



Settled 1752
JAMESTOWN
NORTH CAROLINA

Regular Meeting of the Town Council

July 21, 2026

6:00 pm in the Council Chambers

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 the minutes from the June 4th Budget Work Session
 - B. Approval of the minutes from the June 23rd regular Town Council meeting
 - C. Approval & Sealing of the closed session minutes from the June 23rd Town Council meeting
 - D. Reappointment of Donald Dale, Jr. to serve an additional term as an ETJ Planning Board Member
 - E. Approval of renewal of contract for engineering and inspection services for FY 2026/2027
 - F. Approval of the First Amendment to Statement of Agreement regarding the Consolidated Municipal Alcohol and Beverage Control System in Jamestown and High Point
 - G. Approval of the Interlocal Agreement regarding Funding for the Jamestown Public Library
 - H. Approval of contract for services with the YMCA
 - I. Approval of contract for services with the Jamestown Public Library
 - J. Approval of contract for services with Fusion
 - K. Approval of contract for services with the Jamestown Historic Society
 - L. Financial Position of the Town of Jamestown
 - M. Budget Amendment #1
- III. Public Comment**
- IV. Proclamation declaring July as Parks and Recreation Month in the Town of Jamestown- Council Member Burgess**
- V. Presentation of a Resolution honoring the service of Charles Clapp, Jr. on the Parks and Recreation Committee- Council Member Burgess**
- VI. A Resolution expressing gratitude and appreciation of the Town Council of the Town of Jamestown to Governor Josh Stein, Senator Phil Berger, and Representative Alan Branson for their support of funding for the Town of Jamestown Fire Station Project- Council Member Westmoreland**
- 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 text amendments to the Land Development Ordinance (LDO) to Articles 3, 7, and 18 regarding Flood Damage prevention for Federal Emergency Management Agency (FEMA) Compliance and Adoption of revised Flood Insurance Rate Maps (FIRM) Maps- José Colón, Planning Director
 - B. Public Hearing for the consideration of the rezoning of a property located at 4909 Guilford College Road (Parcel #156695) from Agriculture (AG) to Conditional Zoning-Single Family Residential (CZ-SFR)- José Colón, Planning Director
 - C. Consideration of the adoption of the Town of Jamestown's Strategic Plan- Matthew Johnson, Town Manager

IX. New Business-

- A.** Consideration of approval of a special event permit request for the Jamestown Christmas Parade- Cliff Paddock, Jamestown Rotary Club Representative
- B.** Parks and Recreation Quarterly Report- Scott Coakley, Parks and Recreation Director
- C.** Discussion regarding the Oakdale Sidewalk Project- Matthew Johnson, Town Manager
- D.** Consideration of amendment to the Personnel Policy regarding annual leave rates- Matthew Johnson, Town Manager

X. Public Comment

XI. Other Business

XII. Closed Session per NCGS 143-318.11(a)(3) to consult with the Town Attorney to preserve the Attorney Client Privilege between the Town Attorney and the Town Council

XIII. Adjournment

Working Agenda for the July 21st 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 Dickenson	Mayor Dickenson to call the meeting to order.
6:00 pm	A. Roll Call	Call on K. Weiner	Weiner to take roll call.
6:00 pm	B. Pledge of Allegiance	Mayor Dickenson	Mayor Dickenson to lead everyone in the Pledge of Allegiance.
6:00 pm	C. Moment of Silence	Mayor Dickenson	Mayor Dickenson to call for a moment of silence
6:00 pm	D. Approval of Agenda	Mayor Dickenson	Mayor Dickenson 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 the minutes from the June 4 th Budget Work Session B. Approval of the minutes from the June 23 rd regular Town Council meeting C. Approval & Sealing of the closed session minutes from the June 23 rd Town Council meeting D. Reappointment of Donald Dale, Jr. to serve an additional term as an ETJ Planning Board Member E. Approval of renewal of contract for engineering and inspection services for FY 2026/2027 F. Approval of the First Amendment to Statement of Agreement regarding the Consolidated Municipal Alcohol and Beverage Control System in Jamestown and High Point G. Approval of the Interlocal Agreement regarding Funding for the Jamestown Public Library H. Approval of contract for services with the YMCA I. Approval of contract for services with the Jamestown Public Library J. Approval of contract for services with Fusion K. Approval of contract for services with the Jamestown Historic Society L. Financial Position of the Town of Jamestown M. Budget Amendment #1		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	Call on K. Weiner	Please state your name and adhere to the 3 minute time limit
6:20 pm	IV. Proclamation declaring July as Parks and Recreation Month in the Town of Jamestown	Council Member Burgess	Council Member Burgess to present a Proclamation declaring July as Parks and Recreation Month in the Town of Jamestown to Parks and Recreation staff.
6:25 pm	V. Presentation of a Resolution honoring the service of Charles Clapp, Jr. on the Parks and Recreation Committee	Council Member Burgess	Council Member Burgess to present a Resolution to Charles Clapp, Jr. in honor of his service on the Parks and Recreation Committee.
6:30 pm	VI. Resolution expressing gratitude and appreciation of the Town Council of the Town of Jamestown to Governor Stein, Senator Berger, and Representative Branson	Council Member Westmoreland	Council Member Westmoreland to present the Resolution expressing gratitude and appreciation of the Town Council of the Town of Jamestown to Governor Josh Stein, Senator Phil Berger, and Representative Alan Branson for their support of funding for the Town of Jamestown Fire Station Project to any representatives present.

6:40 pm	VII. Monthly Reports		
6:40 pm	A. Manager Report	Call on M. Johnson	Johnson to present his monthly Manager’s Report to Town Council.
6:45 pm	B. Council Member Committee Reports	Mayor Dickenson	Mayor Dickenson to request that Council Members give reports for any Committees that they serve on.
6:50 pm	C. Guilford County Sheriff’s Department Report	Call on Deputy Hernandez	Mayor Dickenson to call Deputy Hernandez forward to present the monthly Guilford County Sheriff Department Report
6:55 pm	VIII. Old Business		
6:55 pm	A. P.H. for the consideration of text amendments to the LDO to Articles 3, 7, and 18 regarding FEMA Compliance and Adoption of revised FIRM Maps	Call on J. Colón	Colón to present information on the proposed text amendments to the LDO regarding FEMA Compliance and Adoption of revised FIRM Maps. Mayor Dickenson to open the public hearing to anyone that would like to speak regarding the proposed text amendments. Please state your name and adhere to the 3 minute time limit. Mayor Dickenson to open the floor to Council for discussion. Council Member makes a motion to approve/deny the proposed text amendments to the Land Development Ordinance (LDO) to Articles 3, 7, and 18 regarding Federal Emergency Management Agency (FEMA) compliance as presented and to adopt revised Flood Insurance Rate Maps. 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. Then vote.
7:25 pm	B. P.H. for the consideration of the rezoning of a property located at 4909 Guilford College Road from Agriculture (AG) to Conditional Zoning-Single Family Residential (CZ-SFR)	Call on J. Colón	Colón to present information on the rezoning request for a property located at 4909 Guilford College Road from Agriculture (AG) to Conditional Zoning-Single Family Residential (CZ-SFR). Mayor Dickenson to call Pastor Coyne, the applicant, forward to present information regarding his request. Mayor Dickenson to open the public hearing to anyone that would like to speak regarding the proposed rezoning request. Please state your name and adhere to the 3 minute time limit. Mayor Dickenson to open the floor to Council for discussion. Council Member makes a motion to approve/deny the proposed rezoning request for the property located at 4909 Guilford College Road from Agriculture (AG) to Conditional Zoning-Single Family Residential (CZ-SFR). 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. Then vote.
7:55 pm	C. Consideration of the adoption of the Town of Jamestown’s Strategic Plan	Call on M. Johnson	Johnson to request that Council adopt the updated Strategic Plan for the Town of Jamestown. Council Member makes a motion to adopt the updated Strategic Plan for the Town of Jamestown. Council Member makes a second to the motion. Then vote.
8:05 pm	IX. New Business		
8:05 pm	A. Consideration of approval of a special event permit request for the Jamestown Christmas Parade	Call on C. Paddock	Paddock to present information on the special event permit request for the Jamestown Christmas Parade. Council Member makes a motion to approve the special event permit request for the Jamestown Christmas Parade as presented. Council Member makes a second to the motion. Then vote.
8:15 pm	B. Parks and Recreation Quarterly Report	Call on S. Coakley	Coakley to present his Parks and Recreation quarterly report to Council.
8:20 pm	C. Discussion regarding the Oakdale Sidewalk Project	Call on M. Johnson	Johnson to speak about the potential cost options for the construction of the Oakdale Sidewalk Project. Council to provide direction on the Oakdale Sidewalk Project.
8:30 pm	D. Consideration of amendment to the Personnel Policy regarding annual leave rates	Call on M. Johnson	Johnson to present information on the proposed amendment to the Personnel Policy. Council Member makes a motion to approve/deny the amendment to the Personnel Policy regarding annual leave rates as presented. Council Member makes a second to the motion. Then vote.
8:35 pm	X. Public Comment	Call on K. Weiner	Please state your name and adhere to the 3 minute time limit
8:50 pm	XI. Other Business		
8:55 pm	XII. Closed Session per Closed Session per G.S. 143-318 to discuss a matter related to attorney client privilege (Case #26CV010668-400)		Council Member makes a motion to go into closed session per G.S. 143-318 to discuss a matter related to attorney client privilege (Case #26CV010668-400).
9:15 pm	XIII. Adjournment		Council Member makes a motion to resume open session. Council Member makes a second to the motion. Then vote. Council Member makes a motion to adjourn. Council Member makes a second to the motion. Then vote.

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval of the June 4th Budget Work Session Minutes

AGENDA ITEM #: II-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

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

SUMMARY:

Minutes from the June 4th Budget Work Session

ATTACHMENTS: Minutes from the June 4th Budget Work Session

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. Council Member makes a second to the motion. Then vote.

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

**Budget Work Session
June 4, 2026
3:00 pm in the Council Chambers
Minutes & General Account**

DRAFT

Council Members Present – Mayor Dickenson, Council Members Burgess, Gibson, Glanville, & Westmoreland

Council Members Absent- none

Staff Members Present: Matthew Johnson, Katie M. Weiner, Paul Blanchard, Faith Wilson. Scott Coakley, José Colón, & Robert Brown, Town Attorney

Visitors Present: Cookie Billings & Robert Garland

Call to Order – Council Member Burgess called the meeting to order.

Discussion about the 2026/2027 Fiscal Year (FY) Annual Budget and Capital Improvement Plan (CIP)-

AMI Discussion

Town Manager Matthew Johnson began by describing the AMI project which involves replacing aging water meters and upgrading technology so meters can take required software updates, reduce labor, and support a citizen usage portal. A rate study found the Town could pay for it upfront from the water/sewer fund balance and then restore that balance over five years with a total 10.5% water rate increase (about \$3 more per average monthly bill), but after discussion staff recommended at least replacing the oldest, least accurate meters using about \$100,000 from water and sewer fund balance without raising rates beyond the already proposed 8% increase, in order to reduce water loss the Town is currently subsidizing.

Mayor Dickenson arrived at 3:04 pm.

