.00	\$780.00
Year 4	Pro License	Pro License Bundle	1	\$585.00	\$585.00
Total				\$11,874.44	\$12,235.89

Aug 2030					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 5	102531	PSO Virtual	1	\$500.00	\$500.00
Year 5	B00102	AXON BODY CAMERA STARTER PLAN	14	\$10,009.44	\$10,370.86
Year 5	Basic License	Basic License Bundle	4	\$780.00	\$780.00
Year 5	Pro License	Pro License Bundle	1	\$585.00	\$585.00
Total				\$11,874.44	\$12,235.86

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature	Date Signed
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6/17/2026



Request for Council Action

Agenda Item 6d(ii)

TO: MAYOR FLETA BYRD AND TOWN COUNCILMEMBERS
FROM: A.Z. WILLIAMS, CHIEF OF POLICE
DATE: JULY 20, 2026
RE: VEHICLE PURCHASE

Attached for your consideration is an invoice for one (1) 2026 4-door pursuit rated Chevrolet Tahoe, white in color for the Wilson's Mills Police Department. Only one of the two vehicles originally requested will be acquired.

ATTACHMENTS:

One (1) page invoice (Bill of Sale) for the vehicle

ACTION REQUESTED:

Approve or deny moving forward with the vehicle purchase.

CAR DEAL NO

TR341715


Deacon Jones
 AUTO GROUP

www.speakindeacon.com

07/01/26

TOWN OF WILSONS MILLS

PURCHASER'S NAME

100 RAILROAD STREET

WILSONS MILLS, NC 27593

(919)218-6922

(919)938-3885

RES PHONE

BUS PHONE

EMAIL ADDRESS

TITLE _____

IN _____

NAME OF _____

RETAIL ORDER FOR A MOTOR VEHICLE
DEACON JONES AUTO PARK, INC.

1115 N Brightleaf Blvd

Smithfield, NC 27577

(919)934-8101

0000792

PLEASE ENTER MY ORDER FOR THE FOLLOWING

☒ NEW OR ☐ USED OR ☐ DEMO ☐ CAR OR ☐ TRUCK				MSRP/SALES PRICE		57,495.00
YEAR 2026	MAKE CHEVROLET	MODEL TAHOE	TYPE 4WD 4DR COM	XXXXXXXXXX N/A		N/A
COLOR WHITE	SERIAL NO 1GNS6UEDXTR341715			XXXXXXXXXX N/A		N/A
STOCK NO C160460	SALESMAN NAME AND NO. ROGER WOOD		MILES 5	Nitrogen Program		N/A
DESCRIPTION OF TRADE IN				N/A		N/A
YEAR N/A	MAKE N/A	MODEL N/A		State Inspec Fee		NEW 13.60 / USED 30.00 N/A
TYPE N/A	SERIAL NO N/A			N/A		N/A
COLOR N/A	TRIM N/A	TITLE NO. N/A		N/A		N/A
Mileage: N/A Tag No: N/A				N/A		N/A
You will be allowed a credit of \$ N/A on the above described trade in LESS NET PAYOFF OF ALL LIENS AGAINST IT, which you represent to be \$ N/A, payable to N/A. If the payoff figure differs, the allowance will be adjusted. Using your figures the:				N/A		N/A
1. NET ALLOWANCE ON TRADE IN IS				N/A		N/A
2. CASH DOWN PAYMENT:				N/A		N/A
3. TOTAL REBATE:				N/A		N/A
				3% N.C. HIGHWAY USE TAX		N/A
				TITLE AND LICENSE		N/A
				Notary Dealer Handling		N/A
				TOTAL CASH PRICE DELIVERED		57,495.00
TOTAL CASH DOWN PAYMENT				0.00	CASH DOWN PAYMENT	N/A
TOTAL CREDIT				0.00	CASH ON DELIVERY	N/A
				TRADE IN		N/A
				LESS BALANCE OWING		N/A
				TOTAL DOWN PAYMENT (CREDITS)		0.00
				BALANCE DUE		57,495.00

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED MANAGER AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser, by his execution of this Order, certifies that he is of legal age to execute binding contracts in this State and acknowledges that he has read its terms and conditions.

Upon Acceptance, Any Deposit Becomes Non-Returnable

TOWN OF WILSONS MILLS

BY: X

07/01/26

PURCHASER SIGNATURE

DATE

ACCEPTED BY

DEALER OR HIS AUTHORIZED MANAGER

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

X _____

Request for Council Action

Agenda Item 6d(iii)

TO: MAYOR FLETA BYRD AND TOWN COUNCILMEMBERS
FROM: A.Z. WILLIAMS, CHIEF OF POLICE
DATE: JULY 20, 2026
RE: REDSPEED

Attached for your consideration is an informational brochure regarding RedSpeed, a national public safety company focused on school safety via automated camera enforcement of school zones (Wilson's Mills Elementary and Wilson's Mills High School). The company presented recently at CityVision in Raleigh and at the annual NC Association of Chief's of Police Conference in Cherokee, NC.

Sergeant M. Peedin attended a RedSpeed meeting on May 7th for area law enforcement and is WMPD's designated point person regarding this free program.

ATTACHMENTS:

- Three (3) page color brochure
- Ordinance Authorizing the Civil Enforcement of School-Zone Speed Limits by Means of Electronic Speed Measuring Systems
- Intergovernmental Cost-Sharing and Reimbursement Agreement
- Professional Services Agreement

ACTION REQUESTED:

Approve or deny moving forward with RedSpeed.

RedSpeed®

SB391



RedSpeed's Industry-leading Photo Enforcement Solution

RedSpeed is pleased to pioneer safety programs under the new SB391. Together, we can achieve the following:

Up to

90%

Reduction in School
Zone Speeding



New Funding for
Schools



Provide incidental
crime fighting tools



CS / CS / SB 391

A Bi-Partisan Public Safety Solution

North Carolina communities have a new tool to protect our children with a groundbreaking and bipartisan new law, SB391 which provides for **automated enforcement of school zones when children are present**. This new statewide law offers North Carolina communities a **simple, effective, and inexpensive** way to **protect our students**.



Effective Date

October 1, 2025



Notice Requirements

Advance warning signs required



Time of enforcement

Only during posted school zone times (with advance signage)



Due Process

Right to nonjudicial hearing with district court appeal



Speed Threshold

Any speed exceeding posted school zone limit



Revenue Distribution

To be determined by local agreement among city / school / LEAs



Citation Amount

\$250 (plus possible \$50 late fee)



Vehicle Owner Responsibility

Owner unless affidavit proves another was in control



Citation Type

Non-criminal, no points



DMV Involvement

DMV may refuse vehicle registration for unpaid penalties.

