



Settled 1752
JAMESTOWN
NORTH CAROLINA

Regular Meeting of the Town Council

August 19, 2025

6:00 pm in the Civic Center

Agenda

- I. Call to Order-**
 - A. Roll Call
 - B. Pledge of Allegiance
 - C. Moment of Silence
 - D. Approval of Agenda
- II. Consent Agenda-**
 - A. Approval of minutes from the July 15th regular Town Council meeting
 - B. Approval of Resolution of support for the Guilford County America 250 Committee
 - C. Proclamation Fall Litter Sweep 2025
 - D. Financial Position of the Town of Jamestown
 - E. Approval of audit contract with Strickland Hardee, PLLC for FY 2024/2025
- III. Public Comment**
- IV. Resolution honoring the 200th anniversary of the Jamestown Baptist Church- Mayor Montgomery**
- V. Proclamation declaring National Night Out in the Town of Jamestown- Mayor Montgomery**
- VI. Council's Community Corner**
- VII. Monthly Reports**
 - A. Manager Report
 - B. Council Member Committee Reports
 - C. Guilford County Sheriff Department Report
- VIII. Old Business-**
 - A. Public Hearing for the consideration of amendments to Section 2.13-2 "Fences and Walls" of the Land Development Ordinance (LDO)- José Colón, Planning Director
 - Consideration of approval/denial of amendments
 - Consideration of approval of consistency/inconsistency statement
- IX. New Business-**
 - A. Consideration of approval of contract for services with the Historic Jamestown Society- Faith Wilson, Finance Director
- X. Public Comment**
- XI. Other Business**
- XII. Adjournment**

Working Agenda for the August 19th Regular Town Council Meeting

Tentative Time Line	Agenda Item	Responsible Party	Action required by the Town Council
6:00 pm	I. Call to Order	Mayor Montgomery	Mayor Montgomery to call the meeting to order.
6:00 pm	A. Roll Call	K. Weiner	Weiner to take roll call.
6:00 pm	B. Pledge of Allegiance	Mayor Montgomery	Mayor Montgomery to lead everyone in the Pledge of Allegiance.
6:00 pm	C. Moment of Silence	Mayor Montgomery	Mayor Montgomery to call for a moment of silence
6:00 pm	D. Approval of Agenda	Mayor Montgomery	Mayor Montgomery to ask Council if there are any items that need to be added or deleted.
6:05 pm	II. Consent Agenda		
6:05 pm	A. Approval of minutes from the July 15 th regular Town Council meeting B. Approval of Resolution of support for the Guilford County America 250 Committee C. Proclamation Fall Litter Sweep 2025 D. Financial Position of the Town of Jamestown E. Approval of audit contract with Strickland Hardee, PLLC FY 2024/2025		Council Member makes a motion to approve the consent agenda. Council Member makes a second to the motion. Then vote.
6:05 pm	III. Public Comment		Please state your name and address and adhere to the 3 minute time limit
6:20 pm	IV. Resolution honoring the 200 th anniversary of the Jamestown Baptist Church	Mayor Montgomery	Mayor Montgomery to present the Resolution to Jamestown Baptist Church Representatives.
6:25 pm	V. Proclamation declaring National Night Out in the Town of Jamestown	Mayor Montgomery	Mayor Montgomery to present the Proclamation declaring National Night Out to Sheriff Rogers with the Guilford County Sheriff's Department.
6:30 pm	VI. Council Community Corner	Mayor Montgomery	Mayor Montgomery to ask Council if they have anyone to recognize during the Council Community Corner.
6:35 pm	VII. Monthly Reports		
6:35 pm	A. Manager Report	Call on M. Johnson	Johnson to present his monthly Manager's Report to Town Council.
6:40 pm	B. Council Member Committee Reports	Mayor Montgomery	Mayor Montgomery to request that Council Members give reports for any Committees that they serve on.
6:45 pm	C. Guilford County Sheriff's Department Report	Captain Howell	Mayor Montgomery to call Captain Howell forward to present the monthly Guilford County Sheriff Department Report
6:50 pm	VIII. Old Business		
6:50 pm	A. Public Hearing for the consideration of amendments to Section 2.13-2 "Fences and Walls" of the Land Development Ordinance (LDO)	Call on J. Colón	Colón to present an overview of the amendments to the Land Development Ordinance (LDO) and request that Council approve as presented. Mayor Montgomery to open the public hearing to anyone that would like to speak regarding the proposed amendments to the LDO. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to open the floor to Council for discussion. Council Member makes a motion to approve/deny the proposed amendments to Section 2.13-2 "Fences and Walls" of the Land Development Ordinance as presented. Council Member makes a second to the motion. Roll Call Vote. Council Member makes a motion to approve the consistency/inconsistency statement. Council Member makes a second to the motion. Regular vote.
7:05 pm	IX. New Business		
7:05 pm	A. Consideration of approval of contract for services with the Historic Jamestown Society	Call on F. Wilson	Wilson to present an overview of the contract for services with the Historic Jamestown Society. Council Member makes a motion to approve the contract for services with the Historic Jamestown Society in an amount not to exceed \$10,500 and allow the Town Manager, Finance Director, and Assistant Town Manager to execute the contract. Council Member makes a second to the motion. Then vote.
7:10 pm	X. Public Comment		Please state your name and address and adhere to the 3 minute time limit
7:25 pm	XI. Other Business		
7:30 pm	XII. Adjournment		Council Member makes a motion to adjourn. Council Member makes a second to the motion. Then vote.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Rebecca Mann Rayborn, Mayor Pro Tem
Martha Stafford Wolfe
Pam Burgess
Sarah Glanville

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval of minutes from the July 15th Regular Town Council meeting **AGENDA ITEM #:** II-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: August 19, 2025

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Asst. Mgr./Town Clerk

SUMMARY:

Minutes from the July 15th regular Town Council meeting

ATTACHMENTS: Minutes from the July 15th regular Town Council meeting

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council approve/amend the consent agenda.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Council Member makes a motion to approve/amend the consent agenda.

FOLLOW UP ACTION NEEDED: Approved minutes will be posted on the Town's website.

**Regular Town Council Meeting
July 15, 2025
6:00 pm in the Civic Center
Minutes & General Account**

DRAFT

Council Members Present – Mayor Montgomery, Council Members Rayborn, Wolfe, Glanville, & Burgess

Staff Members Present: Matthew Johnson, Katie M. Weiner, José Colón, Paul Blanchard, Faith Wilson, Scott Coakley, Josh Brown, Marcy Newton, Jeff Goard, Justin May, Dennis Lain, & Beth Koonce, Town Attorney

Visitors Present: Cliff Paddock, Karen Lisenby, Lucille Clauson, Amy Dorra, Ruby Leach, Henrietta Reid, Nathaniel Bowman, Latonya Bowman, Audry Camp, Brenda Lynch Sila, Dan McDaniel Richard Clapp, Christie Squire, Steven Squire, Teresa Taylor, Dianna Teasley, Tim Brooks, Autumn Brooks, Samuel Brooks, David Fuller, Kelly Irvin, Jay McQuillan, Will Beamon, Edwin Priddy, & Carol Brooks

Call to Order – Mayor Montgomery called the meeting to order.

- Roll Call – Weiner took roll call as follows:
 - Council Member Glanville Present
 - Council Member Rayborn Present
 - Mayor Montgomery Present
 - Council Member Burgess Present
 - Council Member Wolfe Present

Weiner stated a quorum was present.

Pledge of Allegiance – The Boy Scouts in attendance led the Pledge of Allegiance.

Moment of Silence – Mayor Montgomery called for a moment of silence.

Approval of the Agenda – Mayor Montgomery asked if anyone had any changes to the agenda.

Consent Agenda– The consent agenda included the following items:

- Approval of the June 24th Town Council meeting minutes
- Approval of the Financial Position of the Town
- Approval of the Budget Amendment #1

Council Member Burgess made a motion to approve the consent agenda as amended. Council Member Glanville made a second to the motion. The motion passed by a unanimous vote.

(Budget Amendment #1)

Public Comment – No one signed up to speak.

Presentation of Resolution honoring the Historic Bond between the Town of Jamestown, North Carolina and the City of Marion, Indiana– Mayor Montgomery read and presented the resolution to Dr. LaTanya Bowman.

(Presentation of Resolution honoring the Historic Bond between the Town of Jamestown, North Carolina and the City of Marion, Indiana)

Proclamation declaring July as Parks and Recreation Month in the Town of Jamestown - Council Member Rayborn read and presented the Proclamation declaring July as Parks and Recreation Month to the Parks and Recreation staff.

(Proclamation declaring July as Parks and Recreation Month in the Town of Jamestown)

Community Corner – Council Member Wolfe read and presented a Certificate of Recognition to Edwin Priddy for the accomplishment of earning his Eagle Scout award for the design and construction of three twin-sized beds that were donated to the local World Relief organization for children in need.

Council Member Wolfe also read and presented a Certificate of Recognition to Will Beamon for the accomplishment of earning his Eagle Scout award for the construction and installation of shelving units, storage cubbies, and a hanging rack for the swim team at the Cedarwood Pool.

Monthly Reports

- **Manager Report** – Johnson stated that municipal filing with the Guilford County Board of Elections for the Town Council and Mayor opened on July 7th and will close on July 18th at noon. Anyone interested in running should contact the Board of Elections. Once the filings have closed, the Town will contact each of the candidates, including the incumbents, to discuss our Candidate Information Session tentatively scheduled for August 12th and 13th. The Parks and Recreation Committee met on July 7th and heard about plans to seek some additional grant funding to repair and renovate portions of the golf course including our tee boxes and bunker complexes. This represents outcomes 5-B and 5-H in the Council's Strategic Plan. José Colón, our Planning Director, is going to be working on a Request for Proposals for a corridor study along Main Street. This will be happening in the coming months to help address outcome 6-B in the Strategic Plan. José has also begun working on outcome 7-F which pertains to a short-term rental ordinance. We are planning to have a joint Planning Board and Council meeting later to share his findings. Council Member Wolfe, our liaison to the High Point MPO, has been working with MPO leadership to try to obtain grant funding to allow us to address some smaller projects identified in the Comprehensive Pedestrian Transportation Plan, which relates to outcome 7-B in the Strategic Plan. Parks Director, Scott Coakley, is also in the process of planning a grand opening of the new accessible playground, natural play area, and basketball courts. The Town is in the process of selecting a design-build solution to replace/renovate the Fire Station (Station 46). Over the coming months, we will be bringing more information to the public and are working on a possible "Open House" during National Night Out on August 5th from 4pm-6pm to allow citizens to tour the station. This represents Outcome 5-C in the Strategic Plan. Music in the Park, one of the key items in our Council Strategic Plan (Outcome 3-A) will continue on Tuesday, August 5th at 6 PM in Wrenn Miller Park. We will be featuring the AM rOdeO. This is our annual "National Night Out" event honoring our first responders and community partners.