Council Member Burgess asked roughly how many meters they could install for the \$100,000 allocation. Mr. Paul Blanchard answered that this amount would buy and allow replacement of about 200 to 225 meters.

Council Member Glanville questioned whether replacing only about 250 meters with \$100,000 is enough given that hundreds more are aging out and asked what happens to those that cannot be upgraded. Mr. Blanchard explained that although around 1,900 meters ultimately need replacement (with about 1,300 already 14–15 years old), using \$100,000 to replace roughly 225–250 meters is still valuable because it starts a multi-year replacement plan, prevents a large wave of simultaneous failures, and reduces reliance on failing or manually read meters.

Mayor Dickenson asked whether the AMI system and dashboard will let customers and the Town see actual, detailed water usage in real time and how that ties into billing, especially compared with other cities where bills show precise usage. Mr. Blanchard explained that with AMI the meter will record usage in one-cubic-foot increments, but billing will still be done in 100-cubic-foot blocks; the system “trips” a bill only when the next 100-cubic-foot threshold is reached, so customers effectively stay slightly ahead (they don’t pay twice for partial usage), and

the finer-grained data from AMI improves monitoring and leak detection even though the billing unit doesn't change.

After the AMI technical discussion, the Council and staff focused on how to fund meter replacement from the water/sewer fund balance without further raising rates. The general consensus is to budget an additional \$100,000 from the water and sewer fund balance as a one-time expenditure to buy roughly 225 new meters, while keeping the water rate increase at the already proposed 8% (rather than adding the extra 3% for full AMI/portal funding). Staff emphasize this does not solve the long-term system-wide replacement issue or fully fund the AMI portal, but it prudently addresses aging "problem" meters and water loss now, using available fund balance rather than higher customer rates.

Sheriff's Contract

The Council discussed the Guilford County Sheriff's contract, with Mr. Johnson explaining that keeping the cost at \$500,000 or less would mean losing one of five deputies needed for 24/7/365 coverage, and that the County is considering a full-cost study of shared services.

Council Member Gibson and Council Member Westmoreland questioned what "credit" Jamestown receives for the sheriff services residents already pay for through county property taxes (estimated at about \$57,000), stressing they are not trying to cut coverage but to understand why Jamestown pays extra compared to other Towns.

Town Attorney Robert Brown explained that one local government cannot profit from another and that the sheriff's office now uses a cost formula they will not substantially change or fully explain, making the contract effectively a take-it-or-leave-it offer. He also said the Town cannot legally budget \$500,000 if it already knows the true annual cost will be higher, such as \$517,000 or more. That is not an option. Similarly, we cannot set ourselves up intentionally for a budget amendment.

Council Member Burgess emphasized residents' desire to feel safe and her reluctance to reduce service. Council Member Glanville framed the choice for citizens as paying a higher local tax rate to maintain 24/7 coverage versus accepting lower taxes and relying on the baseline county-wide sheriff coverage which is a discussion that can be had in the future.

After debate, Council Member Jim Gibson made a motion to budget \$517,000 for the Sheriff's contract. Council Member Burgess made a second to the motion.

Roll Call Vote – Weiner took roll call vote as follows:

Council Member Glanville	Nay
Council Member Gibson	Aye
Council Member Burgess	Aye
Council Member Westmoreland	Nay
Mayor Dickenson	Aye

The motion passed by a 3 to 2 vote, with Mayor Dickenson breaking the tie.

America 250 Celebration

The Council briefly discussed how Jamestown should participate in the America 250 celebration, with Council Member Burgess proposing a simple Town barbecue-style event focused on bringing the community together to recognize the 250th anniversary. They talked through logistics such as whether to grill in-house or use a caterer (Council Member Burgess mentioned getting pricing from Barbecue Bros and contacting Publix), how many people to plan for (estimates ranged from 500 to 750 or more). Manager Johnson suggested setting a dollar amount and then designing the event to fit that budget. They ultimately agreed by consensus to budget \$4,000 for an America 250 community event, with details (exact food, sign-ups, and partnerships with businesses like Publix or Chick-fil-A) to be worked out later.

Tax Rate Discussion

Council Member Glanville opened the tax rate discussion by referencing Finance Director Faith Wilson's fund balance model at a .5163-cent rate, noting that after expected draws for sidewalk and bathroom cost overruns and a \$420,000 fund balance appropriation, the projected fund balance would be only about 43 percent of expenditures—just three percent above the Town's 40 percent policy—which made her uneasy given the risk of additional unexpected costs. She added that .57 cents would be the breakeven number and that would be about a 9-cent tax increase. Mayor Dickenson added that the recent property revaluation had produced very large increases in taxable values for many homes (often much higher than the County's assumed 40 percent), and that even at .5163 cents her own Jamestown tax bill would rise by around 20 percent, with similar double-digit increases for other example properties she modeled. She worried the Town might be underestimating the tax burden on residents.

Council Member Westmoreland pointed out that much of the projected movement in fund balance is driven by the large capital projects already included in the CIP for the next few years, noting that more than \$2 million in general fund projects are loaded for each of the following two years. He emphasized that the anxiety about future fund balance levels should be viewed in light of those planned projects, and he questioned how big items like a potential fire station or Town Hall project are treated in the financial model—whether they are fully built in, partially assumed, or still largely outside the current projections. Ms. Wilson said they are all listed. Council Member Westmoreland asked for the projection of fund balance at the end of this fiscal year. Ms. Wilson explained that while it is too early to know this year's exact year-end position, recent trends suggest there will likely be excess revenues again, but much of what appears in fund balance is actually unspent capital project money (for example, Oakdale Phase One) that gets re-encumbered and re-appropriated into the next year's budget when projects roll forward. She noted that fund balance is "very fluid" and often represents funds already committed to unfinished projects.

Mr. Johnson reiterated staff's concern about using a large, fund balance appropriation (about \$420,000) to balance the operating budget when there is no emergency, stating that in staff's view, fund balance should mainly be used for emergencies or one-time capital, not to structurally support the budget. Council Member Westmoreland responded that he is comfortable with the current plan: the Town would still maintain services, fund scheduled capital projects, provide

competitive employee pay and benefits, and offer some relief through measures such as cutting the motor vehicle fee from \$30 to \$15, even if the chosen rate was above revenue neutral.

Council Member Glanville acknowledged the tension between keeping taxes lower for residents and maintaining a healthy fund balance, saying she did not know the “perfect” number but was trying to balance both concerns. Council Member Burgess emphasized she did not want to raise taxes if it could be avoided, given inflation and county revaluation impacts she hears about from residents, but also did not want to jeopardize services or financial stability.

Council Member Gibson said he wanted to lower the tax rate as much as possible but was worried that .5163 cents might be too aggressive given the uncertainty around how much fund balance would actually be used. He suggested a compromise around 54 cents that would still reduce the rate, lessen reliance on fund balance, and provide more cushion above the 40 percent policy. He stressed that some of the apparent “tax increase” is driven by higher valuations, not just the rate.

Council Member Glanville summarized that Ms. Wilson had prepared the budget based on the Council’s prior motion to use a 0.5163 rate, and she asked whether Council wanted to change direction. Council Member Burgess indicated she was comfortable staying at 0.5163 and did not believe it would put the Town in a “tragic” position. Consensus was reached that staff should keep the budget as drafted at 0.5163 for the public hearing and vote on June 23rd.

Revisiting Sheriff’s Contract

Later in the meeting, Mr. Johnson reported new information from the County Manager that, under a “full cost” directive from the Board of Commissioners, the sheriff’s contract for Jamestown would actually be \$592,102 for 5 FTEs and 24/7 coverage. He noted that a lower amount (around \$475,000) would correspond to roughly 4 deputies with no guarantee of continuous coverage and likely less visibility and longer response times.

After discussion, Council agreed to budget \$475,000 for four full-time positions, expecting the sheriff’s office to provide as much 24/7 coverage and responsive service as possible. Council Member Westmoreland expressed disappointment that the projected contract cost had increased by roughly \$100,000 at the last minute, which he felt undermined a good-faith partnership with the county and sheriff’s department.

Council Member Westmoreland made a motion to budget \$500,000. The motion failed due to lack of a second.

Council Member Gibson made a motion to budget \$475,000 for the Sheriff’s Department contract to fund 4 full time positions. Council Member Burgess made a second to the motion. The motion passed by a 3 to 1 vote, with Council Member Glanville voting in opposition.

COLA/Merit Pay

Council Member Burgess clarified that she is not opposed to merit pay itself but has previously voted against it because she lacked sufficient data to justify it, stating that merit increases should be based on clear evidence of employees going above and beyond. She emphasized that Town

staff do a good job and deserve fair treatment, noting that everyone is facing the same economic pressures with inflation around 3.8%, and said that having more detailed information now puts the Council in a better position to make fair, informed decisions about compensation going forward.

The Council and staff discussed how to handle raises while they gather more detailed employee data, with Mr. Johnson explaining that responding fully to the public records request on employee history and compensation would take a couple of days of staff time and might need to be narrowed. Council Member Gibson suggested, as an interim approach, dropping merit pay for now and instead giving a 4% cost-of-living increase (roughly matching the 3.8% inflation figure) while the Council re-evaluates how to structure merit or performance-based pay in the future. Council Member Glanville expressed concern about continuing old practices without sufficient data and emphasized the need to move on with a more informed structure, while others noted they personally did not need all the requested detail but agreed that if it is a public records request it must follow statutory rules, even if fulfilled more slowly or in a narrowed form. Mayor Dickenson amended her Public Records Request to items 1-7 for current employees.

SB 889

Mr. Johnson stated that Senate Bill 889, which would place a moratorium on revaluations, is likely to be considered on June 9 and could pass, be vetoed by the governor, and possibly face an override. He explained that if it takes effect, the Town would essentially have to scrap the work done at this point and quickly rebalance the existing budget using the current tax rate, removing expenditures as needed to achieve a balanced budget since there would not be six months available to redo the entire budget process.

Mr. Brown emphasized that the key policy decision is the total ad valorem revenue the Board wants to bring in, not the specific tax rate number, because changes in valuation simply change the rate needed to raise the same dollars. He explained that the “revenue neutral” rate of about 48 cents would only keep revenue equal to last year, which in real terms is about 3.8% less because of inflation, while the proposed budget brings in more than last year to maintain purchasing power and fund new needs. Council Members discussed that if a moratorium passed and valuations reverted, the Town could keep the same total revenue target and adjust only the tax rate, without redoing all of their spending decisions or significantly changing services. There was some clarification that, absent further policy changes by the Board, the budget structure and service levels would largely remain the same even if the tax rate itself had to be recalculated.

Lobbyist Contract

The Council revisited whether to continue funding their lobbying firm, noting the annual cost of about \$70,000 (roughly \$5,800 per month) and weighing that against potential benefits such as support for securing state funding for the fire station and tracking legislation like the revaluation moratorium. Council Members Burgess and Glanville suggested exploring a reduced fee, a shorter (e.g., six-month) extension, and much more direct interaction with Council (regular updates, visits, or Zoom briefings). Others, including the Mayor and Council Member Westmoreland, remained skeptical about the return on investment given the high monthly cost and lack of visible progress on priorities like the fire station.