Turn-Key School Zone Speed Photo Enforcement Solution

Funds collected through school zone enforcement can reimburse local agencies for program costs, officer review, and administrative support. By law, the remaining proceeds are returned to local public schools — delivering benefits to public safety and education.

- **LED IR Illumination**
No distracting flash
- **ALPR**
Built-in Amber Alert
- **Color HD Video Day / Night**
- **Radar or LiDAR Speed Detection**
- **Remote Video Archive Retrieval**
- **Live Video Streaming**
- **Proven to Capture**
50% More Violations
- **Traffic and Speed Reports**
- **Single Pole Installation**



Site Selection and Analysis

Speed study of each location, accident damage analysis, engineering feasibility study



Violation Processing

Initial violation screening based on municipal rules, registered owner name / address retrieval and verification for all 50 states, printing and mailing



Camera Installation

Permit acquisition including local and state bodies, installation coordination between civil contractors and municipality



Web-Enabled Tools

All software is web-based



Payment Processing

Lockbox, online, phone and in-person payment processing of credit cards, checks and cash



Multilingual Call Center

can process payments, schedule hearings and respond to general questions.



Adjudication Support

Full municipal adjudication support options

**AN ORDINANCE OF THE TOWN OF WILSON'S MILLS, NORTH
CAROLINA, AUTHORIZING THE CIVIL ENFORCEMENT OF SCHOOL-
ZONE SPEED LIMITS BY MEANS OF ELECTRONIC SPEED-MEASURING
SYSTEMS PURSUANT TO N.C. GEN. STAT. § 160A-300.4**

WHEREAS, the General Assembly of North Carolina enacted Session Law 2025-47 (Senate Bill 391), effective October 1, 2025, which added new G.S. §160A-300.4 authorizing municipalities to adopt ordinances for the civil enforcement of G.S. 20-141.1 by means of an electronic speed-measuring system; and

WHEREAS, the Town Council finds that excessive speed in school zones creates an unreasonable risk of injury or death to students, pedestrians, and other users of the public rights-of-way; and

WHEREAS, the Town Council finds that automated electronic speed-measuring systems, when used in conjunction with sworn law-enforcement review, are an effective tool to reduce speeds and improve safety in posted school zones; and

WHEREAS, the Town Council intends that this Ordinance and the program authorized hereunder be administered consistent with Article IX, Section 7 of the North Carolina Constitution, G.S. §115C-437, and *Fearrington v. City of Greenville*, 386 N.C. 38, 900 S.E.2d 851 (2024);

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WILSON'S MILLS, NORTH CAROLINA:

Section 1. Title.

This Ordinance shall be known as the "Town School Zone Speed Safety Ordinance."

Section 2. Purpose and Authority.

This Ordinance is adopted pursuant to G.S. §160A-300.4 to provide for the civil enforcement of G.S. 20-141.1 by means of an electronic speed-measuring system within the Town's posted school zones.

Section 3. Definitions.

For purposes of this Ordinance, the following terms shall have the meanings given in G.S. §160A-300.4(a) and as further defined herein:

"Electronic Speed-Measuring System" or "System" means a mobile or fixed device consisting of an automated traffic camera and sensor capable of measuring speed and producing one or more digital photographs of a motor vehicle violating a posted speed limit, which has been approved, calibrated, and tested for accuracy in accordance with G.S. §8-50.4.

"School Zone" means a zone identified in Exhibit 1 to this Ordinance, in which a reduced speed limit is in effect pursuant to G.S. 20-141.1 during posted school hours.

"Program" means the school-zone civil speed-enforcement program established by this Ordinance.

"Program Administrator" means the Town officer or employee, or the contracted vendor acting as agent of the Town, designated by the Town Manager to administer the Program.

Section 4. Program Established; Locations.

There is hereby established a civil school-zone speed-enforcement Program. The Program may operate Electronic Speed-Measuring Systems at the School Zone locations identified in Exhibit 1 to this Ordinance. The Town Manager is authorized to add, relocate, or remove System locations upon consultation with the Law Enforcement Agency and the Board of Education, provided that any new location must be within a posted School Zone.

Section 5. Hours of Enforcement.

The Program shall enforce the reduced School Zone speed limit under G.S. 20-141.1 only during the posted School Zone hours for each applicable location. A schedule of posted School Zone hours for each location is set forth in Exhibit 2 to this Ordinance and shall be maintained and updated by the Town Manager in coordination with the Board of Education. No civil penalty shall be assessed under this Ordinance for a recorded speed measurement taken outside of posted School Zone hours.

Section 6. Signage.

Each Electronic Speed-Measuring System installed or in use on a street or highway shall be identified by appropriate advance warning signs conspicuously posted not more than 1,000 feet from the location of the System, in compliance with G.S. §160A-300.4(c) and G.S. §136-30. Any System installed on Department of Transportation right-of-way shall be approved by the North Carolina Department of Transportation.

Section 7. Civil Violation; Owner Liability.

(a) It shall be a civil violation of this Ordinance for the owner of a motor vehicle to permit the vehicle to be operated within a posted School Zone at a speed exceeding the posted School Zone speed limit in effect under G.S. 20-141.1, as recorded by an Electronic Speed-Measuring System.

(b) The owner of the vehicle shall be responsible for the civil violation unless the owner can furnish evidence that the vehicle was, at the time of the violation, in the care, custody, or control of another person. The owner shall not be responsible for the violation if the owner furnishes, within 30 days after notification of the violation, either:

- (1) An affidavit stating the name and address of the person or company who leased, rented, or otherwise had the care, custody, or control of the vehicle at the time of the violation; or
- (2) An affidavit stating that the vehicle involved was, at the time of the violation, stolen or in the care, custody, or control of some person who did not have permission of the owner to use the vehicle.

(c) If the owner provides an affidavit under subsection (b)(1), the identified person or company may be issued a citation complying with Section 9 of this Ordinance.

Section 8. Civil Penalty; No Points.

A violation of this Ordinance is a non-criminal civil violation for which a civil penalty of two hundred fifty dollars (\$250.00) shall be assessed. No points authorized by G.S. §20-16(c) or G.S. §58-36-65 shall be assessed against the owner or driver of the vehicle. A violation detected by an Electronic Speed-Measuring System and enforced under this Ordinance shall not constitute an infraction under G.S. 20-141.1 or G.S. 20-176.