- Council Member Reports-
 - Council Member Wolfe reported that TAC and PART do not meet in July.
 - Council Member Burgess reported the Planning Board met on July 14th to hear an amendment to the fence ordinance for the Agriculture Zoning district.
 - Council Member Rayborn reported that the Park and Recreation Committee met on July 7th. Jamestown Park playground is nearing completion. The rain has caused some delays and a fence also needs to be installed before it can open. The park restrooms are being designed and the old ones will be taken down before the park opens for safety purposes. The baseball bathrooms will be open during that time. We have received a lot of positive feedback about the golf course.
- Guilford County Sheriff's Department Report- The Sheriff's Department Representative stated that during the month of May, there were 7 reports, of which 3 calls were for drug or weapon offense reports, 1 trespassing, 1 missing person, 1 lost property and 1 child abuse report. There were 88 calls for service and 133 self-initiated calls, like traffic stops. The average response time was 9.43 minutes and the average reaction time was 6.51 minutes. He gave a reminder to take all valuables out of your car and lock it.

Council Member Glanville asked for data on speeding tickets written on Main St. That number is included in the 133 self-initiated calls.

Old Business-

- Consideration of approval of the Facility Use Guide for the Town of Jamestown Council Chambers – Matthew Johnson explained that in recent years, the Town has discontinued the use of the Ragsdale Civic Center as a rentable facility. In response to this operational shift, Town Council requested that staff develop an updated Facility Use Guide to reflect current policies, available spaces, and procedures. The draft provides revised guidance for the public use of Town-owned facilities, clarifies allowable uses, and establishes a consistent framework for scheduling, fees, and operational considerations. This document is intended to promote equitable access, preserve Town resources, and align with current practices. Staff respectfully requests Council's review and approval of the updated Facility Use Guide. This will satisfy Outcome 5E in the Strategic Plan which was a priority for this year.

Council Member Wolfe thanked Council Member Glanville for her support in bringing this to the agenda.

Council Member Wolfe made a motion to approve the Facility Use Guide for the Town of Jamestown Council Chambers. Council Member Glanville made a second to the motion. The motion passed by a unanimous vote.

Council Member Wolfe made a motion to rededicate the Thomas C. Ragsdale, Sr. Civic Center to the Thomas C Ragsdale, Sr. Council Chambers. Council Member Rayborn made a second to the motion. The motion passed by a unanimous vote.

New Business-

- Consideration of approval of special event permit request for the Jamestown Christmas Parade– Cliff Paddock presented an overview of the special event permit request for the Jamestown Christmas Parade. Each year, the Rotary Club of Jamestown requests a Special Events Permit for their Christmas Parade. The Club is requesting financial support for the following items:
 - 1) Reimbursement for off-duty law enforcement costs up to \$1,400.00.
 - 2) Reimbursement for up to \$500 for portable toilets.
 - 3) Postage for mailings to be covered by the Town up to \$150.00.
 - 4) Town staff and equipment to assist with the event at no additional charge to the Rotary Club.

Council Member Wolfe made the motion to approve the special event permit request for the Jamestown Christmas Parade. Council Member Rayborn made a second to the motion. The motion passed by a unanimous vote.

- Public Hearing on the consideration of amendments to the LDO – José Colón requested that Council set a public hearing date for the consideration of amendments to Section 2.13-2 “Fences and Walls” of the Land Development Ordinance for the August 19th Town Council meeting at 6:00 pm in the Council Chambers at Town Hall. This was recommended for approval by the Planning Board.

Council Member Burgess made a motion to set a date for the public hearing for the consideration of amendments to the LDO for the August 19th Town Council meeting at 6:00 pm in the Council Chambers at Town Hall. Council Member Rayborn made a second to the motion. The motion passed by a unanimous vote.

- Consideration of approval of contract for services with the Jamestown Public Library – Faith Wilson presented an overview of the contract for services with the Jamestown Public Library. This is an allowable use of public funds and allows the Town to have these services provided by a separate entity, per G.S. §160A-209(c)20 and §153A-264 and outlined specifically in Section 2. The contract calls for quarterly payments of \$16,000 each for a total of \$64,000 annually and is reflected in the FY 2025-2026 budget.

Council Member Rayborn asked to be recused since she serves on the Jamestown Public Library Board. Council Member Glanville made a motion to recuse Council Member Rayborn from the discussion and vote on the contract with Jamestown Public Library. Council Member Wolfe seconded the motion. The motion passed by a unanimous vote.

Council Member Glanville made a motion to approve the contract for services with the Jamestown Public Library in the amount of \$64,000 and allow the Town Manager, Finance Director, and Assistant Town Manager to execute the contract. Council Member Burgess seconded the motion. The motion passed by a unanimous vote.

- Consideration of approval of contract for services with the YMCA– Faith Wilson stated that the Town wishes to provide recreation services to the citizens of Jamestown. The Town does not have the available staffing levels to be able to do this; thus, the Town wishes to contract with the YMCA to provide these services. The Town proposes to fund up to \$10,000 for these recreation services for youth and adult residents. The YMCA will provide a list of names of participants along with their addresses. The Town will pay the YMCA based on the number of Jamestown residents participating in each recreational activity at the agreed upon rate, up to the total amount of \$10,000.00. Some of these services include adult fitness yoga in the park, water fitness for adults and seniors, youth sports programs, and summer camp field trips.

Council Member Wolfe asked if the Town had received the number of Jamestown residents served during the last fiscal year and whether the full \$10,000 allocation was used. Wilson responded that the full amount was not used, and any unused funds would be returned to the general fund balance.

Council Member Wolfe made a motion to approve the contract for services with YMCA in an amount not to exceed \$10,000 and allow the Town Manager, Finance Director, and Assistant Town Manager to execute the contract. Council Member Rayborn made a second to the motion. The motion passed by a unanimous vote.

- Parks and Recreation Quarterly Report- Scott Coakley presented the Golf Operations Quarterly Financial Summary (April-June 2025). The report summarizes the financial performance of golf operations for the second quarter of 2025. Total revenue for the period was \$510,418.36, with consistent monthly performance and a peak in May. Primary revenue drivers included green fees and cart rentals, both of which showed upward trends. Expenditures for the quarter totaled \$259,699.86, encompassing personnel, operating costs, contract services, and capital outlays across Golf Maintenance and Golf Shop departments. Net monthly gains were recorded throughout the quarter, culminating in a total quarterly gain of \$250,718.50. While most revenue categories performed steadily, clubhouse rentals and outings showed a drop in June. Overall, the golf operations demonstrated strong fiscal health and effective cost management. Coakley thanked the Parks and Recreation staff for their dedication, hard work and passion for maintaining the beauty, safety and accessibility of our parks and golf course.

Council Member Glanville thanked Coakley and his staff for working the 4th of July holiday.

Council Member Wolfe asked if there has been any pushback on the new golf fees. Coakley responded no, no complaints.

Council Member Wolfe asked what are the capital outlay amounts that weren't included in the report. Coakley answered that he doesn't have those numbers with him, but he can get back to the Council with that information.

Council Member Burgess asked how many out-of-town players have been coming since the recent upgrades. Mr. Coakley responded that it is difficult to track, but due to the Town's location, they do attract out-of-town visitors. He noted they have explored software options to better track attendance and other data, but the cost is high. He suggested the possibility of partnering with another local government that already utilizes such software.

Council Member Rayborn suggested using a guest book as a simpler tracking option. Council Member Wolfe added that it is easier to track local residents since they receive a discount.

Public Comment –

- Karen Lisenby, 116 Village Drive- Lisenby thanked everyone for the budget that was presented. She acknowledged that while she may not agree with every aspect of it, she appreciates the work, effort, and time that went into preparing it. She noted from her own experience of preparing budgets and quarterly updates how challenging it can be to compile everything and reach a consensus.

Other Business-

Council Member Wolfe asked if the construction of the retaining walls along the new sidewalk on Ragsdale Road was complete. Mr. Blanchard responded that while the retaining walls are finished, a fence still needs to be installed, which will be completed soon. He noted that quotes for the fencing have already been received.

Adjournment – Council Member Rayborn made a motion to adjourn. Council Member Glanville made a second to the motion. The motion passed by a unanimous vote.

The meeting ended at 6:40 pm.

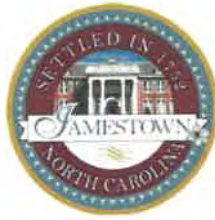
Mayor

Town Clerk

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Rebecca Mann Rayborn, Mayor Pro Tem
Martha Stafford Wolfe
Pam Burgess
Sarah Gianville

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Resolution of Support for the Guilford County America 250 Committee **AGENDA ITEM #:** II-B



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: August 19, 2025

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Asst. Mgr./Town Clerk

SUMMARY:

Guilford County has established the Guilford County America 250 Committee in preparation for the nation's 250th anniversary in 2026. The Committee will work to highlight the rich history of communities across the County for the anniversary. The Town of Jamestown would like to express its full support of the Committee. The Town encourages residents to participate in events and activities that celebrate Jamestown's heritage and contributions to Guilford County and the United States.

ATTACHMENTS: Resolution of Support for the Guilford County America 250 Committee

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: The Resolution will be provided to the Guilford County 250 Committee.



RESOLUTION OF SUPPORT FOR THE GUILFORD COUNTY AMERICA 250 COMMITTEE

WHEREAS, the United States of America will commemorate the 250th anniversary of the signing of the Declaration of Independence in the year 2026; and

WHEREAS, the America 250 initiative, established by Congress, seeks to honor the nation's founding, celebrate its history, and inspire Americans to engage with the past, present, and future of our democracy; and

WHEREAS, Guilford County has established the Guilford County America 250 Committee to highlight and share the rich and diverse history of communities across the County; and

WHEREAS, the Town of Jamestown has a deep historical heritage dating back to the 18th century, with notable contributions to the growth, culture, and civic life of Guilford County and the State of North Carolina; and

WHEREAS, the Town of Jamestown recognizes the importance of collaborating with countywide efforts to ensure that local history is preserved, celebrated, and included in the America 250 commemorations;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Jamestown hereby express their full support for the Guilford County America 250 Committee in its mission to highlight history from across the County; and

BE IT FURTHER RESOLVED, that the Town of Jamestown encourages residents, community organizations, and institutions to participate in activities and events related to the America 250 commemoration, thereby fostering a shared appreciation of our heritage and the principles upon which our nation was founded.

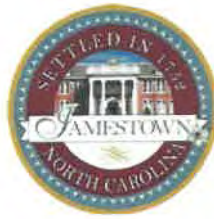
Adopted this the 19th day of August, 2025.

Mayor S. Lynn Montgomery

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Rebecca Mann Rayborn, Mayor Pro Tem
Martha Stafford Wolfe
Pam Burgess
Sarah Glanville

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Proclamation Fall Litter Sweep 2025

AGENDA ITEM #: II-C



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: August 19, 2025

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Asst. Mgr./Town Clerk

SUMMARY:

The North Carolina Department of Transportation (NCDOT) encourages local governments to sponsor and organize roadside cleanups every Spring and Fall.

Please contact Elizabeth Greeson at Town Hall if you are interested in participating in the Fall Litter Sweep on September 13, 2025. The number is (336) 454-1138.

ATTACHMENTS: Proclamation Fall Litter Sweep 2025 & Event Flyer

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council approve the consent agenda.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Council Member makes a motion to approve/amend the consent agenda.