DRAFT

Council did not make a final decision in the meeting but asked Mr. Johnson to talk with the lobbyists about options (such as lower-cost or shorter-term arrangements), bring those back individually to Council Members, and leave the lobbyist funding out of the draft budget for now with the option to add it back before final adoption.

Adjournment – Council Member Westmoreland 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 5:10 pm.

Mayor

Town Clerk

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval of the June 23rd regular Town Council meeting minutes

AGENDA ITEM #: II-B



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

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

SUMMARY:

Minutes from the June 23rd regular Town Council meeting

ATTACHMENTS: Minutes from the June 23rd regular Town Council meeting

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. Council Member makes a second to the motion. Then vote.

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

**Regular Town Council Meeting
June 23, 2026
6:00 pm in the Council Chambers
Minutes & General Account**

DRAFT

Council Members Present – Mayor Dickenson, Council Members Burgess, Gibson, Glanville & Westmoreland

Council Members Absent- None

Staff Members Present: Matthew Johnson, Katie M. Weiner, Faith Wilson, Karen Strausser, Gordon Hotlon, José Colón, Paul Blanchard, Robert Brown, Town Attorney

Visitors Present: Sharon Hovis, Sherrie Richmond, Lee Richmond, Martha Wolfe, Robert Garland, Cheryl Harvey, Richard Clapp, Derek Carson, Art Wise, Tammy Salyards, & Rich Salyards

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

- Roll Call – Weiner took roll call as follows:
 - Council Member Glanville Present
 - Council Member Gibson Present
 - Mayor Dickenson Present
 - Council Member Burgess Present
 - Council Member Westmoreland Present

Weiner stated a quorum was present.

- Pledge of Allegiance – Mayor Dickenson led the Pledge of Allegiance.
- Moment of Silence – Mayor Dickenson called for a moment of silence.
- Approval of the Agenda – Mayor Dickenson asked if anyone had any changes to the agenda.

Council Member Westmoreland made a motion to defer the adoption of the Strategic Plan until the July 21st Town Council meeting. Council Member Burgess made a second to the motion. The motion passed by a unanimous vote.

Council Member Glanville made a motion to add the Proclamation declaring June 19th as Juneteenth as the last item under the consent agenda. Council Member Burgess made a second to the motion. The motion passed by a unanimous vote.

Consent Agenda– The consent agenda included the following items:

- A. Approval of minutes from the May 12th Budget Work Session
- B. Approval of minutes from the May 19th regular Town Council meeting
- C. Approval & Sealing of the May 19th Closed Session minutes
- D. Approval of Resolution to close out the Recreation Maintenance Building Project
- E. Approval of Resolution to close out the Accessible for Parks Grant Capital Project
- F. Approval of Town of Jamestown Penny Rounding Policy
- G. Approval of audit contract with Strickland Hardee, PLLC for FY 2025/2026

- H. Approval of amended Interlocal Agreement between the Town of Jamestown and the County of Guilford for Provision of Animal Shelter and Control Services
- I. Financial Position of the Town of Jamestown
- J. Budget Amendment #6
- K. Proclamation declaring June 19th as Juneteenth

Council Member Burgess questioned J. on the Consent Agenda which was the proposed \$20,000 budget amendment for fuel in the Parks and Recreation Department. She asked Town Manager Matthew Johnson how fuel is tracked, what vehicles and equipment use it, and how the \$20,000 figure was determined. Mr. Johnson explained that staff log each fueling by equipment, operator, gallons, and meter readings, and that the fuel covers not only vehicles but also mowers, weed eaters, backhoes, and other park and golf course equipment.

Mayor Dickenson stated that total fuel spending this year is already much higher than in previous years and that local gas prices have not risen enough to explain such a large increase, suggesting instead that fuel usage appears to have roughly doubled. She said she was not comfortable approving the amendment or authorizing another gas tank without clearer information on how fuel is being used. Mr. Johnson responded that the budget is based on past usage and price estimates, and that failing to approve the amendment could create audit issues because the Town cannot legally overspend that line item, potentially forcing vehicles to be parked. He emphasized that they try to project conservatively and adjust midyear as needed. Council Members expressed the need for more detailed justification and clearer data to support such adjustments going forward.

Council Member Westmoreland 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.

Public Comment -

- Sharon Hovis, expressed concerns about the Town Manager's response to citizen complaints (including speeding and a downed tree on Dillon Road) and urged the Council to keep pressing staff with hard questions. She pledged to attend every meeting to hold Town officials accountable to the residents who elected them.
- Robert Garland thanked the Council for their work and for asking the hard budget questions. He supports a balanced approach that fairly compensates employees while protecting taxpayers, reviewing the long-standing Sheriff's contract, and managing reserves carefully. Local government's primary duty is to serve its citizens.
- Cheryl Harvey complained that people seem to be staying overnight at the Yellow House despite her unanswered complaints and questions. Door-to-door pest control salespeople were working after dark without permits and were not properly handled by law enforcement, expressing disappointment in both the Town and the Sheriff's Office.

Town Manager Matthew Johnson replied that he has emailed her, spoken with the owner and tenant (who insist no one lives there), and had code enforcement inspect and photograph the interior without finding evidence of overnight occupancy, though he agreed to contact them

again. Mayor Dickenson referenced prior staff emails stating the use was limited to meetings, while Council Member Glanville questioned relying on the owner's word given reports that people have said they "live" there and asked what the enforcement process would be if it is being used improperly. Town Attorney Robert Brown explained that the Town needs strong, non-hearsay evidence to prove a zoning violation in court and suggested continued pressure on the owner may be more practical. Council Members Burgess and Gibson emphasized taking Ms. Harvey's concerns seriously and having Mr. Johnson follow up and report back.

Council Member Gibson suggested Mr. Johnson speak again with the property owner and report back. Mr. Johnson agreed to reach out to both the owner and, if appropriate, the tenant to discuss continuing concerns.

Council Community Corner

Council Member Burgess presented a Certificate of Recognition to Lieutenant Colonel Lee Richmond (USAF, retired) for his presentation of the Gold Star Memorial marker at the Field of Honor in Triad Park on behalf of the Town of Jamestown and the Cedarwood Garden Club, honoring fallen service members, their families' sacrifices, and their legacy of patriotism and service.

Ms. Sherrie Richmond recognized Sharla Gardner (and other Garden Club members) for leading the Gold Star Memorial effort: she spent months working with the Field of Honor board to get permission, then organized fundraising to pay for the marker, and the dedication drew people from several hours away and prominently featured Jamestown.

Monthly Reports

Manager's Report – Matthew Johnson shared that the Town will be celebrating America's 250th Birthday with a cookout in Wrenn Miller Park on Friday, July 3rd from 12 Noon - 3 PM. Free hotdogs, hamburgers, and cake will be provided. Adult beverages will be available for purchase from vendors. This will precede the Town's second Music in the Park concert which will kick off at 6 PM with Special Occasion Band!

Town offices will be closed on July 3rd in observance of the Independence Day holiday. There will not be any changes to the solid waste schedule.

Sheriff Danny Rogers will host a Town Hall Meeting in the Jamestown Council Chambers on June 25th from 6 - 8 PM. The Sheriff will update the community on the services that the Sheriff's Office provides and give insight to each of the operations that his Command Staff oversee. The public is invited to attend.

Council Member Reports-

- Council Member Westmoreland reported on the High Point MPO, noting that Jamestown's Oakdale Road grade-separation project is in engineering with concept designs expected in the fall, and that a new safety project on US 29 between River and Riverdale Roads has been identified. He added that the next MPO meeting will be August 25th at 10:00 a.m. at the High Point Museum and conveyed the MPO members' appreciation and good wishes to Martha Wolfe.

- Council Member Burgess reported that the Parks and Recreation Committee met on June 1st and, although the meeting was short, staff remain very busy. The playground and golf course are busy, and the dog park is in the works.
- Council Member Gibson reported that the schools are focused on graduation and year-end activities and the committee will resume regular work in the fall.
- Council Member Glanville reported that there was a Planning Board meeting she was unable to attend because she was out of town.

Guilford County Sheriff's Department Report- A Guilford County Sheriff's Representative reported a total of 266 calls for service (187 self-initiated), including five theft reports, three drug/weapon events, two DWIs, one fraud, and 63 traffic stops with 16 citations. The average response and reaction time was about five to six minutes.

Old Business-

- A. Public Hearing for the Proposed 2026/2027 Fiscal Year (FY) Budget and CIP-
Town Manager Matthew Johnson presented the revised FY 2026–2027 budget, explaining that Senate Bill 889 forced Guilford County (and therefore Jamestown) to revert to pre-revaluation property values, reducing the Town's expected tax base and requiring a quick pivot in budget planning. He said the revised budget complies with state law, is balanced, and reflects prior Council direction.

The revised budget for FY 2026-2027 reflects direction provided by the Town Council during the May 12, 2026, budget meeting. Council directed staff to establish a proposed property tax rate of \$0.5163 per \$100 valuation, fund non-profit requests at FY 2025-2026 levels while supporting a new request from NC Fusion, eliminate the originally proposed "Reserve for Future Expenditures" appropriation, fund a 3% cost-of-living adjustment without a merit component for employees, and delay implementation of the proposed Advanced Metering Infrastructure (AMI) project by one fiscal year.

As required by N.C.G.S. § 159-11 (e), the proposed budget originally included the calculated revenue neutral tax rate for comparison purposes following Guilford County's 2026 property revaluation. The originally proposed budget includes a proposed tax rate of \$0.5163 per \$100 valuation for the 2026-2027 fiscal year, per Council direction. Due to SB 889, the Town staff recommends holding the current tax rate of \$0.6550 per \$ 100 of valuation. Because SB 889 requires Guilford County to use pre-revaluation property values for FY 2026-27, the assessed value base on the proposed rate of \$0.5163 was built on no longer applies. Applying that rate to the older, lower values would generate less revenue than the budget requires. Holding the current rate of \$0.6550 ensures the Town can meet its obligations without a mid-year shortfall while the full fiscal impact of the legislation is absorbed.

Also due to SB 889, the Pinecroft-Sedgefield Fire District is proposing a rate increase, bringing their rate to \$0.2037 from \$0.1672, to cover their budgetary requirements. Jamestown's longstanding practice has been to pass that cost through to residents in the

fire district, consistent with how the County handles it. Staff does not recommend absorbing this increase and asks the Council to direct that the Town's rate be adjusted accordingly. While the proposed budget for June 23, 2026, is based on a tax rate of \$0.655, the staff respectfully requests that the Council consider a tax rate of \$0.6915 to keep Jamestown on a sounder financial footing. Absorbing this increase, combined with the significant fund balance draw already built into this budget, poses a real risk to the Town's long-term financial position.

During the June 4, 2026, budget meeting, the Council received information from the Guilford County Sheriff's Office that the proposed actual cost to provide 24/7/365 coverage to the Town of Jamestown for law enforcement would be approximately \$592,102. After discussion, the Council directed staff to include \$475,000 in the proposed budget for law enforcement with the understanding that this would result in a reduction of coverage.