Section 9. Citation.

Notification of a violation shall be given in the form of a citation issued to the owner of the vehicle no more than 60 days after the date of the violation. The citation shall contain all of the following:

- a. The recorded image of the vehicle speeding.
- b. The vehicle registration number and state of issuance.
- c. The date, time, and location of the violation.
- d. The recorded speed.
- e. A copy of a certificate sworn to or affirmed by a sworn law enforcement officer authorized to enforce the speed limit in the applicable School Zone, stating that, based upon inspection of photographically recorded images, the owner's vehicle was operated in violation of G.S. 20-141.1.
- f. The process for paying the civil penalty or contesting responsibility for the violation.

The citation shall be processed by officials or agents of the Town and shall be served by any method permitted for service of process pursuant to G.S. 1A-1, Rule 4 of the North Carolina Rules of Civil Procedure, or by first-class mail to the address of the registered owner of the vehicle.

Section 10. Late Penalty; Waiver of Contest.

If the owner fails to pay the civil penalty or to respond to the citation within 30 days of receiving the citation, the owner waives the right to contest responsibility for the violation and is subject to an additional penalty of fifty dollars (\$50.00). The Town may recover the penalties by civil action in the nature of debt.

Section 11. Administrative Hearing Process.

(a) A person who receives a citation under this Ordinance may contest responsibility for the violation by filing a written request for a hearing with the Program Administrator within 30 days of receiving the citation.

(b) The Town Manager shall establish and maintain a nonjudicial administrative hearing process to review contested citations. The hearing officer shall be a Town employee or contracted hearing officer who is not a law-enforcement officer and who did not participate in the approval of the contested citation.

(c) If the decision is adverse to the person contesting the citation, the decision shall contain instructions explaining the manner and the time within which the decision may be appealed. A person may appeal the decision to the district court in the county where the violation occurred within 30 days of notification of a final decision by the Town. Enforcement of an adverse decision shall be stayed pending the outcome of a timely appeal.

Section 12. DMV Registration Hold.

If the registered owner of a motor vehicle who receives a citation fails to pay a penalty imposed under this Ordinance when due, the Town shall notify the North Carolina Division of Motor Vehicles pursuant to G.S. §20-54(14) and §160A-300.4(d)(6), which shall refuse to register the motor vehicle until the penalty is paid. The Town Manager is directed to establish procedures for providing such notice.

Section 13. Cost-Sharing Agreement Authorized.

The Town Manager is authorized to negotiate and, subject to approval by the Town Council, execute an Intergovernmental Cost-Sharing and Reimbursement Agreement with the Johnston County Board of Education and the Wilson's Mills Police Department pursuant to G.S. §160A-300.4(e). The Cost-Sharing

Agreement shall provide that the clear proceeds of civil penalties collected under the Program are remitted to the Board of Education consistent with Article IX, Section 7 of the North Carolina Constitution and G.S. §115C-437, and that reimbursement of Program costs (including vendor fees characterized as costs of collection) is made from collected revenue in accordance with *Fearrington v. City of Greenville*, 386 N.C. 38, 900 S.E.2d 851 (2024).

Section 14. Vendor Authorization.

The Town Manager is authorized to contract with a qualified vendor to install, operate, and maintain the Electronic Speed-Measuring Systems and to perform administrative processing of citations, subject to the approval of the Town Council. Any such vendor shall act as an agent of the Town and shall have no discretion to determine whether a citation shall issue; the decision to issue any citation shall be made solely by a sworn law-enforcement officer.

Section 15. Severability.

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 16. Effective Date.

This Ordinance shall become effective on _____, 20__, provided that no citation shall be issued under this Ordinance until: (a) the Town has executed an agreement with a qualified vendor, (b) the Cost-Sharing Agreement authorized in Section 13 has been executed and is in effect, and (c) each System location has been operational for a warning period of no less than thirty (30) days, during which warning notices (rather than citations carrying civil penalties) shall be issued.

ADOPTED this ____ day of _____, 20__.

[Mayor], Town of Wilson's Mills

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT 1 — SCHOOL ZONE LOCATIONS

The Electronic Speed-Measuring System may be deployed at the following School Zone locations:

[LOCALITY TO FILL IN]

1.School Name: _____

Address: _____

Street/Roadway: _____

Approach/Direction: _____

Posted School-Zone Speed Limit: _____ mph

Average Daily Traffic (ADT): _____

2.School Name: _____

Address: _____

Street/Roadway: _____

Approach/Direction: _____

Posted School-Zone Speed Limit: _____ mph

Average Daily Traffic (ADT): _____

[Add additional rows as needed]

EXHIBIT 2 — POSTED SCHOOL ZONE HOURS

The posted School Zone hours during which the reduced speed limit under G.S. 20-141.1 is in effect, and during which citations may be issued under this Ordinance, are as follows:

[LOCALITY TO FILL IN — coordinate with Board of Education]

Location 1: _____

Regular School Days: _____ AM to _____ AM; _____ PM to _____ PM

Early-Release Days: _____ AM to _____ AM; _____ PM to _____ PM

School Calendar: [attach or reference _____ County Schools academic calendar]

Location 2: _____

Regular School Days: _____ AM to _____ AM; _____ PM to _____ PM

Early-Release Days: _____ AM to _____ AM; _____ PM to _____ PM

School Calendar: [attach or reference _____ County Schools academic calendar]

[Add additional locations as needed]

INTERGOVERNMENTAL COST-SHARING AND REIMBURSEMENT AGREEMENT

(School Zone Speed-Enforcement Program — G.S. § 160A-300.4(e))

This INTERGOVERNMENTAL COST-SHARING AND REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 20__ (the "Effective Date"), by and among:

The TOWN OF WILSON'S MILLS, a North Carolina municipal corporation (the "Town");

The JOHNSTON COUNTY BOARD OF EDUCATION, a local board of education under Chapter 115C of the North Carolina General Statutes (the "Board"); and

The WILSON'S MILLS POLICE DEPARTMENT, the law enforcement agency providing enforcement services within the Town (the "Law Enforcement Agency").