FOLLOW UP ACTION NEEDED: N/A



PROCLAMATION FALL LITTER SWEEP 2025

WHEREAS, the North Carolina Department of Transportation organizes an annual fall statewide roadside cleanup to ensure clean and beautiful roads across our state; and

WHEREAS, the **FALL 2025 LITTER SWEEP** roadside cleanup will take place between September 13th–September 27th, 2025, and encourages local governments and communities, civic and professional groups, businesses, churches, schools, families and individual citizens to participate in sponsoring and organizing local roadside cleanups; and

WHEREAS, Adopt-A-Highway volunteers, Department of Transportation employees, Department of Public Safety-Division of Adult Correction inmates, community service workers, local government agencies, community leaders, civic and community organizations, businesses, churches, schools, and environmentally concerned citizens conduct annual local cleanups during **FALL LITTER SWEEP** and may receive certificates of appreciation for their participation; and

WHEREAS, the great natural beauty of our state and a clean environment are sources of great pride for all North Carolinians, attracting tourists, and aiding in recruiting new industries; and

WHEREAS, the cleanup will increase awareness of the need for cleaner roadsides, emphasize the importance of not littering, and encourage recycling of solid wastes; and

WHEREAS, the **FALL 2025 LITTER SWEEP** cleanup will be the 45th biannual celebration of the North Carolina Adopt-A-Highway program and its 4,400 volunteer groups that donate their labor and time year round to keep our roadsides clean; and

WHEREAS, the **FALL LITTER SWEEP** cleanup will be a part of educating the children of this great state regarding the importance of a clean environment to the quality of life in North Carolina;

NOW, THEREFORE, I, Lynn Montgomery, Mayor of the Town of Jamestown, do hereby proclaim September 13th, 2025, as Fall “**LITTER SWEEP**” day in the Town of Jamestown and encourage all citizens to take an active role in making Jamestown a cleaner community.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the Town of Jamestown on this the 19th day of August, 2025.

Mayor S. Lynn Montgomery

Join Town of Jamestown Annual Fall Litter Sweep

September 13, 2025----9-11am

**Meet at the Jamestown Food Lion Parking Lot –
Main Street and Ragsdale Road**

RSVP to 336-454-1138

**Plan to wear bright colored long sleeve shirts and
high top shoes to protect against unforeseen hazards.**

Bring Gloves to fit your hands for easier pick up.

HOPE TO SEE YOU THERE!



Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Rebecca Mann Rayborn, Mayor Pro Tem
Martha Stafford Wolfe
Pam Burgess
Sarah Glanville

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Financial Analysis for July 2025

AGENDA ITEM #:

II.D



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: August 19, 2025

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Faith Wilson

SUMMARY:

July is the first month of our fiscal year; many of the revenues and expenditures that we receive or pay out in July relate back to June. Thus these have to be accrued back into the previous fiscal year. So it will appear that we did not receive much in revenues, but it is just a timing of when revenues are received. As for expenditures, a lot paid in July were for June (and accrued back), but also we pay a lot of annual fees at the very beginning of the fiscal year.

Annual insurance premiums were paid in July (spread among departments). We continue to pay our debt payments timely, lease payments and contract payments to Pinecroft Sedgefield Fire Department, and code enforcement. Payments were made for stormwater dues, UNC School of Government memberships and PTRC membership dues. Payments to Piedmont Triad Regional Water Authority for FY 25-26 were also made.

July was a decent month for golf. There was 2,865 rounds of golf played in July 2025 compared to 2,891 rounds played in July 2024. July 2024 had 2 bad weather days and July 2025 had 2 bad weather days. There were 2 closed days in July 2024 and 2 closed days in July 2025 due to the green aerification. The golf course held no outings during July but the shop at 1 room rental.

ATTACHMENTS: Summary of financial analysis

RECOMMENDATION/ACTION NEEDED: none

BUDGETARY IMPACT: none

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: none



**Town of Jamestown
FINANCIAL SUMMARY REPORT
FOR PERIOD OF 07/01/2025 - 06/30/2026**

GENERAL FUND

	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	FYE 06/30/25 PRIOR YEAR ACTUAL TO DATE
REVENUES (FUND 10)					
PROPERTY TAXES	\$ 4,270,144	\$ -	\$ 4,270,144	0.00%	\$ 4,100,194
MOTOR VEHICLE FEES	111,440	-	111,440	0.00%	111,078
SALES TAXES/HOLD HARMLESS	1,150,000	-	1,150,000	0.00%	1,263,403
UTILITIES SALES TAXES	389,800	-	389,800	0.00%	374,046
GRANTS FROM GUILFORD COUNTY	-	-	-	0.00%	55,500
GARBAGE & RECYCLING FEES	245,000	20,995	224,005	8.57%	252,832
POWELL BILL	130,000	-	130,000	0.00%	130,551
STORMWATER FEES	160,000	14,245	145,755	8.90%	170,165
GOLF COURSE FEES	1,363,500	130,999	1,232,501	9.61%	1,400,656
RECREATION FEES	37,000	2,400	34,600	6.49%	21,136
INVESTMENT EARNINGS	165,000	18,055	146,945	10.94%	247,985
ISSURANCE OF INSTALLMENT PURCHASE FINANCING	-	-	-	0.00%	279,989
OTHER REVENUES	234,322	8,236	226,086	3.51%	546,081
TRANSFER FROM GENERAL CAPITAL RESERVE FUND	70,100	-	70,100	0.00%	72,000
BALANCING APPROPRIATION	864,761	-	864,761	0.00%	-
	\$ 9,191,067	\$ 194,930	\$ 8,996,137	2.12%	\$ 9,025,616

CAPITAL RESERVE FUND (FUND 11)

REVENUE					
INTEREST	\$ 100	\$ 16	\$ 84	16.22%	\$ 231
TRANSFER FROM GENERAL FUND	153,464	-	153,464	0.00%	146,926
	\$ 153,564	\$ 16	\$ 153,548	0.01%	\$ 147,157

	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	FYE 06/30/25 PRIOR YEAR ACTUAL TO DATE
EXPENDITURES & ENCUMBRANCES (FUND 10)						
GOVERNING BODY	\$ 209,500	\$ 1,391	\$ 13,906	\$ 194,203	7.30%	\$ 72,651
ADMINISTRATION	1,132,749	108,447	38,341	985,961	12.96%	1,028,498
PLANNING	401,174	15,376	63,890	321,908	19.76%	177,209
BUILDINGS & GROUNDS	289,600	29,226	45,243	215,131	25.71%	224,160
PUBLIC SAFETY	328,000	1,290	8,710	518,000	1.89%	522,526
FIRE	1,115,526	274,632	837,895	3,000	99.73%	875,332
STREET	853,540	2,975	112,790	737,775	13.56%	740,307
POWELL BILL	130,000	-	-	130,000	0.00%	227,180
STORMWATER	310,000	7,328	2,400	300,272	3.14%	65,388
SANITATION	412,247	24,043	128,343	259,861	36.96%	271,946
RECREATION	864,320	47,618	108,350	708,352	18.05%	931,739
GOLF COURSE MAINTENANCE	1,382,533	83,223	74,796	1,224,514	11.43%	1,231,650
GOLF SHOP	853,312	56,222	123,646	673,444	21.08%	558,154
DEBT SERVICE	555,100	41,285	395,864	118,000	78.74%	381,734
OTHER FINANCE USES	153,466	-	-	153,466	0.00%	347,681
	\$ 9,191,067	\$ 693,006	\$ 1,954,174	\$ 6,543,887	28.80%	\$ 7,656,155
EXPENDITURES & ENCUMBRANCES (FUND 11)						
TRANSFERS TO OTHER FUNDS	\$ 70,100	\$ -	\$ -	\$ 72,000	0.00%	\$ 72,000
RESERVE FOR FUTURE EXPENDITURES	83,446	-	-	83,446	0.00%	-
	\$ 153,546	\$ -	\$ -	\$ 155,446	0.00%	\$ 72,000

WATER & SEWER FUND

	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	FYE 06/30/25 PRIOR YEAR ACTUAL TO DATE
REVENUES (FUND 30)					
WATER CHARGES	\$ 1,390,000	\$ 92,240	\$ 1,297,700	6.64%	\$ 1,155,805
SEWER CHARGES	4,000,000	173,767	3,826,233	4.34%	4,335,376
INVESTMENT EARNINGS	200,000	30,262	169,738	15.13%	447,320
OTHER REVENUES	80,300	7,972	72,328	9.93%	748,779
TRANSFER FROM RANDLEMAN CAPITAL RESERVE FUND	118,376	-	118,376	0.00%	118,376
TRANSFER FROM WATER SEWER CAPITAL RESERVE	1,776,724	16,197	1,760,527	0.91%	-
BALANCING APPROPRIATION	2,877,539	-	2,877,538	0.00%	-
	\$ 10,442,938	\$ 320,438	\$ 10,122,501	3.07%	\$ 6,805,656

RANDLEMAN RESERVOIR CAPITAL RESERVE FUND (FUND 60)

REVENUE					
INVESTMENT EARNINGS	\$ 5,000	\$ 915	\$ 4,085	18.29%	\$ 14,259
TRANSFER FROM ENTERPRISE FUNDS	32,100	-	32,100	0.00%	\$ 32,100
APPROPRIATED NET ASSETS	81,276	-	81,276	0.00%	-
	\$ 118,376	\$ 915	\$ 117,461	0.77%	\$ 46,359

WATER AND SEWER CAPITAL RESERVE FUND (FUND 61)

REVENUE					
TRANSFER FROM W/S-SYSTEM DEVELOPMENT FEES	\$ 500,000	\$ -	\$ 500,000	0.00%	\$ 578,189
INVESTMENT EARNINGS	1,000	\$ 226	\$ 774	22.58%	\$ 3,522
TRANSFER FROM ENTERPRISE FUNDS	1,275,724	-	1,275,724	0.00%	\$ 478,634
	\$ 1,776,724	\$ 226	\$ 1,776,498	0.01%	\$ 1,060,345

	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	FYE 06/30/25 PRIOR YEAR ACTUAL TO DATE
EXPENDITURES & ENCUMBRANCES (FUND 30)						
PERSONNEL	\$ 1,815,894	\$ 115,814	\$ 12,663	\$ 1,687,417	7.08%	\$ 1,402,151
WATER PURCHASES	498,000	-	31,000	467,000	6.22%	328,529
SEWER TREATMENT	925,000	-	749,782	175,218	81.06%	806,628
DEBT SERVICE	249,181	46,466	56,903	145,812	41.48%	246,731
CONTRACT SERVICES & MAINTENANCE	606,500	25,874	181,387	399,239	34.17%	488,241
CAPITAL	5,146,764	16,197	287,592	4,864,975	5.51%	1,455,456
TRANSFER TO OTHER FUNDS	532,100	-	-	532,100	0.00%	1,331,623
OTHER OPERATING EXPENDITURES	667,500	52,290	-	615,210	7.83%	530,407
	\$ 10,442,939	\$ 256,641	\$ 1,412,389	\$ 8,773,910	15.98%	\$ 6,569,795

RANDLEMAN RESERVOIR CAPITAL RESERVE FUND (FUND 60)

TRANSFER TO OTHER FUNDS	\$ 118,376	\$ -	\$ -	\$ 118,376	0.00%	\$ 118,376
	\$ 118,376	\$ -	\$ -	\$ 118,376	0.00%	\$ 118,376