Capital expenditures within the revised budget continue to support operational and infrastructure needs; however, certain projects and long-term investments have been delayed or modified in order to accommodate the revised financial approach directed by Council. Due to SB 889 and the challenges resulting from that, the latest proposed budget includes the following cuts or deferments from staff to help keep tax rates as low as possible:

- Remove Music in the Park events for September & October 2026 and June 2027. (\$15,000)
- Defer Civic Center technology to FY 27/28. (\$20,000)
- Defer HVAC replacement at the Fire Station to FY 27/28. (\$15,000)
- Defer tarp replacement at golf course to FY 27/28. (\$30,000)

The Council also directed staff to include the following items in the FY 26/27 budget:

- Reduce lobbyist fees, but retain some amount for FY 26/27 to continue to assist in efforts to secure funding for the fire station and bathrooms at Wrenn Miller Park. Staff are proposing to retain \$35,000, down from \$70,000, for this service.
- Include \$4,000 for the America's 250 Celebration event. A sponsorship of \$1,000 will bring this total line item to \$5,000.

The Council's revised budget for FY 2026/27 reflects the policy direction provided during the May 12, 2026, budget meeting and totals \$21,627,200 for all Town operations, capital improvements, transfers, and debt service. The total budget, excluding inter-fund transfers, amounts to \$19,802,894. That budget, as presented, includes a tax rate of \$0.655 for the 2026-2027 fiscal year. At that tax rate, the amount of ad valorem property tax revenue is estimated to be approximately \$3,876,227, based on a collection rate of 98%. Sales and use tax revenues are expected to be \$1,417,000, and tax and tag motor

vehicle taxes are estimated to be approximately \$402,457. This represents some of the larger General Fund revenues.

The Finance team has worked closely with department heads to sharpen revenue projections for the coming year. Golf course performance has been strong, and if current trends hold, we expect that momentum to carry into FY 2026-27. Sales tax collections have also remained steady, and the Finance Director determined it was appropriate to modestly increase projected sales tax revenues while remaining conservative.

Thanks in part to favorable weather and the Recreation staff's commitment to quality conditions and excellent hospitality, golf revenues are projected to increase approximately \$76,000 and recreation revenues approximately \$9,000 over the prior year.

Sales tax revenues have come in stronger than anticipated, and while we remain cautious about broader economic conditions, current trends support a modest increase in projections. Taken together, these adjustments reflect an additional \$167,150 in anticipated revenues, which have been incorporated into the proposed budget.

In the Water & Sewer Fund, the budget proposes a water rate increase of approximately 8%. While the Town's utility rate study consultants originally recommended a 7.5% adjustment, the final proposed rate reflects the additional percentage necessary to accommodate rate rounding and billing structure calculations. Sewer rates are proposed to remain unchanged.

Although the Council had initially expressed a desire to remove the Advanced Metering Infrastructure (AMI) project from the proposed budget, Council directed staff to budget \$100,000 from the water/sewer fund balance to replace some of the most critical meters. Staff continues to recommend revisiting this issue in the near future. A significant portion of the Town's existing water meters are approaching or have reached the end of their useful life. As water meters age, they tend to slow over time, which can result in under-registration of water usage and a corresponding loss of utility revenue for water already being delivered to customers.

These rates also take into account pending capital projects that will be due in the upcoming and subsequent fiscal years. Water and sewer usage fees are projected to bring in approximately \$6,210,811 in revenues. Additional revenue sources, such as connection fees, late fees, and investment income, are projected at approximately \$264,300 for the 2026-2027 fiscal year.

Unrestricted intergovernmental revenues include distributions of local sales tax, telecommunications, utility sales, natural gas, and video programming sales tax. ABC system distributions are also included in this category of revenues. Negotiations with the High Point ABC Board regarding a potential modification to the current revenue distribution structure remain ongoing and could ultimately prove beneficial to the Town.

However, because those discussions have not yet been finalized, the proposed budget conservatively reflects the current estimated annual revenue amount of approximately \$50,000.

Based on projections from the NC League of Municipalities, we are projecting the total sales tax distributions to be fairly flat.

Restricted intergovernmental revenues include funds received from federal, state, or local sources and are restricted in their use. The Town receives an annual Powell Bill allocation, which is based on population and public street mileage. Estimated receipts to be received under the Powell Bill are approximately \$127,900.

In FY 2024-25, the Council implemented a motor vehicle fee to supplement Powell Bill funding for street maintenance. For FY 2026-2027, the proposed budget reflects Council's direction to reduce the fee from \$30 annually per vehicle to \$15 annually per vehicle, resulting in estimated revenue of approximately \$55,575.

In the past, these revenues have been instrumental in allowing the Town to significantly increase the amount of biannual street resurfacing work completed. However, with continued increases in asphalt and construction costs, staff anticipates that future resurfacing bids will likely come in higher, resulting in fewer roadway miles being resurfaced with the funding available.

Services and fees include revenues from golf course operations, planning and development fees, sanitation fees, and cell tower and other leases. Golf course rounds played and recreation field/picnic shelter rentals have continued to be extremely strong. Staff believe that demand for these services will continue to increase with the renovations now underway at Jamestown Park and with additional growth and development in our area. Recreation revenues (greens fees, cart rentals, golf shop, pro shop sales, shelter rentals, and ball field rentals) are projected at approximately \$1,543,850 for the 2026-2027 fiscal year.

The Town has experienced a favorable return on investments over the past few years, with increased interest rates. However, forecasts are calling for a flattening trend in interest income as interest rates adjust downward. We are conservatively projecting interest income of approximately \$302,600 for all funds for 2026-2027.

As far as proposed expenditures, the personnel category accounts for \$5,135,477 or approximately 26% of the total budget (excluding transfers). These expenditures include salaries, FICA, retirement, group insurance, 401 (k), and other miscellaneous benefits for up to 40 full-time positions. The Town also employs part-time and seasonal employees; however, these positions do not receive benefits. The 2026-2027 budget contains provisions to allow for a 3% cost of living adjustment (COLA) increase and eliminates merit increases for employees.

The Supplies and Materials category accounts for \$1,709,451 or approximately 9% of the total budget and includes supplies that are specific to each department (such as fertilizer for golf) as well as office supplies, fuel for equipment, small tools, and other miscellaneous items.

Contractual Services accounts for \$4,933,404 or approximately 25% of the total budget and includes attorney fees, property and liability insurance, cleaning, security system maintenance, building service contracts, and miscellaneous services.

Other operating expenditures accounts for \$1,344,850 or approximately 7% of the total budget and includes travel expenses, conferences, educational classes, utilities, dues, advertising, repairs/maintenance, telephone/data fees, and other miscellaneous fees.

The Capital outlay category accounts for \$5,171,984 or approximately 26% of the total budget and includes items of property that are; 1) tangible in nature, 2) have a life longer than one year, and 3) have a value of \$10,000 or greater. The recommended capital outlay in the 2026-2027 budget includes items such as a new solid waste truck, recreation/golf equipment, repairs to existing infrastructure, as well as water and sewer improvements. Various capital expenditures are also accounted for in Capital Project Ordinance funds, which are multi-year funds that exist for the life of the projects. The current Capital Project Ordinance funds that the Town has include sidewalk projects and several recreational projects.

Debt payments (\$615,888 or approximately 3%) and transfers to the Capital Reserve Fund (\$700,546 or approximately 4%) make up the remaining balance of the budget.

The preparation of the annual budget requires balancing present affordability with long-term sustainability. The revised budget reflects policy decisions made during a period of significant public concern surrounding the County's revaluation process and this budget process has been challenging for both the Council and the staff alike.

Staff have made every effort to reduce non-critical expenditures while maintaining the levels of service that our citizens have requested. Staff remains concerned that continued reliance on fund balance expenditures and absorption of tax increases from our partners in the fire district could create additional financial pressures in future fiscal years and limit the Town's flexibility to respond to infrastructure, operational, staffing, and service needs. Maintaining strong resource stewardship and long-term financial resiliency will remain essential to avoiding larger corrective adjustments to the tax rate in the future.

Council Member Gibson thanked Finance Director Faith Wilson for quickly reworking the budget after Senate Bill 889, noting that the school district is facing similar revenue losses. He asked the dollar amount needed for the Fire Department. Ms. Wilson answered \$260,000 at the rate of 2.37%. Council Member Gibson asked if the tax rate remains the same, how much will have to be pulled from fund balance to cover the difference. Ms.

Wilson answered \$398,000. Ms. Wilson stated that with the increase of \$.69 would put money back in the fund balance.

Council Member Glanville acknowledged how hard the staff worked on the budget especially with the last-minute change due to Senate Bill 889. She asked Fire Chief Derek Carson to explain the requested increase after a similar increase last year. Chief Carson explained that last year's fire tax increase was largely due to an unexpected revenue shortfall affecting all five Guilford County fire districts and the first phase of a salary study aimed at keeping pay competitive. This year's proposed increase covers the second phase of that salary adjustment, adds more staffing to improve coverage across the district, and reflects general cost increases.

Mayor Dickenson opened the Public Hearing to anyone that would like to speak regarding the Proposed 2026/2027 Fiscal Year Budget and CIP.

There being no comments, Council Member Westmoreland made a motion to close the public hearing for the Proposed 2026/2027 Fiscal Year Budget and CIP. Council Member Glanville made a second the motion. The motion passed by a unanimous vote.

Mayor Dickenson opened the floor to the Council for discussion.

Council Member Westmoreland made a motion to add Music in the Park events back into the budget at \$15,000 and civic center technology improvements at \$20,000 and eliminate the lobbyist proposal at \$35,000. Council Members Glanville and Gibson would like to keep the lobbyists in the budget on a month-to-month basis. Council Member Burgess agreed to eliminating the lobbyists.

Council Member Gibson asked that Council consider a 3% COLA and 1% merit increase for staff which comes out to the same cost as the monitors for the Council Chambers.

Council Member Westmoreland withdrew his motion.

Council Member Westmoreland made a new motion to add Music in the Parks events back into the FY 2026/27 Budget. Council Member Glanville made a second to the motion. The motion passed by unanimous vote.

Council Member Westmoreland made a motion to add the technology improvements for the Civic Center into the FY 2026/27 budget. Council Member Burgess made a second to the motion. Council Members Glanville and Gibson voted in opposition. Mayor Dickenson voted in favor of add the technology improvements for the Civic Center into the FY 2026/27 budget. The motion passed by a 3 to 2 vote, with Mayor Dickenson breaking the tie.

Council Member Westmoreland made a motion to remove the lobbyist funding from the 2026/27 Budget. Council Member Burgess made a second to the motion. Council

Members Glanville and Gibson voted in opposition. Mayor Dickenson voted in favor of removing the lobbyist funding from the 2026/27 Budget. The motion passed by a 3 to 2 vote, with Mayor Dickenson breaking the tie.

Mayor Dickenson asked why the Pinecroft Sedgefield Fire District annual contract line item in the latest budget draft had increased by about \$11,000 compared to the earlier preliminary budget, and whether that meant the Town's cost was now going up closer to \$275,000 instead of the roughly \$264,000 increase that had been discussed. Ms. Wilson explained that the earlier version of the budget used the fire district's prior proposed tax rate (from .1672 to .2060), and that the dollar amount changed when they plugged in the updated rate the district is now requesting (.2037). She noted that any numbers adopted by Council at this meeting would be updated in the final budget document before publication.