(each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, G.S. §160A-300.4 authorizes the Town to adopt ordinances for the civil enforcement of G.S. 20-141.1 by means of an electronic speed-measuring system in posted school zones; and

WHEREAS, G.S. §160A-300.4(e) expressly authorizes the Town, the Board, and the Law Enforcement Agency to enter into a local agreement pursuant to Part 1 of Article 20 of Chapter 160A of the General Statutes that is necessary and proper to effectuate the purpose of the statute, including provisions on cost-sharing and reimbursement; and

WHEREAS, the Town has adopted an Ordinance (the "Ordinance") authorizing a school-zone speed-enforcement program (the "Program"), and has entered into a Professional Services Agreement with RedSpeed North Carolina, LLC (the "Vendor Agreement") for the provision, operation, and administrative processing of the program; and

WHEREAS, the Parties intend to structure the flow of funds and cost-sharing under the Program consistent with Article IX, Section 7 of the North Carolina Constitution, G.S. §115C-437, and the North Carolina Supreme Court's decision in *Fearrington v. City of Greenville*, 386 N.C. 38, 900 S.E.2d 851 (2024), such that the "clear proceeds" of civil penalties are remitted to the Board and all reimbursements to the Town represent actual "costs of collection";

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

1. Definitions.

Terms not otherwise defined herein shall have the meanings given in the Ordinance and the Vendor Agreement. As used herein:

"Clear Proceeds" means the gross civil penalties collected under the Program, less the actual Costs of Collection, consistent with G.S. §115C-437 as interpreted in *Fearrington*.

"Costs of Collection" means the administrative and ministerial costs of recouping civil penalties under the Program, including Vendor fees for image capture, processing, printing, mailing, and database access; payment processing and lockbox fees; postage; administrative hearing officer compensation; and other non-enforcement administrative expenses, but excluding any costs of law-enforcement investigation, prosecution, or adjudication.

"Gross Penalty Revenue" means all civil penalties (including late penalties under §160A-300.4(d)(4)) collected under the Program in a given period.

"Program Trust Account" means the demand deposit account titled "RedSpeed North Carolina LLC as agent for the Town of Wilson's Mills" established under the Vendor Agreement.

2. Purpose of this Agreement.

This Agreement establishes the cost-sharing, reimbursement, and flow-of-funds arrangements among the Parties necessary and proper to effectuate the Program pursuant to G.S. §160A-300.4(e).

3. Flow of Funds.

- 3.1 Collection. The Vendor shall cause all Gross Penalty Revenue to be deposited into the Program Trust Account.
- 3.2 Monthly Remittance to the Board. On or about the 15th day of each calendar month, one hundred percent (100%) of the Gross Penalty Revenue collected during the preceding calendar month shall be transferred from the Program Trust Account to the Board's designated bank account.
- 3.3 Town Invoice. On or about the 20th day of each calendar month, the Town shall deliver to the Board an invoice documenting the Town's Costs of Collection for the preceding calendar month, including Vendor fees paid or payable under the Vendor Agreement, accompanied by reasonable supporting documentation.
- 3.4 Board Reimbursement. Within twenty (20) days of receipt of a conforming invoice, the Board shall reimburse the Town in the amount invoiced, subject to the cap in Section 4 and the backstop in Section 5.

4. Cost-of-Collection Cap.

In no event shall the aggregate Costs of Collection reimbursed to the Town under Section 3.4 in any calendar month exceed thirty percent (30%) of the Gross Penalty Revenue collected for that month. The Parties acknowledge that this cap is designed to assure that the Board retains, as Clear Proceeds, no less than seventy percent (70%) of Gross Penalty Revenue, consistent with Article IX, Section 7 of the North Carolina Constitution and G.S. §115C-437 as construed in *Farrington*.

5. Backstop.

Notwithstanding anything in this Agreement to the contrary, the Board shall not be required to reimburse the Town for Costs of Collection in excess of Gross Penalty Revenue actually received by the Board for the period invoiced. Any shortfall shall be carried forward and reimbursed from future Gross Penalty Revenue, subject to the cap in Section 4.

6. Characterization of Expenses.

The Parties represent and warrant to one another that: (a) all amounts reimbursed under this Agreement are Costs of Collection and are not enforcement costs; (b) the Vendor's fees compensate only for ministerial, administrative, and automated functions of image capture, processing, and collection; and (c) no portion of

reimbursed amounts compensates the Law Enforcement Agency for the investigative, discretionary, or sovereign law-enforcement functions of its sworn officers. The time spent by sworn law-enforcement officers reviewing and approving citations is an administrative and ministerial function related to collection, as contemplated by *Fearrington*, 900 S.E.2d at 868.

7. Use of Funds by the Board.

Clear Proceeds retained by the Board under this Agreement shall be used exclusively for maintaining free public schools, consistent with Article IX, Section 7 of the North Carolina Constitution.

8. Annual Reconciliation.

Within sixty (60) days after the end of each fiscal year, the Town shall provide to the Board and the Law Enforcement Agency an annual reconciliation of all Gross Penalty Revenue, remittances, invoices, and reimbursements under this Agreement, together with reasonable supporting documentation. The Board shall have the right to audit these records upon reasonable notice.

9. Role of the Law Enforcement Agency.

The Law Enforcement Agency shall designate one or more sworn law-enforcement officers authorized to review and approve citations issued under the Program, consistent with G.S. §160A-300.4(d)(3)(e). The Law Enforcement Agency shall not receive any direct compensation from Gross Penalty Revenue under this Agreement; the compensation of officers performing citation-review duties shall be administered through the Town's normal payroll process and shall be subject to reimbursement as a Cost of Collection only to the extent such time is administrative and ministerial in nature.

10. Term and Termination.

This Agreement shall become effective on the Effective Date and shall continue for so long as the Vendor Agreement remains in effect, unless earlier terminated. Any Party may terminate this Agreement for convenience upon sixty (60) days' prior written notice to the other Parties. Termination of this Agreement shall also terminate the Town's authority to operate the Program under the Ordinance unless the Parties enter into a replacement cost-sharing agreement.

11. Interlocal Authority.

This Agreement is entered into pursuant to G.S. §160A-300.4(e) and Part 1 of Article 20 of Chapter 160A of the General Statutes. Each Party represents that it has the authority to enter into this Agreement and that this Agreement has been duly authorized by its governing body.

12. Governing Law; Venue.

This Agreement shall be governed by the laws of the State of North Carolina. Venue for any dispute shall lie in the courts of Johnston County, North Carolina.

13. Notices.

All notices under this Agreement shall be in writing and delivered to the addresses set forth on the signature page.

14. Amendment; Entire Agreement.

This Agreement may be amended only by written instrument executed by all Parties. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof.