WATER AND SEWER CAPITAL RESERVE FUND (FUND 61)

TRANSFER TO OTHER FUNDS	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
RESERVE FOR FUTURE EXPENDITURES	\$ 1,776,724	\$ 16,197	\$ -	\$ 1,760,527	0.91%	\$ -
	\$ 1,776,724	\$ 16,197	\$ -	\$ 1,760,527	0.91%	\$ -



Town of Jamestown
FINANCIAL SUMMARY REPORT
 As of June 30, 2026

CAPITAL PROJECTS

	Fund (#18)	Fund (#21)	Fund (#23)	Fund (#24)
	Oakdale Sidewalk Ph 3 Capital Project	Oakdale Sidewalk Ph 2 Capital Project	Penny Road Sidewalk Capital Project	Sidewalk Project Guilford County ARPA Capital Project
Life to Date Revenues & Other Financing Sources	219,214	79,589	51,000	2,294,795
% of budget received	3%	40%	4%	100%
Life to Date Expenditures	146,088	52,896	-	658,550
% of budget expended	22%	26%	0%	29%
	Fund (#26)	Fund (#27)	Fund (#28)	Fund (#29)
	Parks and Rec PARTF Guilford County ARPA Capital Project	Parks and Rec AFP Guilford County ARPA Capital Project	Forestdale East Stormwater Project Capital Project	Jamestown Park Restroom Project Capital Project
Life to Date Revenues & Other Financing Sources	430,410	600,000	1,011,700	702,271
% of budget received	100%	100%	100%	100%
Life to Date Expenditures	180,882	498,443	22,010	-
% of budget expended	42%	83%	4%	0%



Town of Jamestown
FINANCIAL SUMMARY REPORT
As of June 30, 2026

DEBT SERVICE

Installment Purchase Debt:	Balance at 6/30/2026	Final Payment Date	Final Payment Fiscal Year
GENERAL FUND:			
Golf Clubhouse Renovation	166,694	11/3/2027	2027/2028
Golf Equipment	247,690	6/5/2028	2027/2028
2024 Leaf truck	261,196	6/30/2031	2030/2031
	<u>\$ 675,580</u>		
WATER & SEWER FUND:			
Water & Sewer Maintenance Facility Construction	<u>\$ 124,965</u>	11/3/2027	2027/2028



**Town of Jamestown
Financial Summary Report
as of June 30, 2026**

CASH BALANCES

Petty Cash	\$ 1,350
Operating Cash	4,311,749
Certificates of Deposit	3,073,742
Money Market Accounts - First Bank	1,008,733
North Carolina Capital Management Trust	12,598,777
	<u>\$ 20,994,351</u>

Reservations of cash:

Cash reserved for Randleman Reservoir	\$ 342,867
Cash reserved by Powell Bill for street improvements	\$ 399,580
General Capital Reserve Fund	205,016
Oakdale Sidewalk Phase 3	72,552
Oakdale Sidewalk Phase 2	26,693
Penny Road Sidewalk Capital Project	51,000
Recreational Maintenance Facility Capital Project	82
Water Sewer Capital Reserve Fund	2,837,324
	<u>\$ 3,935,113</u>

Cash by Fund:

General	\$ 6,155,349
General Capital Reserve Fund	205,016
Oakdale Sidewalk Phase 3	72,552
Oakdale Sidewalk Phase 2	26,693
Penny Road Sidewalk Capital Project	51,000
Recreational Maintenance Facility Capital Project	82
Forestdale East Stormwater Project	208,635
Jamestown Park Restroom	193,466
Water/Sewer	10,901,368
Randleman Reservoir	342,867
Water/Sewer Capital Reserve Fund	2,837,324
	<u>\$ 20,994,351</u>

Cash by Bank:

NCCMT	\$ 12,598,777
Pinnacle Bank	6,311,749
First Bank	2,082,475
	<u>\$ 20,993,001</u>

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Rebecca Mann Rayborn, Mayor Pro Tem
Martha Stafford Wolfe
Pam Burgess
Sarah Glanville

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Audit Contract

AGENDA ITEM #: II.E



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: August 19, 2025

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Faith Wilson

SUMMARY:

This contract for FY 25 (ending June 30, 2025) audit is required by the Local Government Commission. The contract is with Strickland Hardee, PLLC.

ATTACHMENTS: Audit Contract

RECOMMENDATION/ACTION NEEDED: Approve Audit Contract FY 25

BUDGETARY IMPACT: \$50,000, as budgeted for

SUGGESTED MOTION: Approve Audit Contract for FY 25

FOLLOW UP ACTION NEEDED: Mayor Montgomery to sign audit contract

The	Governing Board TOWN COUNCIL
of	Primary Government Unit TOWN OF JAMESTOWN
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

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

and	Auditor Name STRICKLAND HARDEE PLLC
	Auditor Address 236 E CENTER STREET, LEXINGTON, NC 27292

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/25	Date Audit Will Be Submitted to LGC 12/31/25
-----	--------------------------------	---

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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

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

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

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

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

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

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

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

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

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

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

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

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

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

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

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

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

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

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

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

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

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

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

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

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

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

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

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

Name:

Title and Unit / Company:

Email Address:

FAITH WILSON

FINANCE DIRECTOR

FWILSON@JAMESTOWN-NC.GOV

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

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

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

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

Primary Government Unit	TOWN OF JAMESTOWN
Audit Fee (financial and compliance if applicable)	\$ 36,500
Fee per Major Program (if not included above)	\$ 3,500
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 10,000
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 50,000

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

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* STRICKLAND HARDEE PLLC	
Authorized Firm Representative (typed or printed)* NICHOLAS WICKER	Signature* <i>Nick Wicker</i>
Date* 07/25/25	Email Address* NICK@SHCPA.CPA

GOVERNMENTAL UNIT

Governmental Unit* TOWN OF JAMESTOWN	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* LYNN MONTGOMERY	Signature*
Date	Email Address* LMONTGOMERY@JAMESTOWN-NC.GOV

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by This Transaction:	\$ 50,000
Primary Governmental Unit Finance Officer* (typed or printed) FAITH WILSON	Signature*
Date of Pre-Audit Certificate*	Email Address* FWILSON@JAMESTOWN-NC.GOV

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

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

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

DPCU – PRE-AUDIT CERTIFICATE

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

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

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

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

PRINT



Strickland Hardee PLLC

Certified Public Accountants

INTEGRITY MEETS TRUST

July 25, 2025

To the Town Council and Management
Town of Jamestown
Jamestown, North Carolina

We are pleased to confirm our understanding of the services we are to provide the Town of Jamestown for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town of Jamestown as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Jamestown's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Jamestown's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Proportionate Share of the Net Pension Liability – Local Government Employees' Retirement System
- 3) Schedule of Contributions - Local Government Employees' Retirement System
- 4) Schedule of Changes in Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Jamestown's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
- 2) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Capital Reserve Fund
- 3) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – ARPA Fund
- 4) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Water and Sewer Fund
- 5) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Randleman Reservoir Fund

- 6) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Water Sewer Capital Reserve Fund
- 7) Combining Balance Sheet – Nonmajor Governmental Funds
- 8) Combining Schedule of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Governmental Funds
- 9) Schedule of Ad Valorem Taxes Receivable – Town-Wide Levy
- 10) Analysis of Current Tax Levy – Town-Wide Levy

In connection with our audit of the basic financial statements, we will read the following other information included in the annual report and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section
- 2) Statistical Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- 1) Management override of controls.
- 2) Improper revenue recognition due to fraud.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Jamestown's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Jamestown's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town of Jamestown's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the

Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Town of Jamestown in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town Council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Strickland Hardee PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Strickland Hardee PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Local Government Commission. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Travis Hardee is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately August 25, 2025, and to issue our reports no later than December 31, 2025.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$50,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Management and the Town Council of the Town of Jamestown. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town of Jamestown and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Strickland Hardee PLLC

RESPONSE:

This letter correctly sets forth the understanding of Town of Jamestown.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Rebecca Mann Rayborn, Mayor Pro Tem
Martha Stafford Wolfe
Pam Burgess
Sarah Glanville

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Resolution 200th anniversary of Jamestown Baptist Church

AGENDA ITEM #: IV

☐ **CONSENT AGENDA ITEM**

☐ **ACTION ITEM**

☒ **INFORMATION ONLY**

MEETING DATE: August 19, 2025

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Asst. Mgr./Town Clerk

SUMMARY:

The First Baptist Church of High Point originated in Jamestown in September 1825. For two centuries, the Church has served the community in countless ways. The Town of Jamestown recognizes the significance of the Church's rich history and seeks to honor the 200th anniversary of the former Jamestown Baptist Church through a formal resolution.

ATTACHMENTS: Resolution honoring the 200th Anniversary of the former Jamestown Baptist Church, now First Baptist Church of HP

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A



Resolution Honoring the 200th Anniversary of the Former Jamestown Baptist Church, Now First Baptist Church of High Point

WHEREAS, the Jamestown Baptist Church was constituted on September 3, 1825, at a bend of Federal Street (now West Main Street), by approximately 25 former members of Abbott's Creek Baptist Church who had settled in the Jamestown area; and

WHEREAS, the church grew in its early years, but in 1832, a majority of the congregation, including its minister, withdrew due to differing views on the church's missionary direction, leaving five faithful members to continue as the true Jamestown Baptist Church; and

WHEREAS, with the construction of the North Carolina Railroad in the late 1850s bypassing the original settlement of Jamestown, the church relocated to the nearby emerging community of High Point in 1859, becoming the town's first Baptist church and continuing its mission of faith and service; and

WHEREAS, the church experienced several name changes- from High Point Missionary Baptist Church to Salem Street Baptist Church- before adopting its current name, First Baptist Church of High Point, at its original High Point location on what is now North Main Street; and

WHEREAS, during the Civil War, the church served the community as a hospital, offering care and compassion during a time of national crisis; and

WHEREAS, over the course of two centuries, the church has been instrumental in the establishment and support of numerous ministries, including Green Street Baptist Church, Emerywood Baptist Church, a Vietnamese mission (now an independent congregation), Open Door Ministries, West End Ministries, and other local and international missions; and

WHEREAS, First Baptist Church of High Point continues to acknowledge and honor its origins in Jamestown and remains a symbol of enduring faith, community leadership, and service;

NOW, THEREFORE, I, Lynn Montgomery, Mayor of the Town of Jamestown, on behalf of the Town Council, do hereby recognize and honor the 200th anniversary of the former Jamestown Baptist Church, now known as First Baptist Church of High Point, and extend sincere appreciation for its historical significance, spiritual legacy, and continued contributions to the region.

Adopted this 19th day of August, 2025.

Mayor S. Lynn Montgomery



Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Rebecca Mann Rayborn, Mayor Pro Tem
Martha Stafford Wolfe
Pam Burgess
Sarah Glanville

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Proclamation National Night Out

AGENDA ITEM #: V



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: August 19, 2025

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Asst. Mgr./Town Clerk

SUMMARY:

National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances.

The Town of Jamestown would like to present the Guilford County Sheriff's Department with a Proclamation declaring National Night Out in the Town of Jamestown in appreciation of all the hard work they do for our community.