Council Member Westmoreland acknowledged the significant work by staff and Council on the budget and praised the Manager for quickly revising it after recent changes. He stated that he is comfortable adopting the Manager's FY 26–27 budget with a 65.5-cent tax rate. He supported fully funding the Fire Department and Sheriff's contract (four deputies at \$475,000), reducing the vehicle fee from \$30 to \$15, and setting an 8% water rate increase. He stated that the use of fund balance is consistent with prior Councils and managed under conservative practices that have historically produced excess revenues.

The Council discussed whether to keep the property tax rate at .655 while absorbing the Pinecroft Sedgefield Fire District tax increase, or to pass that increase through to taxpayers.

Council Member Westmoreland said he was comfortable with the Manager's proposed budget at .655, noting it fully funds the fire contract and Sheriff's contract, balances revenues and expenditures on paper, and uses less fund balance than previous Councils had appropriated. Mr. Johnson clarified that at .655 the budget does cover the higher fire contract cost, but only because the Town is absorbing the fire district's rate increase; to "pass through" that higher fire rate and avoid adding long-term pressure to Town finances, they would recommend a higher tax rate (about .69).

Town Manager Johnson explained that past Councils and a former finance staff concluded that repeatedly absorbing Pinecroft Sedgefield Fire District tax increases eventually forces the Town to raise its own tax rate. He said that if the increase is passed through instead, residents simply pay the same fire district rate as county residents, which is easier to justify, and while this year's budget was built so the Town could absorb the increase if it chose, he believes the more fiscally responsible approach is to pass the fire tax increase through to taxpayers.

Ms. Wilson explained that at .655, after this budget, the unassigned general fund balance is projected at roughly 54% (above the Town's 40% policy), but that projection does not yet reflect any additional revenues that might come in over the year. She also explained that some of the "extra" money showing up in fund balance at year end is actually

unspent funding for multi-year capital projects, using phase one of the Oakdale sidewalk as an example. If that project is not finished in the current fiscal year, whatever funds remain are re-appropriated in July so the work can continue, so the money appears to go back into fund balance and then immediately back out again for the same project.

Council Member Glanville asked whether that estimate assumed any new development or only existing properties. Ms. Wilson answered that the revenue projections are based on current properties and updated figures from Guilford County, and she used a 98% tax collection rate for conservatism.

Mayor Dickenson stated that the property tax revenue estimate is based on a conservative 98% collection rate even though the Town's actual rate is about 99.7%, which makes the projection slightly lower than last year and added that she does not expect an actual decrease in property tax revenue and that they factor in potential refunds when setting the estimate. Mr. Johnson said that both the Government Finance Officers Association and the Local Government Commission consider it best practice to underestimate, rather than overestimate, revenues and to budget conservatively. He said his role is to present an executable budget built on that approach, but he emphasized that it is ultimately the Council's budget and decision.

Mayor Dickenson encouraged a stronger focus on cutting costs and improving efficiency, noting that Jamestown's general fund spending per resident is far higher than in comparable Towns and questioning why some line items, such as subscriptions and fees, have sharply increased without clear supporting detail. She said the lack of backup information for these expenses makes it difficult for her to fully evaluate the budget and ensure money is being spent efficiently.

Town Clerk Katie Weiner added that staff and department heads have cut their budgets repeatedly and Ms. Wilson has worked very hard on this budget.

Council Member Westmoreland made a motion to adopt the Budget Ordinance for Fiscal Year 2026/2027 with the addition of Music in the Park events, the removal of funding for lobbyists, and the addition of Civic Center technology improvements and at a property tax rate of .655. Council Member Burgess made a second to the motion.

- Roll Call Vote – Weiner took roll call vote as follows:
 - Council Member Glanville Aye
 - Council Member Gibson Nay
 - Council Member Burgess Aye
 - Council Member Westmoreland Aye

The motion passes.

- B. Council Member Westmoreland made a motion to adopt the Resolution for the Capital Improvement Plan for FY 2026/2027 to 2030/2031. Council Member Glanville seconded the motion. The motion passed by unanimous vote.

Council Member Westmoreland thanked the Sheriff and fire officials for their service but requested more involvement in their budget development, noting that Jamestown's contract support for law enforcement has risen roughly 50% over two years and asking for clearer explanation of both the repeated 25–26% increases. He said more advance discussion of specific needs and clearer accounting for how Guilford County property tax dollars support patrol services (beyond the Town's contract, which he estimated at about \$79,000) would help him respond to community questions.

Council expressed their appreciation to Town staff for their hard work this budget season.

New Business

Request to set a public hearing date for the consideration of the rezoning of a property located at 4909 Guilford College Rd. from AG to CZ-SFR- Mr. José Colón stated that a rezoning petition has been filed for the property at 4909 Guilford College Road (parcel 156695), requesting a change from Agricultural to Conditional Zoning Single-Family Residential so that Harvest Church can acquire the property. The Planning Board reviewed the case and, although it is consistent with the Town's Comprehensive Plan, unanimously did not recommend approval. Staff therefore asked Council to set a public hearing for July 21, 2026, at 6:00 p.m. in the Council Chambers.

Council Member Glanville made a motion to set a public hearing for the consideration of a rezoning request for the property located at 4909 Guilford College Road from Agriculture (AG) to Conditional Zoning-Single Family Residential (CZ-SFR) for the July 21st Town Council meeting at 6:00 pm in the Council Chambers at Town Hall. Council Member Jim Westmoreland made a second to the motion. The motion passed by unanimous vote.

Request to set a public hearing date for the consideration of LDO text amendments to Articles 3, 7, and 18 regarding Flood Damage prevention for FEMA compliance and adoption of revised FIRM Maps- Mr. José Colón requested that Council schedule a second public hearing for July 21, 2026, to consider adoption of LDO text amendments to the Town's flood damage prevention regulations and adoption of updated FEMA flood insurance rate maps. He explained this is a compliance item required to maintain the Town's participation in the National Flood Insurance Program, and noted that an NFIP planner, Matthew Stillwagon, will attend to answer technical questions.

Council Member Gibson made a motion to set a public hearing date for the consideration of Land Development Ordinance (LDO) text amendments to Articles 3, 7, and 18 regarding Flood Damage prevention for Federal Emergency Management Agency (FEMA) Compliance and adoption of revised Flood Insurance Rate Maps (FIRM) for the July 21st Town Council meeting at 6:00 pm in the Council Chambers at Town Hall. Council Member Burgess made a second to the motion. The motion passed by unanimous vote.

Public Comment – No one signed up to speak

Closed Session per G.S. 143-318.11 A3 to discuss a personnel matter- Council Member Westmoreland made a motion to go into closed session per G.S. 143-318.11(a)(3) to discuss a

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matter related to attorney–client privilege (case number 26CV010668-400). Council Member Glanville made a second to the motion. The motion passed by a unanimous vote.

-----**Closed Session**-----

Council Member Westmoreland made a motion to resume open session. Council Member Burgess made a second to the motion. The motion passed by unanimous vote.

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

The meeting ended at 8:44 pm.

Mayor

Town Clerk

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval & Sealing of the June 23rd Closed Session Minutes

AGENDA ITEM #: II-C



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

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

SUMMARY:

The Town Council went into closed session at the June 23rd regular Town Council meeting per NCGS 143-318.11(a)(3) to consult with the Town Attorney to preserve the Attorney Client Privilege between the Town Attorney and the Town Council.

Staff recommends that Council approve and seal the closed session minutes from the June 23rd Town Council meeting.

ATTACHMENTS: None

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. Council Member makes a second to the motion. Then vote.

FOLLOW UP ACTION NEEDED: N/A

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Reappointment of Donald Dale, Jr. as an ETJ PB Member

AGENDA ITEM #: II-D



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

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

SUMMARY:

Donald Dale's first term as an Extra Territorial Jurisdiction (ETJ) Member on the Planning Board expired in June 2026. He was appointed to serve his first term in June 2021. If reappointed, his new term will expire in June 2031. Dale has agreed to serve, and his application has been provided to the Council Members for their review.

Staff recommends that Council reappointment Donald Dale, Jr. to serve an additional term as an ETJ Member on the Planning Board.

ATTACHMENTS: None

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: Staff will inform Guilford County of Donal Dale, Jr.'s reappointment.

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval of Engineering & Inspection Services

AGENDA ITEM #: II-E



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: N/A

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

Growth associated with the Kinsley development requires plan review and construction oversight to ensure infrastructure is installed and tested to Town standards. The Town's RFQ required firms to be registered with the NC Secretary of State and to employ at least one NC Registered Professional Engineer.

The Town issued a Request for Qualifications (RFQ) for professional engineering services associated with the Kinsley DR Horton development on Guilford College Road. The scope includes review of construction plans and construction oversight, including testing of sewer, water, and storm drainage systems, and roadways.

Responses are due July 17, 2026. A qualifications-based selection process will be used consistent with the Town's RFQ, and a staff selection committee will evaluate submittals against the published criteria:

Letter of Interest (40 points)

Qualifications and Experience (40 points)

Organizational Chart (20 points)

A final selection will be communicated to the Council prior to the Council meeting date.

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Amendment to the HP ABC/TOJ Contract

AGENDA ITEM #: II-F



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: N/A

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

The High Point ABC Board has submitted a proposed First Amendment to the 2002 Statement of Agreement governing the Consolidated ABC System, revising the method for calculating Jamestown's annual Profit Distribution.

The current agreement provides a flat \$50,000 annual payment; the proposed amendment replaces this with a formula-based quarterly distribution equal to 40% of the Jamestown Store's net profit after cost and administrative allocation (High Point ABC retains 60%).

This change follows the 2023 relocation of the Jamestown store to Grandover Village, a \$800,000+ facility upgrade that increased the store's share of system-wide sales from roughly 10% to 13.58%. Based on a three-year average (FY2023–FY2025) of store financials, the new formula would have yielded an estimated annual distribution of approximately \$78,675 - well above the current flat \$50,000 payment.

If approved by both governing bodies, the Amendment would take effect July 1, 2026, with all other terms of the original 2002 Agreement remaining unchanged.

ATTACHMENTS: HP ABC Contract Amendment

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: Expected increase in revenues which will be accounted for near the end of FY 26/27

SUGGESTED MOTION: Approved as part of the Consent Agenda

FOLLOW UP ACTION NEEDED: Signatures between Council/staff and HP ABC/City of High Point to be obtained.



**HIGH POINT
ALCOHOLIC BEVERAGE CONTROL BOARD**

201 WEST FAIRFIELD ROAD
HIGH POINT, NORTH CAROLINA 27263
(336) 434-2146
FAX (336) 434-6463

BOARD:
David Wall, Chairman
Elizabeth Koonce
James Tanner
Mary Lou Blakeney
Ashley Tillery

General Manager
Rosalind R. Stewart

To: Mr. Matthew Johnson, Town Manager
Town of Jamestown
301 E. Main Street
Jamestown, NC 27282

Dear Mr. Johnson:

Please find attached our proposal for the Amended Distribution Agreement. Thank you for your patience in this process. It is important to us to prepare a thoughtful and equitable proposal.