15. Severability.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF WILSON'S MILLS

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Pre-audit certificate (G.S. §159-28):

Town Finance Officer

JOHNSTON COUNTY BOARD OF EDUCATION

By: _____

Name: _____

Title: Chair, Board of Education

Date: _____

Address: _____

WILSON'S MILLS POLICE DEPARTMENT

By: _____

Name: _____

Title: Chief of Police

Date: _____

Address: _____

PROFESSIONAL SERVICES AGREEMENT

(North Carolina School Zone Speed Enforcement)

July _____, 2026

This AGREEMENT (the "Agreement") is made this _____ (the "Commencement Date") between RedSpeed North Carolina, LLC, a North Carolina limited liability company authorized to do business in the State of North Carolina (herein "REDSPEED"), with its principal place of business at 450 Eisenhower Lane North, Lombard, IL 60148, and the Town of Wilson's Mills, a municipal corporation of the State of North Carolina (herein "GOVERNING BODY"), with principal offices at 4083 Wilson's Mills Road, Wilson's Mills, NC 27577.

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Electronic Speed-Measuring System" (herein "ESMS") as that term is defined in N.C. Gen. Stat. §160A-300.4(a); and

WHEREAS, GOVERNING BODY desires to use the ESMS to monitor and enforce speed limits in designated school zones pursuant to G.S. 20-141.1; and

WHEREAS, on or about July 1, 2025, the General Assembly of North Carolina enacted Session Law 2025-47 (Senate Bill 391), which added new G.S. §160A-300.4 authorizing municipalities to adopt ordinances for the civil enforcement of G.S. 20-141.1 by means of electronic speed-measuring systems, effective October 1, 2025; and

WHEREAS, G.S. §160A-300.4(e) expressly authorizes the GOVERNING BODY, the local board of education, and the law enforcement agency to enter into a local cost-sharing and reimbursement agreement necessary and proper to effectuate the purposes of the statute; and

WHEREAS, the parties intend that this Agreement, and the flow of funds contemplated herein, be structured and administered consistent with Article IX, Section 7 of the North Carolina Constitution, G.S. §115C-437, and the North Carolina Supreme Court's decision in *Fearrington v. City of Greenville*, 386 N.C. 38, 900 S.E.2d 851 (2024), such that the "clear proceeds" of all civil penalties collected pursuant to the GOVERNING BODY's school-zone speed enforcement program are remitted to the local board of education, and all amounts retained or reimbursed hereunder represent "costs of collection" authorized by G.S. §160A-300.4(e) and the Intergovernmental Cost-Sharing Agreement attached as Exhibit C; and

WHEREAS, prior to the Start Date, the GOVERNING BODY's governing board has adopted or will adopt an ordinance pursuant to G.S. §160A-300.4(d), which authorizes GOVERNING BODY's School Zone Speed Enforcement Program ("Program") and provides for the implementation and operation of such program by REDSPEED, as agent of GOVERNING BODY.

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

TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Board of Education" means the Johnston County Board of Education, the local board of education with jurisdiction over the public schools located within the school zones where ESMS equipment is deployed under this Agreement.

"Citation" means a civil citation issued to the registered owner of a Motor Vehicle by or on behalf of the GOVERNING BODY pursuant to G.S. §160A-300.4 and the GOVERNING BODY's ordinance, documenting a Violation recorded by the ESMS, and containing all elements required by G.S. §160A-300.4(d)(3).

"Clear Proceeds" means the meaning set forth in Article IX, Section 7 of the North Carolina Constitution and G.S. §115C-437, as interpreted by the North Carolina Supreme Court, being the full amount of civil penalties collected less the actual costs of collection.

"Cost-Sharing Agreement" means the Intergovernmental Cost-Sharing and Reimbursement Agreement among the GOVERNING BODY, the Board of Education, and the Law Enforcement Agency, entered into pursuant to G.S. §160A-300.4(e), the form of which is attached as Exhibit C.

"Electronic Speed-Measuring System" (or "ESMS") means a mobile or fixed device consisting of an automated traffic camera and sensor capable of measuring speed and producing one or more digital photographs of a motor vehicle violating a posted speed limit, as defined in G.S. §160A-300.4(a), that has been approved, calibrated, and tested for accuracy in accordance with G.S. §8-50.4.

"Law Enforcement Agency" means the police department of the GOVERNING BODY or the county sheriff's office providing law enforcement services to the GOVERNING BODY, as identified on the signature page of the Cost-Sharing Agreement.

"Law Enforcement Officer" means a sworn law enforcement officer authorized to enforce the speed limit in the applicable school zone, who is authorized by the Law Enforcement Agency to review and approve Citations issued under this Agreement pursuant to G.S. §160A-300.4(d)(3)(e).

"Motor Vehicle" means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

"Motor Vehicle Owner" means the person or entity identified by the North Carolina Division of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

"Recorded Images" means photographic, electronic, digital or video images of a Motor Vehicle recorded by an ESMS establishing a time sequence of the Motor Vehicle within a posted school zone and its speed.

"RedCheck" means the web-based violation processing system used by Law Enforcement Officers to review and approve Citations.

"School Zone" means a zone in which a reduced speed limit is in effect pursuant to G.S. 20-141.1 during posted school hours, and which is identified by official signage.

"Unamortized Costs" means the historical cost of a fixed asset less the total depreciation shown against that asset up to a specified date, including but not limited to, design/engineering plans, camera foundation construction and installation, restoration of camera location to its original condition, and cost of equipment.

"Violation" means a violation of G.S. 20-141.1 detected by an ESMS and subject to civil enforcement pursuant to G.S. §160A-300.4 and the GOVERNING BODY's ordinance.

2. REDSPEED AGREES TO PROVIDE

The scope of work identified in "Exhibit A, Section 1".

3. GOVERNING BODY AGREES TO PROVIDE

The scope of work identified in "Exhibit A, Section 2".

4. SERVICE FEES

The service fee schedule identified in "Exhibit B". The parties acknowledge and agree that all fees paid to REDSPEED under this Agreement are characterized as, and shall be paid as, "costs of collection" within the meaning of G.S. §115C-437 and the Fearrington decision, and shall be administered consistent with the Cost-Sharing Agreement attached as Exhibit C.