ATTACHMENTS: Proclamation declaring National Night Out in the Town of Jamestown

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A



**PROCLAMATION
NATIONAL NIGHT OUT
August 2025**

WHEREAS, National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie; and

WHEREAS, the “42nd Annual National Night Out” provides a unique opportunity for the Town of Jamestown to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the public plays a vital role in assisting the Guilford County Sheriff’s Office through joint crime, drug, and violence prevention efforts in Jamestown and in supporting “National Night Out 2025” locally; and

WHEREAS, it is essential that all citizens of the Town of Jamestown be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs, and violence in Jamestown; and

WHEREAS, police-community partnerships, neighborhood safety, awareness, and cooperation are important themes of the “National Night Out” program;

NOW, THEREFORE, I, Lynn Montgomery, Mayor of the Town of Jamestown, do hereby proclaim Tuesday, August 5th, 2025, as “**NATIONAL NIGHT OUT.**”

Mayor S. Lynn Montgomery



Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Rebecca Mann Rayborn, Mayor Pro Tem
Martha Stafford Wolfe
Pam Burgess
Sarah Glanville

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Manager's Report

AGENDA ITEM #: VII-A

☐

CONSENT AGENDA ITEM

☐

ACTION ITEM

☒

INFORMATION ONLY

MEETING DATE: August 19, 2025

ESTIMATED TIME FOR DISCUSSION: 10 min.

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

Manager's report attached.

ATTACHMENTS: Manager's Report

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: None

- A. A municipal election primary will be held on October 7th. The Guilford County Board of Elections handles all election-related issues. Please contact them for more information on voting at 336-641-3836. Early voting will be held at Town Hall (in the Council Chambers) beginning on Sept. 25th and running through Oct. 3rd. And once again on primary Election Day, Oct. 7th. This will narrow the field for 2 Council seats from 7 candidates to 4 candidates.
- B. The Town staff hosted Candidate Information Sessions for candidates to introduce key leadership team members and to provide candidates with information on local government and key department operations. Most candidates were able to attend, and we appreciate their interest in serving on the Town Council.
- C. The Jamestown Business Association has requested the assistance of the Town to host a Candidate's Forum in the Council Chambers on Sept. 10th from 6-8 PM. The JBA has requested the Town livestream the event, which can be found on the Town's YouTube site that evening.
- D. The Town is in the process of selecting a design-build solution to replace/renovate the Fire Station (Station 46). Due to the weather at National Night Out, PSFD is postponing their "Open House" to coincide with Music in the Park on Oct. 3rd. Tours of the station will take place from 4pm-6pm. This represents Outcome S-C in the Strategic Plan.
- E. Music in the Park, one of the key items in our Council Strategic Plan (Outcome 3-A) will continue on Friday, September 5th at 6 PM in Wrenn Miller Park. We will be featuring Bantam Rooster! See details on our social media sites.
- F. Fall Litter Sweep will take place on September 13th from 9-11 AM. Interested parties are asked to RSVP with Elizabeth Greeson at Town Hall at 336-454-1138. Groups will meet at the Jamestown Food Lion Parking lot and are asked to wear brightly colored, long sleeve shirts and high-top shoes to help protect from unseen hazards.
- G. Parks Director Scott Coakley is working on completing some sections of the new park and playground area and will be scheduling a soft opening of these facilities as soon as they are complete and the area is secure from hazards. We are as anxious as the public, but safety comes first. Please bear with us as we have been fighting the weather as well. Once a date is selected, we will advertise that on social media.



Key Dates:

September 4th – Bulk Pickup Day

September 5th – Music in the Park – Wrenn Miller Park – 6PM – 10 PM

September 8th – Regularly scheduled Planning Board meeting – 6 PM Civic Center Chambers

September 16th – Town Council meeting – 6 PM – Civic Center Chambers

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Rebecca Mann Rayborn, Mayor Pro Tem
Martha Stafford Wolfe
Pam Burgess
Sarah Glanville

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Consideration of Text Amendment - 2.13-2 Fences and Walls (LDO)

AGENDA ITEM #: VIII-A

☐

CONSENT AGENDA ITEM



ACTION ITEM

☐

INFORMATION ONLY

MEETING DATE: August 19, 2025

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

CONTACT PERSON: José Colón Rivera, AICP

SUMMARY:

A petition for a text amendment has been received and reviewed by the Planning Department. At the Town Council's July regular meeting, staff recommended setting a public hearing for August 19, 2025, at 6:00 p.m. in the Civic Center to consider amendments to Section 2.13-2 "Fences and Walls" of the Land Development Ordinance (LDO).

The proposed amendment would allow additional fence material (such as woven wire and cattle fencing) specifically within the Agriculture zoning district. These materials would not be permitted on any portion of property adjacent to a Scenic Corridor Overlay. The amendment also introduces specific height standards for these types of fences. Overall, the change is intended to provide greater flexibility for fencing on agricultural properties while preserving the aesthetics and visual character of the Town.

The Planning Board unanimously recommended approval of the amendment at its July 14, 2025, regular meeting. Your packet includes the text amendment application, the proposed amendment language, and a letter from the applicant.

ATTACHMENTS: Application, Text amendment -Redline, letter from applicant; Consistency statement approved by PB, Ordinance

RECOMMENDATION/ACTION NEEDED: Staff recommend approval as presented.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to approve the requested text amendment of the Land Development Ordinance and consistency statement as presented and to have the new ordinance become effective immediately.

FOLLOW UP ACTION NEEDED: Approval of a consistency statement for this request.



**Town of Jamestown, North Carolina
Department of Planning**

Application for Zoning Amendment

The following items must be submitted with this form before the application may be processed.

Please bring the following items with you when submitting your application form:

1. Copy of survey plat(s) and/or deed(s) or map to the parcel(s) requested for rezoning.
2. Completed *Adjoining Property Owner(s) List* form.
3. Completed *Project Questionnaire* included on page three of the application.
4. A site plan/development plan outlining features of the proposed use of the property (if new construction is proposed). The following items should be included on the plan:
 - Title, preparer, and date of plan
 - Property lines and dimensions
 - Easements affecting the property
 - Physical features such as flood plains
 - Setbacks, dimensions, floor area, and height of all existing and proposed buildings
 - Dimensions and locations of existing and proposed roads, driveways, entrances/exits, and parking areas (please label number of parking spaces on plan)
 - Location and description of site features such as landscaping, lighting, and signage (if proposed).

Additional Notes:

- Following approval of the rezoning application, your project may require additional permits. Please contact the Planning Department to discuss permits that may be required for the construction of your project at (336) 454-1138.
- By signing this form, you are granting permission for members of the staff or any appointed or elected board the right to access your property, including but not limited to the use of unmanned aerial systems to overfly your property.
- You (or a designated representative) are strongly encouraged to attend all public hearings for your project. Failure to appear may result in the delay of the application.

Applicant Information

Applicant Name: Scott Greason

4712 Weston Place Jamestown NC 27282

Street Address or P.O. Box

336-687-1983

City/State/Zip Code

sgreason@sjagnc.com

Home/Work Phone Number

Mobile Number

Email

Is the applicant the owner of the parcel(s) to be rezoned?

Yes

No

Owner Information

Owner Name:

Street Address or P.O. Box

City/State/Zip Code

Home/Work Phone Number

Mobile Number

Email

Applicant and Owner Certification and Signature

(If Applicant and Owner are different individuals, both must sign. If Applicant and Owner are the same, please sign as Owner.)

Applicant Signature: [Signature]

Date: 6/10/25

I, THE UNDERSIGNED, AM AN OWNER OF THE ABOVE-DESCRIBED PARCEL(S) AND CERTIFY I AM LEGALLY AUTHORIZED TO MAKE THIS APPLICATION FOR REZONING, HAVING THE PERMISSION OF ALL OTHER OWNERS (IF ANY).

Owner Signature: [Signature]

Date: 6/10/25

NOTARY STATEMENT:

State of NC, County of Burlington to wit: (SEAL)

I, Tammy B Salgado a notary public in and for the state and county aforesaid do hereby certify that Scott Greason whose name is subscribed to the foregoing statement, personally appeared before me in my state and county and acknowledged the same.

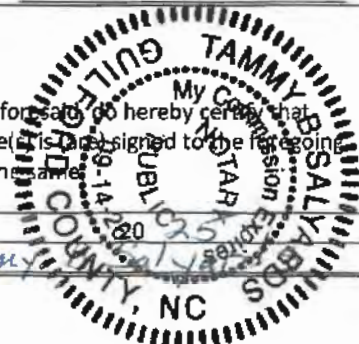
My commission expires 09/14/26

Given under my hand this 10th

Day of June

Notary Signature Tammy B Salgado

Printed Name of Notary: Tammy B Salgado



Permit Information			
Owner Requests Rezoning of the Following Parcel(s):			
Parcel #1: _____		Parcel Size: _____	
Tax Map ID	Acres/Square Ft	Street Address	
Current Parcel Zoning: _____		Request to Rezone to: _____	
Current Parcel Use:	Agricultural	Commercial	Industrial Residential Vacant/Unused
Owner Requests Rezoning of the Following Parcel(s):			
Parcel #2: _____		Parcel Size: _____	
Tax Map ID	Acres/Square Ft	Street Address	
Current Parcel Zoning: _____		Request to Rezone to: _____	
Current Parcel Use:	Agricultural	Commercial	Industrial Residential Vacant/Unused
Owner Requests Rezoning of the Following Parcel(s):			
Parcel #3: _____		Parcel Size: _____	
Tax Map ID	Acres/Square Ft	Street Address	
Current Parcel Zoning: _____		Request to Rezone to: _____	
Current Parcel Use:	Agricultural	Commercial	Industrial Residential Vacant/Unused
If you are requesting a Zoning Text Amendment, please provide proposed new language or uses below. Add additional sheets if necessary.			
Attached			
Adjoining Property Owner(s)			
Please list ALL property owner(s) and street address(es) of parcel(s) immediately adjoining AND directly across street(s), road(s), and highway(s) from parcel(s) requested for rezoning.			Tax Map Numbers
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')		
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')		
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')		
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')		
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')		

(5) Agriculture district. Galvanized wire, barbed wire, welded or woven wire, livestock/cattle fences are allowed in properties within the Agriculture zoning district if the proposed fence does not face right-of-way designated as a Scenic Corridor Overlay. Electric fencing is allowed, provided warning signage is installed per Jamestown standards. Fences in agriculture zoning are subject to location and height standards in Section 2.13-2 (B) and (C) of this ordinance. Additionally, a semi-opaque vegetative screen shall be required on the exterior side of the fence when adjacent to any residential district.

2.13-2.Fences and Walls.

(A)A zoning permit issued by the planning director shall be required for all fences and walls. The process for obtaining a zoning permit is set forth in Article 7.5 of this ordinance.

(B)Location.

(1)Fences shall not be erected over easements such as, but not limited to, access easements, utility easements, drainage easements, or any other public easement, without the explicit approval of the public services and planning departments. If fences or other barriers are allowed to cross such easements, the public services director may require the installer or landowner to install gates or other access points per standards and specifications set by the public services director to ensure access to such easements in the future as necessary and to minimize damage to private property.

(2)It is advised to construct the fence at least six inches inside the property line to avoid any civil disputes with abutting property owner(s).