As you know, Jamestown and High Point have been in partnership for the responsible sale of alcohol in Jamestown since the year 2000. We believe this partnership has been beneficial for all parties. From 2000 to 2023, the store was located at 5512 Gate City Blvd., which was a small storefront with limited space and parking. The store was profitable during this time and amounted to approximately 10% of our total sales for the system.

In 2022, the High Point ABC Board voted to invest in a new location in Grandover Village. This location offers higher visibility and proximity to other popular businesses. The High Point ABC Board wanted to provide the citizens of Jamestown with a modern, attractive, and spacious facility. The upfit of over \$800,000 represents a significant investment from our board and is a clear sign of our commitment to the Jamestown community. We are now able to serve more guests and increase the products offered by 30%.

The new store opened in March of 2023. Although expenses and costs have obviously increased in the new location, the store now accounts for 13.58% of the system's sales. In recognition of the increase in sales, the High Point ABC Board voted to review and amend, if needed, the distribution to Jamestown.

We believe a yearly distribution based on the performance of the Jamestown location would be more equitable than a flat dollar figure as in the current agreement. Our proposal formula is as follows:

EMAIL: hpabc@highpointabc.com

+Total Sales of the Location

- Cost of Goods
 - Taxes and Appropriations
 - Depreciation
 - Store Expenses
 - Pro rata share of Administrative and Warehouse Expenses
-

= Net Profit after Cost and Allocation

Jamestown = 40% High Point ABC Board = 60%

For illustrative purposes, based on the financial data from the previous three years, the distribution would be:

	Category	Y/E 2023	Y/E 2024	Y/E 2025	3 Yr Avg.
1	Sales	\$3,199,963.53	\$3,954,602.43	\$4,205,669.95	\$3,786,745.30
2	Cost of Sales	\$1,643,525.00	\$2,057,286.00	\$2,205,527.00	\$1,958,779.33
3	Taxes	\$733,816.00	\$907,184.00	\$962,513.00	\$867,837.67
4	Gross Profit	\$822,622.53	\$990,132.43	\$1,037,629.95	\$950,128.30
5	Store Expenses less Delivery Fees	\$394,360.00	\$382,619.00	\$420,954.00	\$399,311.00
6	Store Amortization & Depreciation	\$111,175.22	\$178,715.33	\$180,104.66	\$156,665.07
7	Net Profit Before Allocation	\$317,087.31	\$428,798.10	\$436,571.29	\$394,152.23
8	Administrative Cost allocation	\$152,541.44	\$205,535.96	\$ 234,314.00	\$197,463.80
9	Net Profit after Allocation	\$164,545.87	\$223,262.14	\$202,257.29	\$196,688.43
10	40/60 Split Payment to Jamestown	\$65,818.35	\$89,304.86	\$80,902.92	\$78,675.37

Please contact us with any questions you may have about the agreement. We will of course be available to meet with you at your convenience.

Again, thank you for your patience during this process. We look forward to continuing our successful partnership for the responsible sale of alcohol in Jamestown.

David Wall

David Wall
Chairman, High Point ABC Board

FIRST AMENDMENT
TO STATEMENT OF AGREEMENT
REGARDING THE CONSOLIDATED
MUNICIPAL ALCOHOLIC BEVERAGE CONTROL
SYSTEM in JAMESTOWN and HIGH POINT, dated May 13 and 21, 2002

Pursuant to the Resolutions of the Town of Jamestown ("Jamestown") dated _____ and the City of High Point ("High Point") dated _____, this First Amendment to the aforesaid Statement of Agreement is hereby entered into and the parties hereto agree as follows:

1. By Statement of Agreement Regarding the Consolidated Municipal Alcoholic Beverage Control System in Jamestown and High Point, dated May 13 and 21, 2002 (the "Agreement"), Jamestown and High Point established a Consolidated Alcoholic Beverage Control System (the "High Point ABC Board").
2. The Agreement further established the terms and conditions upon which the Jamestown Alcoholic Beverage Control System would be merged into the City of High Point Alcoholic Beverage Control System to create said Consolidated Alcoholic Beverage Control System (High Point ABC).
3. Section 4(a) and (b) of said Agreement defined the amount and provided a payment schedule for the Profit Distribution that would be paid annually by High Point ABC to Jamestown.
4. Pursuant to the procedure set forth in Paragraph 7 of said Agreement, Jamestown and High Point now desire to amend said Agreement to establish a new method of calculating the amount of Profit Distribution due to Jamestown from High Point ABC, and its schedule of payment(s).

Now therefore, the parties hereto agree to amend Section 4(a) and (b) of the Statement of Agreement Regarding the Consolidated Municipal Alcoholic Beverage Control System in Jamestown and High Point, dated May 13 and 21, 2002, to read as follows:

Section 4(a): Quarterly payments shall be made to Jamestown (the "Profit Distribution") based on a percentage of the net profits earned by the High Point ABC store located in Jamestown at 6023 W. Gate City Blvd., (the "Jamestown Store"). "Net Profits" shall be defined as the total amount of gross revenue produced by the Jamestown Store in each quarter minus the amount of expenses and overhead allocation attributed to the Jamestown Store for that quarter. Said Net Profit shall then be paid to Jamestown and to High Point ABC based on the following percentages:

Town of Jamestown: 40%

High Point ABC: 60%

Section 4(b): The first three quarterly Profit Distribution payments in each fiscal year will be determined based on the unaudited financial statements of High Point ABC. The final payment of the fiscal year will be determined based on the financial statement produced by High Point ABC's independent auditor, and any necessary adjustments resulting from said audited financial statement may be made to the final quarterly payment.

This Amendment shall become effective on July 1, 2026. All other terms and conditions set forth in the Agreement shall remain the same.

The governing bodies of each party to this First Amendment, by resolution duly adopted, have authorized the execution and delivery of this First Amendment, and their respective corporate seals to be affixed hereto, the dates and year first above written.

TOWN OF JAMESTOWN

BY: _____
LYNN MONTGOMERY, Mayor

ATTEST:

KATIE WEINER, Town Clerk

CITY OF HIGH POINT

BY: _____
CYRIL JEFFERSON

ATTEST:

SANDRA KEENEY, City Clerk

Book #4 in front of lv
page 1535

RESOLUTION PROVIDING FOR A CONSOLIDATED
MUNICIPAL ALCOHOLIC BEVERAGE CONTROL
SYSTEM IN JAMESTOWN AND HIGH POINT

WHEREAS, there presently exists a Town of Jamestown ("Jamestown") Alcoholic Beverage Control ("ABC") system and the City of High Point ("High Point") Alcoholic Beverage Control ("ABC") system; and

WHEREAS, Jamestown ABC Board and High Point ABC Board and the governing bodies of each of the ABC systems have determined that it is in the public interest as well as that of Jamestown and High Point to have a Consolidated Alcoholic Beverage Control System ("Consolidated ABC System") as permitted by the merger provisions of Chapter 18B of the General Statutes of North Carolina; and

WHEREAS, the Consolidated ABC System will generate greater revenues to both entities that would separate systems in as much as considerable savings will be achieved through combined managerial, administrative, financial, warehousing and retail store functions.

NOW, THEREFORE, BE IT RESOLVED by the Town of Jamestown on May 21, 2002, and the City of High Point on May 13, 2002, that they hereby approve the establishment of a Consolidated ABC System to be known as the City of High Point Alcoholic Beverage Control Board, in accordance with the following attached agreement.

TOWN OF JAMESTOWN

BY: [Signature]
MAYOR

ATTEST:

[Signature]
TOWN CLERK

CITY OF HIGH POINT

BY: [Signature]
MAYOR



ATTEST:

[Signature]
CITY CLERK

COPY

STATEMENT OF AGREEMENT REGARDING THE
CONSOLIDATED MUNICIPAL ALCOHOLIC BEVERAGE CONTROL
SYSTEM IN JAMESTOWN AND HIGH POINT

Pursuant to the resolutions of the Town of Jamestown ("Jamestown") on May 21, 2002 and the City of High Point ("High Point") on May 13, 2002, providing for a Consolidated Alcoholic Beverage Control System ("Consolidated ABC System") in Jamestown and High Point, the parties hereto agree as follows:

1. The Board operating the Consolidated ABC System will be known as the City of High Point Alcoholic Beverage Control Board ("Consolidated ABC Board") and shall be the existing the City of High Point Alcoholic Beverage Control Board. Upon the approval of this consolidation by the North Carolina Alcoholic Beverage Control Commission ("Commission") the Jamestown Alcoholic Beverage Control Board will cease to exist except to execute the provisions of this agreement and to conclude its operations and affairs.

2. The powers of the Consolidated ABC Board shall be those specified in Chapter 18B of the General Statutes of North Carolina. The Consolidated ABC Board will set the times of all meetings and all procedural matters.

3. The Consolidated ABC System will close for retail sales, the Jamestown store at 806 West Main Street and operate the 5812 High Point Road store until it is determined that a new location is needed. The lease for the 5812 High Point Road store will be assigned to the Consolidated ABC Board and the Consolidated ABC Board will assume all obligations under the lease. The Consolidated ABC System shall handle all municipal ABC Sales within the two (2) municipalities, including retail and liquor by the drink within High Point or Jamestown.

4. The Consolidated ABC System shall pay Profit Distributions to the Town of Jamestown as follows:

- (a) A guaranteed payment of Fifty Thousand Dollars (\$50,000.00) per year during the term of this Agreement, to be made payable quarterly in equal installments on January 1, April 1, July 1 and October 1 of each calendar year.

- (b) The payments made under Section 4(a) paid during the year 2002 will be calculated from the effective date of this agreement through December 31, 2002.

5. The Consolidated ABC System agrees to:

- (a) Purchase within thirty (30) days, of the effective date of this agreement, all saleable inventory at cost from the following two (2) locations:
 - 1. Jamestown ABC Store at 806 W. Main Street
 - 2. Jamestown ABC Store at 5812 High Point Road
- (b) Furnish a Certified Audit Report annually to the Town of Jamestown.
- (c) Employ current full-time Jamestown ABC employees, if there are positions available and they are otherwise qualified, in the discretion of the Consolidated System.

6. This Agreement may be terminated pursuant to North Carolina General Statutes 18B-703. Nothing in this agreement shall be construed to prohibit the City of High Point and the City of High Point Alcoholic Beverage Control Board from pursuing and merging with any other Alcoholic Beverage Control system. However, in the event of any said merger, this agreement shall remain in full force and effect.

7. This document constitutes the entire agreement between the parties, supersedes and replaces all prior negotiations and may be amended or terminated only with the consent of the Commission and then only, pursuant to resolutions duly adopted by the governing bodies of Jamestown and High Point. In the event that any litigation is instituted in connection with this document by any party, against any other party, the prevailing party shall be entitled to recover any and all costs of the litigation, including reasonable attorneys' fees, which shall include any and all appeals.

8. The consolidation of the systems and the provisions herein set forth shall become effective the later of the first day of the month following the approval of the North Carolina Board of Alcoholic Beverage Control or July 1, 2002.

The governing bodies of each party to this Agreement, by resolution duly adopted, have authorized the execution and delivery of this Agreement, and the respective corporate seals to be affixed hereto, the dates and year first above written.