5. TERM AND TERMINATION

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for sixty (60) months beginning on the first day of the month following the first issued Citation (the "Start Date") of the last camera installed and shall be automatically extended for five (5) additional one (1) year periods. However, GOVERNING BODY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED's services may be terminated:

a. By mutual written consent of the parties.

b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.

c. For convenience, by either party in the event that (i) state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the ESMS that is the subject of this Agreement, or (ii) the Cost-Sharing Agreement is terminated or rendered unenforceable, in either case following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this Agreement shall be tolled during the time it takes to determine legal challenges.

d. For convenience of GOVERNING BODY. GOVERNING BODY reserves the right to terminate by giving written notice to REDSPEED sixty (60) days prior to the effective date of such termination. If GOVERNING BODY elects to terminate the Agreement under this subsection during the first twelve (12) months of the initial contract term, GOVERNING BODY shall pay termination costs related to REDSPEED's Unamortized Costs.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that GOVERNING BODY will have to process Violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist GOVERNING BODY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: GOVERNING BODY shall cease using the ESMS, shall return or allow REDSPEED to recover all

provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by GOVERNING BODY not to do so, REDSPEED shall continue to process all images taken by GOVERNING BODY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

6. ASSIGNMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. GOVERNING BODY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, and in the event that GOVERNING BODY fails to execute and deliver such acknowledgment or consent back to REDSPEED within ten (10) calendar days after its receipt of such request from REDSPEED to execute such acknowledgment or consent, GOVERNING BODY shall be deemed to have consented to and approved such acknowledgment or consent.

7. FEES AND PAYMENT

GOVERNING BODY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees"). Payment shall be made through the flow-of-funds mechanism established in the Cost-Sharing Agreement. The parties intend that civil penalties collected under the Program be remitted in the first instance to the Board of Education consistent with Article IX, Section 7 of the North Carolina Constitution and G.S. §115C-437, and that the Board of Education shall reimburse the GOVERNING BODY for REDSPEED's Fees and other Program costs of collection in accordance with the Cost-Sharing Agreement.

8. COMMUNICATION OF INFORMATION

REDSPEED agrees that all information obtained by REDSPEED through operation of the ESMS shall be made available to the GOVERNING BODY at any time during REDSPEED's normal working hours excluding trade secrets as defined by North Carolina law and other information that is confidential pursuant to North Carolina law or exempt from disclosure pursuant to North Carolina law and not reasonably necessary for the prosecution of Citations or the fulfillment of GOVERNING BODY's obligation under this Agreement. REDSPEED reserves the right to charge GOVERNING BODY for sizable information requests that will incur substantial resource allocation to compile, consistent with G.S. §132-6.2.

9. CONFIDENTIAL INFORMATION

No information given by REDSPEED to GOVERNING BODY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by REDSPEED and either confidential pursuant to North Carolina law or exempt from disclosure pursuant to North Carolina law. Nothing in this paragraph shall be construed contrary to the terms and provisions of Chapter 132 of the North Carolina General Statutes or any other North Carolina law governing public records, insofar as they may be applicable. REDSPEED shall not use any information acquired by this Program with respect to any

Violations or GOVERNING BODY's law enforcement activities for any purpose other than the Program encompassed by this Agreement.

10. OWNERSHIP OF SYSTEM

It is understood by GOVERNING BODY that the ESMS being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The ESMS is provided to GOVERNING BODY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT

REDSPEED shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in the Town of Wilson's Mills, North Carolina, all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term, or for such longer period as required by the North Carolina public records retention schedule administered by the Department of Natural and Cultural Resources pursuant to G.S. §121-5 and §132-3, whichever is longer.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 132 OF THE NORTH CAROLINA GENERAL STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: _____ (telephone number, e-mail address, and mailing address).

12. INDEMNIFICATION AND INSURANCE

REDSPEED shall comply with all laws, ordinances and regulations governing the use of ESMS applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of ESMS equipment which affect this Agreement, and shall indemnify and save harmless the GOVERNING BODY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence, gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of GOVERNING BODY.

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any negligent, grossly negligent, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Nothing in this section shall be construed as a waiver of governmental immunity by GOVERNING BODY under North Carolina law, including G.S. §160A-485.

REDSPEED shall maintain the following minimum scope and limits of insurance:

a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall name GOVERNING BODY and GOVERNING BODY's officers, employees, volunteers and elected officials as additional insureds for liability arising from REDSPEED's operations.

b. Workers' Compensation as required by North Carolina law (Chapter 97 of the General Statutes), and Employers Liability Insurance with limits of not less than \$500,000 each accident.

c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

Certificates showing REDSPEED is carrying the above-described insurance, and evidencing the additional insured status specified above, shall be furnished to GOVERNING BODY within thirty (30) calendar days after the date on which this Agreement is made.

13. STATE LAW TO APPLY

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflicts of laws principles. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Johnston County, North Carolina, and that all litigation between them in the federal courts shall take place in the United States District Court for the Eastern District of North Carolina.

14. DISPUTE RESOLUTION

All disputes arising out of or in connection with this Agreement shall first be attempted to be settled through good-faith negotiation between senior management of both parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to mediation conducted pursuant to Rule 2 of the North Carolina Rules for Mediated Settlement Conferences and Other Settlement Procedures in Superior Court Civil Actions, using a mediator certified by the North Carolina Dispute Resolution Commission. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. If mediation does not resolve the dispute within sixty (60) days after submission, either party may commence litigation in the forum specified in Section 13.

15. AMENDMENTS TO THE AGREEMENT

Any change, addition, deletion, extension or modification of this Agreement, including any increase or decrease in the amount of REDSPEED's compensation, which is mutually agreed upon by and between GOVERNING BODY and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this Agreement that are duly executed by both parties.

16. LEGAL CONSTRUCTION AND REQUIREMENTS

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

17. NO AGENCY

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and is not an agent of GOVERNING BODY. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees or agents of the GOVERNING BODY. Nothing in this Agreement shall be construed to delegate to REDSPEED any discretionary law enforcement function; the decision to issue any Citation shall be made solely by a Law Enforcement Officer consistent with G.S. §160A-300.4(d)(3)(e).

18. FORCE MAJEURE

GOVERNING BODY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency (including declared emergencies under Chapter 166A of the North Carolina General Statutes), war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance.

19. PERMITS, FEES, AND LICENSES

REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement, including but not limited to compliance with any North Carolina Department of Transportation approval requirements under G.S. §160A-300.4(c) for ESMS installed on Department of Transportation right-of-way.

20. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, religion, age, sexual orientation, gender identity, disability, marital status, military or veteran status, or national origin in the operations conducted under this Agreement, consistent with all applicable North Carolina and federal laws.

21. E-VERIFY

REDSPEED shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. REDSPEED represents and warrants that: (i) it understands and will comply with the E-Verify requirements set forth in G.S. §64-25, et seq.; (ii) it will require each of its subcontractors performing work under this Agreement to certify compliance with G.S. §64-26 by affidavit; and (iii) it will not knowingly employ an unauthorized alien, as defined in 8 U.S.C. §1324a(h)(3), during the term of this Agreement.