(3)If there is a homeowner's association that regulates the property, those regulations should be observed as well. The planning department does NOT enforce such regulations but the owner is advised to adhere to the regulations, if they exist.

(C)Height.

(1)Established front yard, side yard, and rear yard abutting a street. Minimum of two feet maximum of five feet. Fences shall not exceed five feet in height in front of a line parallel to the front of the principal structure on the lot.

(2)Rear or side yard that does not abut a street. Fence may not exceed eight feet in height.

(3)Corner Lot. Fence may not exceed five feet in height in established backyard abutting street unless placed 15 or more feet inside the property boundary.

(4)Decorative caps or spires that extend above the highest horizontal member of the fence shall not be included in the measurement of height.

(5) To maintain an even fence line, a fence or freestanding wall erected on uneven ground may increase the height limit by not more than one foot at any point of depression.

(6) Agriculture district. Fences located along any property line abutting a public right-of-way or street, and along side property lines within the required 35-foot front setback, shall not exceed five feet in height. Fences along all other interior side and rear property lines shall not exceed eight feet in height.

Formatted: Font: Bold

(D) Materials.

(1) Permitted. Masonry wall, solid wood fence, decorative wood fence, vinyl fence. a. Permitted in side or rear yard only. Chain link-type fences coated with a vinyl coating in the colors of black, brown, or green.

(2) Permitted with conditions. Galvanized chain link, welded wire, or similar fencing materials, if used, shall be placed on the interior side of a masonry wall, solid wood fence, or decorative wood or vinyl fence that is equal to or greater in height than the chain link or welded wire fencing and demonstrates effective screening capability. (For example, the photograph below demonstrates a four feet high welded wire fence attached to the interior of a decorative split rail fence of equal height or greater that would perform to the standards of this section).

(3) Prohibited. Galvanized chain link (non-coated), welded wire, or similar fencing materials. Chain link fencing with woven slats of opaque material or other treatments intended to simulate an opaque fence shall not be permitted.

(4) Commercial district. Fences of chain link or similar material are permitted in the first 15 feet of an established yard abutting a street or alley only if placed on the interior side of a masonry wall or solid wood fence and planted with a semi-opaque vegetative screen between wall or fence and street or alley. Beyond the first 15 feet abutting a street or alley, such materials may be used if screened on the exterior side by evergreen shrubs planted no farther apart than six feet on center, minimum height two and one-half feet at installation, or if obscured from view by other screening method(s) which perform at the same or a higher level and are approved by the planning

department. In a commercial or industrial district where the side or rear yard abuts a residential or mixed-use district, chain link, welded wire, or similar fencing materials, if used, shall be placed on the interior side of a masonry wall, solid wood fence, or decorative wood fence that is equal to or greater in height than the secure fencing and demonstrates effective screening capability. Additionally, a semi-opaque vegetative screen shall be required on the exterior side of the fence.

~~(5) Agriculture district. Galvanized wire, barbed wire, welded or woven wire, livestock/cattle fences are allowed in properties within the Agriculture zoning district if the proposed fence does not face right-of-way designated as a Scenic Corridor Overlay. Electric fencing is allowed, provided warning signage is installed per Jamestown sign standards (Section 17.6-1). Additionally, a Type C Buffer Yard shall be required on the exterior side of the fence when adjacent to any residential district.~~

~~(5)(6)~~ Maintenance of existing non-conforming materials. Existing non-conforming fence materials may be repaired and maintained with the same or similar material.

Formatted: Indent: Left: 1.5"

Formatted: Font: Bold

Formatted: Font: Bold

To the Jamestown Planning Board and Town Council,

I am writing to formally request a revision to the current fence regulation in the Town of Jamestown to allow for appropriate cattle fencing on agricultural land that is not located within the designated “scenic corridor.”

As a resident and agricultural landowner in Jamestown, I deeply value our town’s balance of rural charm and responsible development. However, the existing fence restrictions limit my ability—and that of other landowners—to safely and effectively manage livestock, particularly cattle, on parcels of land that are clearly zoned and used for agricultural purposes but fall outside the protected scenic areas.

Cattle fencing is a fundamental and long-standing necessity for maintaining both the safety of livestock and the security of surrounding properties. Modern cattle fencing options are functional, unobtrusive, and can be designed to blend with the natural landscape. By allowing cattle fencing on agricultural lands outside the scenic corridor, the town can support its agricultural heritage and economy without compromising its aesthetic values.

I respectfully urge the Planning Board and Town Council to consider a modification to the fencing ordinance that permits cattle fencing on agricultural land, provided that it meets reasonable safety and construction standards and is not located within the town’s scenic corridor boundaries.

Thank you for your time and consideration of this request. I would be happy to attend a meeting or provide further input as needed.

Sincerely,

Scott Greeson

MOTION FINDING PROPOSED AMENDMENT CONSISTENT WITH COMP PLAN

I make a motion that the proposed zoning amendment **be approved** based on the following:

1. *The proposed zoning amendment is consistent with the adopted comprehensive plan of the Town of Jamestown.* The Planning Board further finds that the proposed zoning amendment is consistent with the comprehensive plan because: periodic updates to the zoning texts are necessary based upon changing conditions, regulations, and laws. Updates establish Town compliance with regulating bodies and ensure that guiding documents are accurately operational for each of the current goals of the comprehensive Land Development Plan.

AND

2. *The proposed zoning amendment is reasonable.* The Planning Board considers the proposed zoning amendment to be reasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be reasonable is adopted by reference.

B. The Planning Board further finds that the proposed zoning amendment is reasonable because: it adds clear and specific standards for fencing within the Agriculture zoning district, including types of permitted fencing and conditions such as vegetative screening adjacent to residential areas, which helps improve interpretation and implementation of the ordinance.

AND

3. *The proposed zoning amendment is in the public interest.* The Planning Board considers the proposed zoning amendment to be in the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be in the public interest is adopted by reference.

B. The Planning Board further finds that the proposed zoning amendment is in the public interest because: it provides flexibility for agricultural property owners while protecting residential neighbors through screening and placement standards, promoting compatibility between uses and contributing to a safe, visually coherent community.

[Call for second etc.]

AGAINST

MOTION FINDING PROPOSED AMENDMENT INCONSISTENT WITH COMP PLAN

I make a motion that the proposed zoning amendment **be rejected** based on the following:

1. *The proposed zoning amendment is **not** consistent with the adopted comprehensive plan of the Town of Jamestown.* The Planning Board finds that the proposed zoning amendment is inconsistent with the comprehensive plan because: it does not provide necessary clarity to the ordinance .

AND

2. *The proposed zoning amendment is **not** reasonable.* The Planning Board considers the proposed zoning amendment to be unreasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be unreasonable is adopted by reference.

B. The Board further finds that the proposed zoning amendment is unreasonable because: the standards are unclear and may be hard to apply or enforce.

AND

3. *The proposed zoning amendment is **not** in the public interest.* The Board considers the proposed zoning amendment to be against the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be against the public interest is adopted by reference.

B. The Board further finds that the proposed zoning amendment is against the public interest because: the document is more difficult to apply.

[Call for second etc.]

AN ORDINANCE AMENDING THE LAND DEVELOPMENT ORDINANCE
OF THE TOWN OF JAMESTOWN, NORTH CAROLINA

Text Amendment 2025-01

WHEREAS, the Town of Jamestown, North Carolina pursuant to the authority conferred by the North Carolina General Statute §160A-364 enacted an Official Zoning Ordinance, also referred to as the Land Development Ordinance, for the Town of Jamestown, North Carolina;

WHEREAS, the Town of Jamestown, North Carolina pursuant to the authority conferred by the North Carolina General Statutes §160A-364 through §160A-366 and §160A-381 through §160A-392 may from time to time as necessary amend, supplement, change, modify or repeal certain of its zoning regulations and restrictions and zoned boundaries; and

WHEREAS, the Town Council of the Town of Jamestown, North Carolina pursuant to the authority conferred by the North Carolina General Statutes §160A-381 through §160A-394 does hereby recognize a need to amend the text of certain articles of the Town of Jamestown Land Development Ordinance; and

WHEREAS, the Town Council finds that it is necessary to update Section 2.13-2 “Fences and Walls” to allow additional fencing materials and standards in the Agriculture (AG) zoning district while maintaining scenic corridor protections and overall community aesthetics.

NOW, THEREFORE, IN ORDER TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JAMESTOWN, NORTH CAROLINA:

Part 1. That Section 2.13-2 “Fences and Walls” of the Land Development Ordinance is hereby amended to read as follows (new and amended text included):

(C)(6) Agriculture District Height Standards.

Fences located along any property line abutting a public right-of-way or street, and alongside property lines within the required 35-foot front setback, shall not exceed five (5) feet in height. Fences along all other interior side and rear property lines shall not exceed eight (8) feet in height.

(D)(5) Agriculture District Materials.

Galvanized wire, barbed wire, welded or woven wire, and livestock/cattle fences are allowed in properties within the Agriculture (AG) zoning district if the proposed fence does not face a right-of-way designated as a Scenic Corridor Overlay. Electric fencing is allowed, provided warning signage is installed per Jamestown sign standards (Section 17.6-1). Additionally, a Type C Buffer Yard shall be required on the exterior side of the fence when adjacent to any residential district.

All other provisions of Section 2.13-2 remain unchanged.

Part 2. This Ordinance shall be effective immediately upon its adoption.

Adopted this the _____ day of _____, 2025.

Attest:

Town Council
Town of Jamestown, North Carolina

S. Lynn Montgomery, Mayor

Katie M. Weiner, Assistant Manager/Town Clerk

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



Council Members
Rebecca Mann Rayborn, Mayor Pro Tem
Martha Stafford Wolfe
Pam Burgess
Sarah Glanville

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Historic Jamestown Society Contract

AGENDA ITEM #: IX.A

☐

CONSENT AGENDA ITEM



ACTION ITEM

☐

INFORMATION ONLY

MEETING DATE: August 19, 2025

ESTIMATED TIME FOR DISCUSSION: 5

DEPARTMENT: Finance

CONTACT PERSON: Faith Wilson

SUMMARY:

We have received a request from the Historic Jamestown Society (Society) for funding for the 25-26 fiscal year. The contract will be for cultural and historical programming and conservation.

Based on the priorities provided by the Director of the Historic Jamestown Society, we recommend the following be approved to be included in our contract with the Historic Jamestown Society:

Cultural and historical programming and conservation-\$10,500.

ATTACHMENTS: Contract

RECOMMENDATION/ACTION NEEDED: Approval of the contract with Historic Jamestown Society

BUDGETARY IMPACT: \$10,500

SUGGESTED MOTION: Approve the annual contract with Historic Jamestown Society for cultural and historical programming and conservation to be provided for the residents of the Town of Jamestown.

FOLLOW UP ACTION NEEDED:

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

CONTRACT FOR SERVICES
THE HISTORIC JAMESTOWN SOCIETY, INC.

THIS CONTRACT, entered into as of the 1st day of July 2025, by and between the Town of Jamestown, (hereinafter referred to as "the TOWN"), and The Historic Jamestown Society, Inc., a North Carolina Non-Profit Corporation (hereinafter referred to as "the SOCIETY").