TOWN OF JAMESTOWN

BY: W. J. [Signature]
MAYOR

ATTEST:

[Signature]
TOWN CLERK

CITY OF HIGH POINT

BY: [Signature]
MAYOR



ATTEST:

[Signature]
CITY CLERK

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Deborah G. Gaskey, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Anne B. Petty personally came before me this day and acknowledged that she is Town Clerk for The Town of Jamestown, a municipality and that by authority duly given and as the act of Town, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its Town Clerk.

Witness my hand and official stamp or seal this 21st day of May, 2002.

My commission expires:

7/7/2006

Deborah G. Gaskey
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

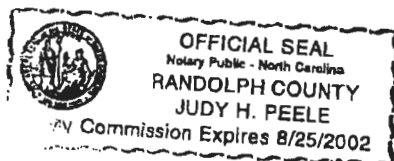
I, Judy H. Peele, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Lisa B. Vierling personally came before me this day and acknowledged that she is City Clerk for the City of High Point, a municipality and that by authority duly given and as the act of the City, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

Witness my hand and official stamp or seal this 16th day of May, 2002.

My commission expires:

8/25/02

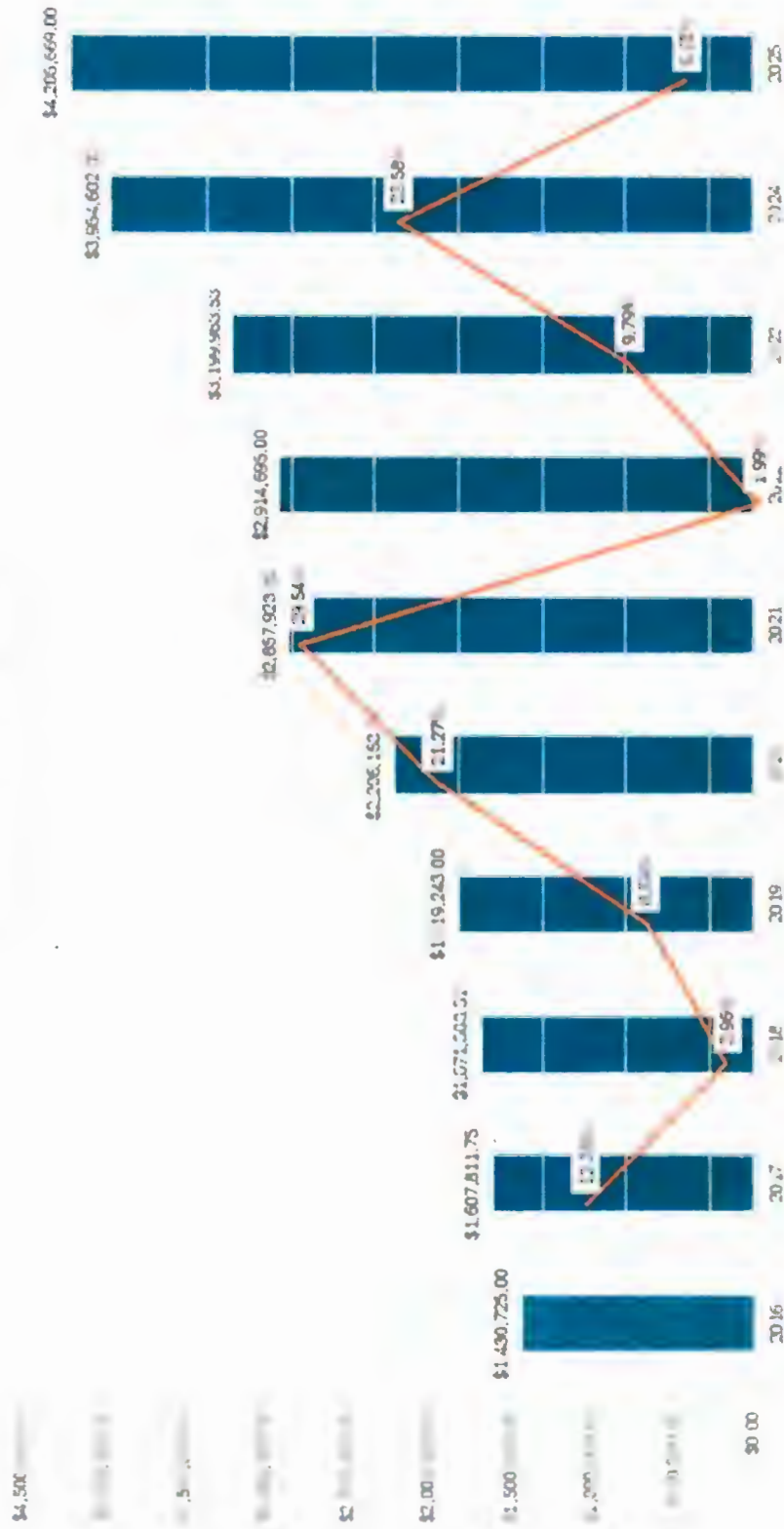
Judy H. Peele
Notary Public



The estimated split for Y/E 2025 would be \$80,903; the three-year average would be \$78,675.

	Category	Y/E 2023	Y/E 2024	Y/E 2025	3 Yr Avg.
1	Sales	\$3,199,963.53	\$3,954,602.43	\$4,205,669.95	\$3,786,745.30
2	Cost of Sales	\$1,643,525.00	\$2,057,286.00	\$2,205,527.00	\$1,968,779.33
3	Taxes	\$733,816.00	\$907,184.00	\$962,513.00	\$867,837.67
4	Gross Profit	\$822,622.53	\$990,132.43	\$1,037,629.95	\$950,128.30
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7	Net Profit Before Allocation	\$317,087.31	\$428,798.10	\$436,571.29	\$394,152.23
8	Administrative Cost allocation	\$152,541.44	\$205,535.96	\$ 234,314.00	\$197,463.80
9	Net Profit after Allocation	\$164,545.87	\$223,262.14	\$202,257.29	\$196,688.43
10	40/60 Split Payment to Jamestown	\$65,818.35	\$89,304.86	\$80,902.92	\$78,675.37

Jamestown ABC Store Sales



Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Interlocal Agreement Funding for the Jamestown Public Library

AGENDA ITEM #: II.G.



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance Department

CONTACT PERSON: Faith Wilson

SUMMARY:

This contract is for FY 27 (ending June 30, 2027) and is an interlocal agreement between the Town of Jamestown and Guilford County to provide services for the library. This is a one year contract for \$55,500. Once funds are received from Guilford County, a budget amendment is done and the funds will pass through to the Jamestown Public Library. Town of Jamestown does not retain any funds from this agreement. The interlocal agreement is based on the Guilford County budget each fiscal year.

ATTACHMENTS: Interlocal Agreement for Guilford County Library Services

RECOMMENDATION/ACTION NEEDED: Approve Interlocal Agreement for Guilford County Library Services

BUDGETARY IMPACT: \$55,500 (budget amendment to accept funds and funds are then passed through to Jamestown Public Library)

SUGGESTED MOTION: Approve Interlocal Agreement for Guilford County Library Services

FOLLOW UP ACTION NEEDED: Mayor Dickenson to sign Interlocal Agreement for Guilford County Library Services

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT REGARDING FUNDING FOR THE JAMESTOWN PUBLIC LIBRARY, hereinafter referred to as the "Interlocal Agreement" or the "Agreement," is hereby made, entered into and effective this 1st July 2026, by and between the TOWN OF JAMESTOWN, a municipal corporation in the State of North Carolina, hereinafter referred to as the "TOWN," and GUILFORD COUNTY, North Carolina, a body politic and corporate, hereinafter referred to as the "COUNTY", and also collectively referred to as the "Parties."

W I T N E S S E T H :

THAT WHEREAS, since 1993, the COUNTY has appropriated grant funds to the TOWN each fiscal year for the Jamestown Public Library to carry out its programs and activities; and,

WHEREAS, on, the GUILFORD COUNTY Board of Commissioners approved this Interlocal Agreement with the TOWN OF JAMESTOWN and the Agreement was entered into between the Parties on. The TOWN and COUNTY have determined that it is in the public benefit and interest to enter into this Amendment No.3 to the Interlocal Agreement Regarding Funding for the Jamestown Public Library, effective July 1, 2026; and,

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right; and,

WHEREAS, the TOWN and the COUNTY agree that this Interlocal Agreement, as amended, shall continue for one(1) year, from July 1, 2026, to June 30, 2027, unless amended or terminated pursuant to the terms herein; and,

WHEREAS, the governing bodies of the TOWN and COUNTY have ratified this Interlocal Agreement by approvals being recorded in their respective Minutes.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement herein accruing to the benefit of each of the respective Parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the TOWN and the COUNTY, the Parties agree as follows: -

1. **The Jamestown Public Library.** The TOWN, pursuant to the authority granted in N.C.G.S. §1 53A-261, et. seq., and in compliance with all applicable laws, shall continue to support a public library system for the benefit of all citizens of Guilford County. This public library system shall be entitled,

"The Jamestown Public Library". It shall be operated as the TOWN deems to be in the public interest and benefit.

2. **Term of Agreement.** This Interlocal Agreement shall continue for one (1) year, from July 1, 2026, to June 30, 2027, unless amended or terminated pursuant to the terms herein.

3. **Annual Payments to TOWN.** In consideration for the performance of the TOWN'S Library Services, the COUNTY shall pay to the TOWN the lump sum of **\$55,500.00** under the terms of this Interlocal Agreement for the first fiscal year 2026-2027.

This allocation of funding may be combined with additional funding, as may be authorized in separate Interlocal Agreements between the COUNTY and the TOWN for Fiscal Year 2026-2027 .

4. **Additional Payments to TOWN.** At the time that any future, additional payment amounts are appropriated by the GUILFORD COUNTY Board of Commissioners or are otherwise provided by any other funding sources, new written Agreements hereto will be entered into and executed between the Parties. Any such Agreements for additional funding will serve as supplements hereto and shall not replace or supersede this Interlocal Agreement and vice versa.

5. **Appropriation of Funds.** It is the Parties' desire that, during the term of this Contract, it be an ongoing Contract, continuing from year to year (crossing the County's fiscal years) without the necessity of re-execution, subject to continued appropriation by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

6. **"Clawback" for Non-Performance or Violation.** If the TOWN fails to perform its obligations under this Agreement, or if the TOWN shall violate any of the provisions of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the TOWN of such termination at least thirty (30) days before the effective date of such termination . In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. Furthermore, the COUNTY reserves the right to require TOWN to repay funds expended in violation of the terms and conditions of this Agreement.

7. **Termination.** This Interlocal Agreement may be terminated by either Party by providing twelve (12) months written notice prior to the start of the next fiscal year.

8. **Notice.** Notices under this Interlocal Agreement shall be deemed sufficient upon the mailing to the Parties by certified or registered mail at the following locations:

Guilford County
County Manager
P.O. Box 3427
Greensboro, NC 27402

Town of Jamestown
Town Manager
P.O. Box 848
Jamestown, NC 27282.

9. **Amendment.** The terms of this Agreement may only be amended with a written Contract Amendment executed by both Parties.

10. **Performance.** The TOWN must establish and provide to the COUNTY criteria that will be used in monitoring the accomplishment of established goals and objectives along with performance measures. The TOWN shall submit to the COUNTY an annual performance report and an annual status report of all program activities, including a summary of the accomplishment of stated goals and objectives.