22. IRAN DIVESTMENT ACT AND COMPANIES BOYCOTTING ISRAEL

REDSPEED certifies that, as of the date of execution of this Agreement, (i) it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. §147-86.58 (the Iran Divestment Act), and (ii) it is not identified on the list of companies engaged in a boycott of Israel created by the State Treasurer pursuant to G.S. §147-86.81.

23. SUBCONTRACTORS

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications, requirements, and all other terms and conditions of the Agreement shall also apply to any subcontractor. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

24. PUBLIC RECORDS

REDSPEED acknowledges that this Agreement and records created by REDSPEED in the performance of this Agreement may be subject to the North Carolina Public Records Law, Chapter 132 of the General Statutes. REDSPEED shall:

1. Keep and maintain public records required by GOVERNING BODY to perform the service.

2. Upon request from GOVERNING BODY's custodian of public records, provide GOVERNING BODY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost permitted by G.S. §132-6.2.
3. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.
4. Upon completion of this Agreement, transfer, at no cost to GOVERNING BODY, all public records in REDSPEED's possession to GOVERNING BODY or otherwise comply with applicable public records retention requirements.

25. ENTIRE AGREEMENT

The provisions of this Agreement, including the recitals and the attached Exhibits A, B, and C, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.

26. NOTICES

Any notice or demand required or permitted under this Agreement shall be in writing and shall be given by personal service, first-class mail, overnight delivery, or certified or registered mail to the parties at the following respective addresses:

The Town of Wilson's Mills
Attn: Town Manager
4083 Wilson's Mills Road
Wilson's Mills, NC 27577

RedSpeed North Carolina, LLC
450 Eisenhower Lane North
Lombard, IL 60148
Attn: Robert Liberman, Manager

27. EXCLUSIVITY

GOVERNING BODY agrees that upon execution of this Agreement, GOVERNING BODY may not utilize another vendor, other than REDSPEED, for the same or similar school-zone speed enforcement services as contemplated herein, within the jurisdiction of the GOVERNING BODY without prior written consent from REDSPEED.

28. CONDITIONS PRECEDENT

The parties' obligations under this Agreement are expressly conditioned upon: (i) adoption and effectiveness of the GOVERNING BODY's ordinance authorizing the Program pursuant to G.S. §160A-300.4(d); and (ii) execution and effectiveness of the Cost-Sharing Agreement attached as Exhibit C among the GOVERNING BODY, the Board of Education, and the Law Enforcement Agency.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

The Town of Wilson's Mills, North Carolina

RedSpeed North Carolina, LLC

By: _____

By: _____

Name: _____

Name: Robert Liberman

Title: _____

Title: Manager

Date: _____

Date: _____

ATTEST:

Town Clerk

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

Town Finance Officer

EXHIBIT A

SECTION 1 — REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for ESMS to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2.
2. REDSPEED agrees to make every effort to adhere to the Project Time Line agreed upon between the parties.
3. REDSPEED will install ESMS at school zone areas to be agreed upon between REDSPEED and GOVERNING BODY after completion of site analyses.
4. REDSPEED will operate each ESMS on a 24-hour basis, barring downtime for maintenance and normal servicing activities, provided that Citations shall only be issued for Violations recorded during posted school-zone hours pursuant to G.S. 20-141.1.
5. REDSPEED warrants that all ESMS equipment used under this Agreement will be approved by the North Carolina Criminal Justice Education and Training Standards Commission and the Secretary of Public Safety pursuant to G.S. §17C-6(a)(13b), and will be calibrated and tested for accuracy in accordance with standards established by the Commission and the Secretary pursuant to G.S. §8-50.4.
6. REDSPEED shall provide a written calibration/accuracy certificate from a technician certified by the North Carolina Criminal Justice Education and Training Standards Commission for each ESMS, showing that testing was performed within the required testing period, as required by G.S. §8-50.4(c).
7. REDSPEED shall design, fabricate, install, obtain permits, and maintain appropriate advance warning signs conspicuously posted not more than 1,000 feet from the location of each ESMS, in compliance with G.S. §160A-300.4(c) and G.S. §136-30.
8. REDSPEED shall obtain any required approval from the North Carolina Department of Transportation for any ESMS installed on Department of Transportation right-of-way pursuant to G.S. §160A-300.4(c).
9. REDSPEED shall provide a secure website accessible to recipients who have received Citations, which will allow violation image and video viewing.
10. REDSPEED shall provide technician site visits to each ESMS once per month to perform preventive maintenance.
11. REDSPEED shall use best efforts to repair a non-functional ESMS within forty-eight (48) business hours of determination of a malfunction.
12. REDSPEED will establish a demand deposit account bearing the title "RedSpeed North Carolina LLC as agent for the Town of Wilson's Mills." All funds collected on behalf of GOVERNING BODY will be deposited in this account and transferred by wire on or about the 15th calendar day of the month in accordance with the Cost-Sharing Agreement.
13. REDSPEED shall assign a project manager who will be the liaison between GOVERNING BODY and REDSPEED.
14. REDSPEED shall provide GOVERNING BODY with RedCheck, an automated web-based Citation processing system that includes image processing, color printing and mailing of a Citation per chargeable event. Each Citation shall be delivered by first-class mail to the Motor Vehicle Owner within sixty (60) days after the date of the Violation, consistent with G.S. §160A-300.4(d)(1).

15. REDSPEED shall provide the Law Enforcement Officer with access to RedCheck for the purposes of reviewing Violations.

16. The decision to issue a Citation shall be the sole, unilateral and exclusive decision of the Law Enforcement Officer consistent with G.S. §160A-300.4(d)(3)(e). RedCheck shall apply an electronic signature to a Citation only when authorized to do so by an approving Law Enforcement Officer.

17. Each Citation generated by RedCheck shall contain all of the information required by G.S. §160A-300.4(d)(3), including: (a) the recorded image of the vehicle speeding; (b) the vehicle registration number and state of issuance; (c) the date, time, and location of the violation; (d) the recorded speed; (e) a copy of the sworn certificate of a Law Enforcement Officer; and (f) the process for paying the civil penalty or contesting responsibility for the violation.

18. REDSPEED shall obtain in-state vehicle registration information from the North Carolina Division of Motor Vehicles and shall seek records from out-of-state vehicle registration databases to apply records found by RedCheck to issue Citations for GOVERNING BODY.