WITNESSETH:

WHEREAS, the TOWN has appropriated certain funds for the SOCIETY, as hereinafter stated, from the TOWN's General Fund Budget. In exchange for said funding, the SOCIETY has agreed to perform certain services of a public nature for the TOWN. Therefore, it is mutually agreed and understood between the TOWN and the SOCIETY as follows:

1. **TERM OF CONTRACT:** This Contract shall commence on July 1, 2025 and shall end on June 30, 2026. If the SOCIETY shall at any time breach any part of this Contract, then this Contract shall immediately terminate upon receipt of written notice of the same, signed by the Town Manager or his/her designee.
2. **SERVICES TO BE PERFORMED:** The SOCIETY, in and for the consideration of the funding provided to it by the TOWN as set forth in Sections 4 and 5 below, agrees to provide to the citizens and residents of the Town of Jamestown access to cultural and historical programming and conservation efforts. The SOCIETY agrees to immediately notify the Town Manager in writing of any significant change in the type or level of services to be offered.
3. **STATUTORY FUNDING AUTHORIZATION:** The TOWN is authorized to provide support for museums and related programming for its citizens as described in Section 2 above pursuant to North Carolina General Statute §160A-488.
4. **ANNUAL APPROPRIATION:** For Fiscal Year 2025-2026, the amount of funding appropriated for the SOCIETY by the TOWN is \$10,500.00.
5. **PAYMENT:** The TOWN will pay the annual appropriation to the SOCIETY as follows: The Society will submit receipts directly related to programmatic and conservation efforts. The Town will reimburse the Society in a total amount not to exceed \$10,500.00 for all approved invoices incurred by the SOCIETY. Said payments shall be mailed to the SOCIETY at: P.O. Box 512, Jamestown, North Carolina 27282.
6. **USE OF FUNDS:** Funding provided to the SOCIETY under this Contract shall be used exclusively to provide the programming and conservation services outlined in Section 2. No funds provided by the TOWN shall be used for fund raising, political purposes, or any other purpose other than providing those services outlined in Sections 2 and 5 above as authorized under North Carolina General Statute §160A-488.

7. **ANNUAL ACTIVITY REPORT:** The SOCIETY shall provide to the TOWN an annual report of the accomplishments and services provided under this Contract. The report shall be submitted, together with any future funding request, to the TOWN by March 1 of 2025, and shall contain information for the previous fiscal year.
8. **FINANCIAL REPORTING:**
- A. Funds paid under the terms of this Contract shall be reported as municipal support and clearly identifiable in the SOCIETY financial statements.
- B. The SOCIETY agrees that it will provide the TOWN with an annual financial report derived from the SOCIETY accounting system for the year-end period. The SOCIETY shall also provide a copy of its IRS Form 990 for each year. The report and IRS Form 990 are due to the TOWN one hundred and twenty (120) days after the SOCIETY's year-end.
9. **PUBLIC INFORMATION:** The report and IRS Form 990 referenced in Section 8B shall also be made available to the general public upon request.
10. **INDEPENDENT CONTRACTOR:** The SOCIETY is a non-profit corporation established under the laws of the State of North Carolina, and is an independent contractor. The SOCIETY is not an agent, officer, or employee of the TOWN and shall have no authority to act as an agent of the TOWN, nor enter into any Agreement for, or on behalf of, the TOWN. The SOCIETY shall at all times maintain its status as a non-profit corporation organized to do business in the State of North Carolina. In addition, employees of the SOCIETY shall not, in any way, be considered employees of the TOWN.
11. **ASSIGNMENT:** The SOCIETY shall not assign its rights under this Contract or any part thereof, nor delegate or subcontract any performances hereunder, nor subcontract without first obtaining the TOWN'S written approval thereof.
12. **MODIFICATION:** This Contract may be modified only by a written instrument duly executed by the parties or their respective successors.
13. **NOTICES:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by first class and/or registered or certified mail to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:
- | | |
|--------------------------------------|---------------------|
| SOCIETY: | TOWN: |
| Director | Town Manager |
| The Historic Jamestown Society, Inc. | Town of Jamestown |
| PO Box 512 | 301 E. Main Street |
| Jamestown, NC 27282 | Jamestown, NC 27282 |

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt (if sent via first class mail) on the date which is five (5) business days after said notice was deposited with the United States Postal Service.

14. INSURANCE AND LIABILITY: The SOCIETY will maintain worker's compensation and employer's liability insurance for employees as required by current North Carolina and Federal law. Current valid insurance policies meeting the requirements herein identified shall be maintained to be considered an "eligible contractor" of the TOWN. The SOCIETY will maintain insurance policies at all times in the amounts and terms set forth as follows:

- A. Worker's Compensation Insurance shall be maintained covering all employees in an amount necessary to comply with the laws of the State of North Carolina and all federal laws, and to qualify for the Commercial General Liability policy described below.
- B. The SOCIETY agrees to keep its personal property, artifacts, buildings and structures held in trust by it, including all alterations, additions and improvements, insured against loss or damage by fire or other casualty and all perils insured under a separate "all risks" policy in an amount equal to the full insurable replacement cost value of the property.
- C. The SOCIETY agrees to maintain in force throughout the term of this Contract commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage with minimum combined limits of liability of not less than \$1,000,000.00 per occurrence and aggregate limits of not less than \$2,000,000.00. Such policy shall insure the SOCIETY's performance of the indemnity provisions of this Contract, but the amount of such insurance shall not limit the SOCIETY's liability nor relieve the SOCIETY of any obligation hereunder.
- D. All policies in B and C above shall name the TOWN as an additional insured, and must provide that the TOWN be given thirty (30) days advance written notice of a cancellation, failure to renew, or material change. The SOCIETY shall provide evidence of all insurance required by this Contract.

15. INDEMNIFICATION: The SOCIETY will, to the fullest extent permitted by law, indemnify, defend, and hold harmless, the TOWN from and against any and all claims, liabilities, losses, damages, costs, or expenses. This includes, without limitation, reasonable attorney's fees, awards, fines, or judgments arising out of, or relating to, any or all of the following:

- A. Damages to persons, personal property, or the TOWN caused by an act or omission of the SOCIETY; and
- B. All claims, suits, losses, injuries, death, and property liability, including, without limitation, expenses in connection with any such claim or suit, including reasonable attorney's fees, occurring

in the performance of the proposed services; and

- C. All claims and liabilities resulting from the SOCIETY's violation of federal, state, or local statute, regulation, or ordinance; and
 - D. In the event that any goods, services, or processes sold and delivered or sold and performed is defective in any respect whatsoever, the SOCIETY will indemnify and hold harmless the TOWN from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that happen or occur in connection with the use or sale of such goods, services, or processes.
- 16. STRICT COMPLIANCE:** The TOWN may at any time insist upon strict compliance with these terms and conditions despite any previous course of dealing or course of performance between the parties that may have been contrary to the terms of this Contract.
- 17. SEVERABILITY:** In the event that any provision herein is deemed invalid or unenforceable, the other provisions will remain in full force and effect, and binding on both parties.
- 18. SURVIVAL:** All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between the TOWN and the SOCIETY will survive the completion of the services and the termination of the Contract.
- 19. GOVERNING LAW:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, is governed by the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this Contract, to the exclusive jurisdiction of the General Courts of Justice of North Carolina. In addition, the parties agree that the exclusive venue for any legal proceeding will be Guilford County, North Carolina.
- 20. ENTIRE AGREEMENT:** This Contract represents the entire understanding and agreement between the parties with respect to contracting for those services as outlined in Section 2. This Contract supersedes all prior agreements, whether written or oral, that may exist between the parties with respect to contracting for those services as outlined in Section 2. In addition, no subsequent amendment or modification to this Contract or waiver of any provisions will be effective unless in writing and signed by both parties.
- 21. CHANGES IN BYLAWS AND INSURANCE POLICIES:** In the event of any change in the SOCIETY's bylaws, or insurance policies, the SOCIETY agrees that it shall immediately notify the Town Manager. The SOCIETY shall have this CONTRACT approved by its Board of Trustees with a copy of the minutes approving this CONTRACT being submitted to the TOWN at the time of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the _____ by their respective duly authorized representatives.

THE TOWN OF JAMESTOWN

BY: _____
Lynn Montgomery, Mayor

THE HISTORIC JAMESTOWN SOCIETY, INC.

BY: _____
Chair-Board of Trustees

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

By: _____
Faith Wilson
Finance Director

NC LOCAL GOVERNMENT STANDARD CONTRACTUAL TERMS & CONDITIONS RIDER

THIS LGR is hereby made and entered into by and between THE TOWN OF JAMESTOWN (the “Town”) and any and all parties entering into any contract, memorandum of understanding, or other agreement of any kind, for the provision of goods, services, or other consideration of any kind, to the Town referencing its existence or inclusion as a part thereof (the “Contractor”).

Any such instrument(s) together with any and all exhibits, addenda, riders and/or any other instruments attached to, or incorporated by reference therein, shall be collectively referred to hereinafter as the “Contract”.

WITNESSETH:

WHEREAS, Town is a body politic of the State of North Carolina, subject by operation of law to certain additional rules, regulations, and laws applicable to public and/or governmental bodies including without limitation certain operational and contractual requirements; and

WHEREAS, the risk of financial default under a contract entered into by such a governmental body is substantially lower than the ordinary risk of financial default attributable to private or commercial entities; and

WHEREAS, Town has established this LGR for the non-exclusive purposes of expediting its contract review and approval process, to document notice of its governmental status, and to protect its citizens and the public at large from illegal or unfair obligations otherwise imposed under certain adhesion contracts; and

WHEREAS, Town is prohibited by applicable law from executing the Contract without modification by this LGR, or has otherwise determined it is not in the best interests of its citizens and the public at large to do so without the additional terms and conditions of this LGR being made a part thereof.

NOW THEREFORE, in exchange of the mutual covenants made herein, and for other good and valuable consideration exchanged between the parties, the sufficiency of which is hereby acknowledged, including but not limited to the inducement of Town to enter into the Contract as modified by this LGR, the parties agree as follows:

PART A: CONTRACTUAL INCORPORATION & PRECEDENCE OF LGR WITHIN CONTRACT:

1. Contract Incorporation: THE TERMS AND PROVISIONS OF THIS LGR SHALL BE DEEMED FULLY AND

COMPLETELY INCORPORATED INTO, AGREED TO, AND ACCEPTED BY, ALL PARTIES ENTERING

INTO ANY CONTRACT WHICH REFERENCES THEIR EXISTENCE IN ANY WAY; including to the fullest extent

permitted by law, incomplete or non-specific references to their existence where any party could with reasonable due diligence have ascertained the existence and content of its terms. This LGR shall continue to apply to any modification or amendment to the Contract made hereafter unless this LGR is specifically

made inapplicable and described with particularity therein. Partial performance by any party under such a Contract without formal execution thereof, shall be considered as agreement to, and acceptance of, these LGR terms and conditions.