19. REDSPEED shall provide an on-line adjudication processing module to support the nonjudicial administrative hearing process required by G.S. §160A-300.4(d)(5).

20. REDSPEED shall coordinate with GOVERNING BODY regarding procedures for notifying the North Carolina Division of Motor Vehicles of unpaid penalties pursuant to G.S. §160A-300.4(d)(6) and G.S. §20-54(14).

21. REDSPEED shall, at REDSPEED's expense, provide a local expert witness able to testify in administrative hearings and in court on matters relating to the accuracy, technical operations, and effectiveness of the ESMS.

22. REDSPEED shall provide a toll-free, GOVERNING BODY-specific help line to assist vehicle owners with questions. Call center hours are Monday–Friday 9:00 AM to 5:00 PM Eastern Time.

23. REDSPEED shall maintain video data for twenty-five (25) days unless otherwise requested for preservation by GOVERNING BODY.

24. REDSPEED shall assist GOVERNING BODY in producing records responsive to North Carolina public records requests under Chapter 132 of the General Statutes.

SECTION 2 — GOVERNING BODY SCOPE OF WORK

1. Within seven (7) business days of execution of this Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate GOVERNING BODY responsibilities under this Agreement.

2. Within seven (7) business days of execution of this Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information of the appeals hearing officer(s) responsible for the administrative hearing process required by G.S. §160A-300.4(d)(5).

3. GOVERNING BODY shall ensure that the Law Enforcement Agency provides REDSPEED with the names, contact information, and electronic signatures of all Law Enforcement Officers authorized to review and approve Citations issued under this Agreement.

4. GOVERNING BODY shall establish and maintain a nonjudicial administrative hearing process pursuant to G.S. §160A-300.4(d)(5) to review contested Citations, and shall provide appropriate notice of appeal rights to district court in the county where the violation occurred.

5. GOVERNING BODY shall make available a public method (whether at a public terminal or online) by which a Motor Vehicle Owner who has received a Citation may review the images and video evidencing the Violation free of charge.
6. GOVERNING BODY shall endeavor to approve or reject REDSPEED-submitted installation plans within seven (7) business days of receipt.
7. GOVERNING BODY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion.
8. GOVERNING BODY's Law Enforcement Officer(s) shall review and either approve or reject each potential Violation within five (5) business days of its appearance in the law enforcement review queue.
9. GOVERNING BODY (acting through its Law Enforcement Agency) shall handle inbound and outbound phone calls and correspondence from vehicle owners who have questions about contesting Citations and the administrative hearing process.
10. GOVERNING BODY shall at all times maintain a list of School Zone locations and posted school-zone hours for each Zone, and shall inform REDSPEED of all such hours and any changes thereto. GOVERNING BODY shall maintain and update this list and shall be responsible for ensuring the accuracy of any Citation issued against the corresponding time.
11. GOVERNING BODY shall maintain a school-zone calendar and shall notify REDSPEED as soon as practical before any change of scheduled enforcement (e.g., short days, teacher workdays, closings).
12. GOVERNING BODY shall ensure that cameras located in Town-maintained rights-of-way remain free of obstructions from other roadway infrastructure and foliage.
13. GOVERNING BODY shall coordinate with and establish procedures for providing appropriate notice to the North Carolina Division of Motor Vehicles of unpaid Citation penalties pursuant to G.S. §160A-300.4(d)(6).
14. GOVERNING BODY shall execute, and cause the Board of Education and Law Enforcement Agency to execute, the Cost-Sharing Agreement attached as Exhibit C prior to the Start Date.

EXHIBIT B

SCHEDULE 1 — SERVICE FEE SCHEDULE

GOVERNING BODY agrees to pay (or to cause to be paid through the flow-of-funds established in the Cost-Sharing Agreement) REDSPEED the Fees as itemized below:

1. Description of Pricing

Fees include all costs required and associated with ESMS installation, maintenance, and ongoing field and back-office collection operations, including: camera equipment, installation, maintenance, calibration and testing services, violation image capture and processing, North Carolina DMV records access, out-of-state vehicle registration lookups, standard mailing of required documents, lockbox and credit-card processing services, call-center support for general program questions, public-awareness program support, and access to the web-based RedCheck system for Law Enforcement Officer review:

Fee: Thirty percent (30%) of the gross civil penalty revenue collected under the Program.

The parties expressly acknowledge and agree that all amounts payable to REDSPEED under this Schedule constitute "costs of collection" within the meaning of G.S. §115C-437 and the North Carolina Supreme Court's decision in *Farrington v. City of Greenville*, 386 N.C. 38, 900 S.E.2d 851 (2024), and do not include any compensation for law enforcement or investigative activities. REDSPEED's fees compensate only for the automated capture of images, administrative processing of recorded violations, mailing of Citations, and related ministerial collection functions.

This Fee shall be paid pursuant to the flow-of-funds mechanism in the Cost-Sharing Agreement (Exhibit C). The GOVERNING BODY shall be responsible for reimbursing any certified-mail costs for Citations converted to contested hearing notices, and any other extra-action charges or fees listed in GOVERNING BODY Responsibilities.

EXHIBIT C

INTERGOVERNMENTAL COST-SHARING AND REIMBURSEMENT AGREEMENT

[Form attached as separate document]

This Exhibit C consists of the form Intergovernmental Cost-Sharing and Reimbursement Agreement among the GOVERNING BODY, the Board of Education, and the Law Enforcement Agency, entered into pursuant to G.S. §160A-300.4(e). The executed Cost-Sharing Agreement is incorporated herein by reference upon its execution by the required parties.

Key terms of the Cost-Sharing Agreement include:

1. Flow of funds: REDSPEED remits 100% of collected civil penalties to the Board of Education on a monthly basis. The Board of Education reimburses the GOVERNING BODY for Program costs of collection (including REDSPEED's Fees) on a monthly invoice basis, subject to the 30% cap established in Exhibit B.
2. Cost-sharing limitation: In no event shall the total reimbursement to the GOVERNING BODY (including REDSPEED's Fees) exceed thirty percent (30%) of collected civil penalties in any month. The Board of Education retains, as "clear proceeds" under Article IX, Section 7 of the North Carolina Constitution and G.S. §115C-437, no less than seventy percent (70%) of collected civil penalties.
3. Backstop: The Board of Education shall not be required to reimburse Program costs in excess of collected revenue in any given period.
4. Characterization: The parties acknowledge that all reimbursed expenses are "costs of collection" and do not include enforcement costs.