- a. Without limiting the generality of the foregoing statement, the LGR may be incorporated by specific reference into any Contract by reference by inserting the following suggested italicized language therein prior to its execution:

<i>Notwithstanding any statement or provision herein to the contrary, the terms and provisions of that "NC Local Government Standard Contractual Terms & Conditions Rider" or "LGR" are hereby incorporated into this instrument by reference, as if fully set out herein, and shall supersede, control over and prevail in the event of any conflict with the provisions of this instrument and/or any exhibit, addenda, or attachment hereto.</i>
<i>NTE Limit: \$ _____</i> <i>The total annual compensation to be paid hereunder shall not exceed the NTE Limit stated without the prior written approval of the Town Manager.</i>
<i>Pre-Audit Certification: This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</i>
_____ Town Finance Officer

2. **Condition Precedent:** Each party entering into any such Contract further agrees that the incorporation of this LGR into the terms and conditions of the Contract shall be deemed to be a **MATERIAL CONDITION PRECEDENT** to Town's acceptance of such Contract, and to the validity and enforceability of said Contract against Town by any party thereto as well as to any later amendment or modification to the primary Contract.
3. **Contractual Conflict & Precedence:** **NOTWITHSTANDING ANY STATEMENT OR PROVISION WITHIN THE CONTRACT TO THE CONTRARY, AND EXCEPT FOR ANY "ADDITIONAL TERMS & CONDITIONS" AGREED TO BETWEEN THE PARTIES PURSUANT TO THE IMMEDIATELY FOLLOWING PARAGRAPH, THE TERMS AND CONDITIONS OF THIS LGR SHALL SUPERSEDE, CONTROL OVER, AND PREVAIL IN THE EVENT OF ANY CONFLICT WITH ANY DIFFERING OR CONTRARY TERMS OR CONDITIONS OF THE CONTRACT.** Except to the extent they are inconsistent with or modified by this LGR, the terms and conditions of the contract shall remain in full force and effect.
4. **Additional Terms & Conditions:** To the extent the parties require any additional or specific modifications or amendments to the Contract, or to this LGR itself, the same shall be reduced in writing and attached to the Contract labeled as **"Additional Terms & Conditions"** which shall clearly reference the Contract to which it applies, shall state that it takes precedence over, and shall control in the event of any conflicts with, both the Contract and any Local Government Rider", and shall be separately signed by all parties concurrently with their execution of the Contract instrument(s).

PART B: STANDARD LOCAL GOVERNMENT PROVISIONS:

1. **Public Records & Confidentiality:** Town is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Contract, Town shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by Town in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws.
2. **Limitation on Contractual Authority:** For Agreements in amounts of Fifty Thousand (\$50,000) or more, only the Mayor on behalf of the Town Board of Commissioners or another specifically designated in writing by said person(s) to exercise their respective authority related to the Agreement shall be authorized to enter into, modify or otherwise bind the Town to the Agreement in any way. For any Agreement in an amount under Fifty Thousand (\$50,000), only the Town Council, the Town Manager, or another agent specifically designated in writing by either to exercise their respective authority related to the Contract shall be authorized to enter into, modify, or otherwise bind the Town to the Contract in any way. Any such action shall be taken only by the signed written consent thereof, and no party shall rely upon any verbal communications, or otherwise upon the authority of any other agent of the Town in lieu thereof. This provision shall apply to prevent any inadvertent or passive modifications to the terms of the Contract through communications between the parties as may otherwise be allowed by law, including but not limited to any such provisions of the North Carolina Uniform Commercial Code, if applicable.
3. **Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered:** Payment (partial or otherwise) for any physical goods or materials to be provided to the Town pursuant to the Contract, shall not be due or owed by the Town until after actual delivery and acceptance of any such physical items.
4. **E-Verify Certification:** At all times during performance of the Contract, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes, and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by Town.
5. **Divestment Act Certification:** The Contractor hereby certifies that as of the date listed below, it is not on any of the Final Divestment Lists as created by the state Treasurer pursuant to The Sudan (Darfur) Divestment Act of 2007, as amended, The Iran Divestment Act of 2015, as amended, or the Divestment from Companies Boycotting Israel Act of 2017, as amended, respectively codified in NCGS §147-86.41 et seq., NCGS §147-86.55 et seq. and NCGS §147-86.80 et seq. Contractor shall not utilize in the performance of the contract any subcontractor that is identified on any Final Divestment List.
6. **Constitutional Limitation on Town Indemnification:** The parties acknowledge and understand that an unlimited indemnification by Town constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnifications given by Town to any party under the Contract shall be deemed to be given only to the fullest extent allowed by law.
7. **Contingent Funding/Non-Appropriations Clause:** Notwithstanding anything to the contrary within the Contract or this LGR, all financial obligations of the Town under the Contract are dependent upon, and subject to, the continuing allocation of funds by the Town Board of Commissioners for such purpose. The Contract shall automatically terminate if such funds cease to be allocated or available for any reason.

8. Not to Exceed (NTE) Limit: Unless otherwise approved in writing by Town, the total amount of compensation payable by Town to all parties under the Contract during each fiscal year of Town (running from July 1 to June 30 of the following calendar year) shall not exceed the amount, if any, which is specifically listed within the Contract as an "NTE Limit" or which is otherwise described as a maximum annual compensation amount to be paid hereunder and not exceeded, without the Town Manager's prior written approval. This amount typically represents the total combined budget normally allocated for the services to be rendered under the Contract, and may be increased unilaterally by Town from time to time, only through the written approval of the Town Manager for amounts totaling less than Fifty Thousand (\$50,000) and only through the written approval of the Town Board of Commissioners via the Mayor for amounts totaling Fifty Thousand (\$50,000) or more. Such approval may be given via email and said increased amount approved and preaudited by the Finance Director.
9. Pre-audit & Purchasing Policy Notices: Per NCGS § 159-28 no contract with a local government including the Town requiring the payment of any public funds is valid unless properly pre-audited in the manner required by said statute. The Contract must contain a Pre-audit Certificate signed by the Town Finance Officer or their Deputy which shall take substantially the following form "This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act." Failure to obtain a pre-audit upon the Contract makes the contract invalid and unenforceable per state law. Additionally, pursuant to Town purchasing policies, no obligation of \$500 or more for any goods sold or services rendered to Town is validly enforceable without a valid signed contract, or a signed Purchase Order for such goods or services.
Contact the Town Finance Office at 336-454-1138 with any questions or for further information related to this provision.
10. General Legal Compliance: Any party providing goods or services of any kind to the Town pursuant to this Contract hereby agrees to do so in compliance with any and all applicable local, state, or federal rules, regulations, or laws, and shall be solely responsible for the failure to abide by the same unless otherwise agreed in writing by the Town. Without limiting the generality of the foregoing paragraph:
- a. Non-Discrimination. During the performance of the Agreement, all parties agree not to discriminate against any employee or applicant for employment in terms of initial employment, tenure, terms of employment or otherwise because of race, color, religion, sex, national origin, political affiliation or belief, age, sexual orientation, ancestry or disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. All parties will post, when appropriate, all notices related to nondiscrimination as may be required by applicable law.
 - b. Federal Uniform Guidance Requirements: If the source of funds for this Contract are federal funds, the following non-exclusive federal provisions shall apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), and all parties hereto agree to comply with any and all such applicable provisions.
 - i. Equal Employment Opportunity (41 C.F.R. Part 60);
 - ii. Davis-Bacon Act (40 U.S.C. 3141-3148);
 - iii. Copeland "Anti-Kickback" Act (40 U.S.C. 3145);
 - iv. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
 - v. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387);

- vi. Debarment and Suspension (Executive Orders 12549 and 12689);
 - vii. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - viii. Procurement of Recovered Materials (2 C.F.R. § 200.322); and
 - ix. Record Retention Requirements (2 CFR § 200.324)
- c. Worker's Compensation Insurance, Certifications, & Indemnification: Each party is solely responsible for obtaining and maintaining at all times any and all policies of Worker's Compensation Insurance to lawfully cover itself, and any and all of its employees, contractors, or subcontractors employed in the provision of any work or services under the Contract, or as otherwise required by law.
- i. Unless specifically agreed to in writing as part of the terms of the Contract, Town shall not be required to obtain any such insurance for any of the employees, contractors, or subcontractors of any other party to the Contract, and all such parties hereby agree to promptly provide certificates of such coverage, or other adequate proof thereof upon Town's request, and further to immediately notify Town in the event of any loss or disruption of any such coverage during the term of the Contract as a material term hereof.
 - ii. Town is hereby authorized to withhold payments under the Contract pending receipt of proof of such insurance coverage if applicable without being in breach of the Contract.
 - iii. All parties also hereby agree to indemnify and hold each other harmless from any and all damages or liability arising from any subsequent determinations by any parties including without limitation each party's own insurance auditors, that any Worker's Compensation Insurance required to be obtained and maintained by any party to the Contract as stated above was not actually obtained or maintained.

PART C: OTHER GENERAL PROVISIONS

Notwithstanding anything within the Contract to the contrary:

1. Choice of Law, Forum, & Pre-Litigation Mediation: This Contract is made and entered into in The Town of Jamestown, North Carolina and shall be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of this Contract shall be filed in the appropriate court located in the jurisdiction of Guilford County, North Carolina. The parties agree in good faith to first submit any disputes to that formal process known as mediation being that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned on a case by Court Administration in Guilford County North Carolina will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.
2. Construction & Headings: No rule of construction shall apply against any party as the drafter of the Contract which is the result of an arms-length negotiation between the parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only, and shall not be deemed to affect the meaning or interpretation of the Contract terms and conditions.

3. Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.
4. Modification: No modifications of the Contract shall be valid unless reduced to writing signed by all parties hereto.
5. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.
6. Signature Warranty: Any party executing the Contract as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the State of North Carolina, and further that any such party executing the Contract on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.
7. Additional Limitation of Scope of Town Indemnification: If applicable, any indemnification given by Town shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of Town's own officers, officials, employees or agents only; and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.
8. Waiver of Consequential/Punitive Damages: Under no circumstances whatsoever, shall any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another party, including court costs, fees, and reasonable attorneys' fees associated therewith shall be recoverable by such a prevailing party.
9. Savings Provision: Town shall not be held in default of the Contract or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within fifteen days (15) days written notice thereof by the party alleging such default. If Town cures any default within that period, no breach of the Contract shall be deemed to have occurred.
10. Electronic and/or Duplicate Execution & Order of Execution: The Contract may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and affect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with Town shall execute the Contract first and deliver a fully signed copy thereof to the Town for its counter-execution and delivery of a fully signed copy to all parties.
11. Notices. All notices and other communications required or permitted by the Agreement shall be in writing and shall be given either by personal delivery, fax or certified United States mail, return receipt requested, addressed as follows:

To the Town:
Attn: Town Manager
301 E. Main Street
Jamestown, NC 27282

To Contracting Party(ies):

Attn: __ _

12. The Agreement and/or relationship among the parties shall not be used for any advertising purposes, including referrals or testimonials, by either party without the express written consent of the other party.

[Remainder of Page Intentionally Blank – Signatures to Follow]

IN WITNESS WHEREOF, the parties hereby set their respective hands and seals on the dates noted below.

TOWN OF JAMESTOWN

BY: _____ (SEAL) Date: _____

ATTEST: _____ Date: _____

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

_____, Acting Finance Director Date: _____

(COMPANY_NAME)

BY: _____ (SEAL) Date: _____

ATTEST: _____ Date: _____