The COUNTY shall be entitled to conduct program evaluations of the Jamestown Public Library's activities, particularly as related to the accomplishments of established goals and objectives and the quality and impact of services being delivered.

11. **Books, Records and Accounting.** All accounts, books, ledgers, journals and other records of the Jamestown Public Library shall be maintained by the TOWN in accordance with generally accepted accounting principles, practices and procedures for a period of at least three (3) years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the TOWN.

12. **Audit.** A copy of the current audit of the comprehensive annual financial report (CAFR) and current management letter for the TOWN will be submitted to the GUILFORD COUNTY Internal Audit Office within six (6) months of the TOWN's fiscal year end. Included in the TOWN's CAFR will be the funding passed through the TOWN to the Jamestown Public Library. The Jamestown Public Library shall provide the COUNTY's Internal and External Auditors, during regular business hours, access to the Jamestown Public Library's books and records. A copy of the financial records and operations of the Jamestown Public Library shall be provided by the TOWN at the COUNTY's discretion.

13. **Drug-Free Workplace.** The TOWN must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace of 1988 41 U.S.C.701).

14. **Indemnification.** As a condition of receiving funds from GUILFORD COUNTY, the TOWN agrees to fully indemnify and hold harmless GUILFORD COUNTY, its officers, agents, and employees

from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.

15. **Independent Contractor.** The COUNTY is in no way responsible for the administration or supervision of the TOWN'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.

16. **Assignment.** The TOWN shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without prior written approval of the COUNTY.

17. **Non-Discrimination.** In connection with the performance of this Agreement, the TOWN shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.

18. **Meetings.** Meetings of the Jamestown Public Library's Board of Directors, Advisory Board or Governing Board must be open to the public.

19. **Governing Board.** The Board of Commissioners may, in its discretion, place an ex-officio member on the Governing Board of the Jamestown Public Library, to the extent allowed by law.

20. **Entire Agreement.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties regarding the matters set forth herein. All prior conversations or writings between the Parties hereto or their representatives are hereby merged within and extinguished. This Contract shall not be modified except by a Contract Amendment or separate Agreement subscribed to by both Parties. The Parties agree that, in addition to this Interlocal Agreement Regarding Funding for the Jamestown Public Library, other Contracts or Contract Amendments regarding Library Services may be entered into by the Parties during the term of this Agreement, as provided herein.

21. **Jurisdiction.** This Contract is subject to the jurisdiction and laws of the State of North Carolina.

22. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
SEE THE FOLLOWING PAGE FOR CONTINUATION AND SIGNATURES.

IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement Regarding Funding for the Jamestown Public Library in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

GUILFORD COUNTY

By: _____
Robin B. Keller, Clerk to Board Date

By: _____
Victor Isler, County Manager Date

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

, Finance Director Date

THE TOWN OF JAMESTOWN

Town Manager Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

By: _____
Town Attorney Date

By: _____
Finance Officer

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: YMCA request for providing services

AGENDA ITEM #: II.H



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION:

DEPARTMENT: Finance Department

CONTACT PERSON: Faith Wilson

SUMMARY:

The Town wishes to provide recreation services to the citizens of Jamestown for fiscal year 2026-2027. 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 each participant and their address. The Town will pay the YMCA based on the number of Jamestown residents participating in each recreational activity at the agreed upon rate set forth in Exhibit A attached to the contract, up to the total amount of \$10,000.00.

ATTACHMENTS: Contract

RECOMMENDATION/ACTION NEEDED: Approve funding of services by YMCA / contract

BUDGETARY IMPACT: \$10,000

SUGGESTED MOTION: Approve funding of up to \$10,000 for YMCA providing recreation services for youth and adult Jamestown residents.

FOLLOW UP ACTION NEEDED: Mayor Dickenson to sign contract

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

CONTRACT FOR SERVICES
YMCA of GREENSBORO, INC.,

THIS CONTRACT, entered into as of the 1st day of July 2026, by and between the Town of Jamestown, (hereinafter referred to as "the TOWN"), and the YMCA of Greensboro, Inc., d/b/a Mary Perry Ragsdale YMCA, a North Carolina Non-Profit Corporation (hereinafter referred to as "the YMCA").

WITNESSETH:

WHEREAS, the TOWN has appropriated certain funds for the YMCA, as hereinafter stated, from the TOWN's General Fund Budget. In exchange for said funding, the YMCA 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 YMCA as follows:

1. **TERM OF CONTRACT:** This Contract shall commence on July 1, 2026 and shall end on June 30, 2027. If the YMCA 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 YMCA, 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 recreational, health and fitness activities. The YMCA 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 recreational and related programming for its citizens as described in Section 2 above pursuant to North Carolina General Statute Article 18, §160A-350, et seq.
4. **ANNUAL APPROPRIATION:** For Fiscal Year 2026-2027, the amount of funding appropriated for the YMCA by the TOWN is \$10,000.00.
5. **PAYMENT:** The TOWN will pay the annual appropriation to the YMCA as follows: At the end of each recreation season and/or program, the YMCA shall provide the TOWN with a list containing the names of each participant and his/her home address. The TOWN will pay the YMCA based upon the number of Jamestown residents participating in each recreational activity at the agreed upon rates set forth in Exhibit A attached hereto, up to the total amount of \$10,000.00. Said payments shall be mailed to the YMCA at: 900 Bonner Drive, Jamestown NC 27282.
6. **USE OF FUNDS:** Funding provided to the YMCA under this Contract shall be used exclusively to provide the recreational and related programming activities 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 Statutes Article 18, §160A-350 et seq.

7. **ANNUAL ACTIVITY REPORT:** The YMCA 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 2027, 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 YMCA financial statements.
 - B. The YMCA agrees that it will provide the TOWN with an annual financial report derived from the YMCA accounting system for the year-end period. The YMCA 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 YMCA'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 YMCA is a non-profit corporation established under the laws of the State of North Carolina, and is an independent contractor. The YMCA 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 YMCA 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 YMCA shall not, in any way, be considered employees of the TOWN.
11. **ASSIGNMENT:** The YMCA 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:

YMCA:

TOWN:

Director
YMCA of Greensboro, Inc.
PO Box 1345
Jamestown, NC 27282

Town Manager
Town of Jamestown
301 E. Main Street
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 YMCA 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 YMCA 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 YMCA 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 YMCA 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 YMCA's performance of the indemnity provisions of this Contract, but the amount of such insurance shall not limit the YMCA's liability nor relieve the YMCA 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 YMCA shall provide evidence of all insurance required by this Contract.

15. INDEMNIFICATION: The YMCA 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 YMCA; 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 YMCA'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 YMCA 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 YMCA 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 YMCA's bylaws, or insurance policies, the YMCA agrees that it shall immediately notify the Town Manager. The YMCA 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: _____
Susan Dickenson, Mayor

THE YMCA of GREENSBORO, INC.
d/b/a/ MARY PERRY RAGSDALE YMCA

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

EXHIBIT A

Adult Fitness Yoga in the Park:

- Cost: \$70 per class (including 2 hours of instructor time)
- Duration: July-August 2025 (9 classes), May-June 2026 (8 classes)
- Total cost: \$1190
- Description: Weekly yoga classes will be held at Wrenn Miller Park, providing adults with an opportunity to enhance their fitness levels in a scenic outdoor setting. The YMCA will provide certified instructors and necessary equipment.

Water Fitness for Adults and Seniors:

- Average cost per monthly class for a member: \$35
- Offer one Boga Board session for Jamestown residents for Free-\$280 total cost
- Duration: Year-round
- Cost for subsidizing classes at 50% off for 4 Jamestown residents for the year + offer one session of Boga board for free: \$1120
- Description: The YMCA offers a range of water fitness classes catering to different skill levels. By subsidizing the cost for Jamestown residents, we aim to make these classes more accessible and affordable, promoting physical activity among adults and seniors.

Youth Sports Programs:

- Average cost per child: \$90
- Duration: Year-round (including all seasons, sports, camps and conditioning classes)
Estimated participation: Approximately 80 youth from Jamestown
- Total cost: \$7200
- Description: Our youth sports programs encompass various sports throughout the year, providing opportunities for skill development, physical activity, and social interaction among Jamestown youth. Financial support will make these programs more affordable for residents.

Summer Camp Field Trips:

- Approximate cost per child per week: \$12
- Duration: 10 weekly trips from June to August
- Proposed support: \$1200 to offset costs for Jamestown resident youth (about 10 per week)
- Description: Field trips are an integral part of our summer camp program, offering educational and enriching experiences for participants. Financial assistance will ensure inclusivity and access for Jamestown youth.

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: \$10,000.00 _____</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>
 <i>Town Finance Officer</i>

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: _____
The YMCA of Greensboro Inc
DBA Mary Perry Ragsdale YMCA

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: _____

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Gianville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Jamestown Library Contract

AGENDA ITEM #: II.1



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION:

DEPARTMENT: Finance Department

CONTACT PERSON: Faith Wilson

SUMMARY:

Attached is the annual contract for Library Services to be provided to the Town by the Jamestown Public Library for fiscal year 2026-2027. 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.

ATTACHMENTS: Contract

RECOMMENDATION/ACTION NEEDED: Approve the annual contract with Jamestown Public Library for library services

BUDGETARY IMPACT: \$64,000

SUGGESTED MOTION: Approve the annual contract with Jamestown Public Library for library services to be provided for the residents of the Town of Jamestown.

FOLLOW UP ACTION NEEDED: Mayor Dickenson to sign contract.

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

CONTRACT FOR SERVICES
JAMESTOWN PUBLIC LIBRARY

THIS CONTRACT, entered into as of the 1st day of July 2026, by and between the Town of Jamestown, (hereinafter referred to as "the TOWN"), and the Old Jamestown School Association, Inc., dba Jamestown Public Library, a North Carolina Non-Profit Corporation (hereinafter referred to as "the LIBRARY").

WITNESSETH:

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

1. **TERM OF CONTRACT:** This Contract shall commence on July 1, 2026 and shall end on June 30, 2027. If the LIBRARY 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 LIBRARY, 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 free access to public library services to residents of the Town. "Public library services" shall include, but not be limited to, adult and children's literacy programs, cultural programs, and the ability to borrow items from the LIBRARY's collection of books, magazines and other literacy materials in both paper and electronic formats. The LIBRARY 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 public library services for its citizens as described in Section 2 above pursuant to North Carolina General Statute §160A-209(c)20 and § 153A-264.
4. **ANNUAL APPROPRIATION:** For Fiscal Year 2026-2027, the amount of funding appropriated for the LIBRARY by the TOWN is \$64,000.00, to be paid in quarterly installments of \$16,000.00.
5. **PAYMENT:** The TOWN will pay the annual appropriation to the LIBRARY as follows: \$16,000.00 per quarter beginning and continuing on July 1, 2026, October 1, 2026, January 1, 2027 and April 1, 2027. Said quarterly payments shall be mailed to the LIBRARY at: P.O. Box 1345, Jamestown, North Carolina 27282.
6. **USE OF FUNDS:** Funding provided to the LIBRARY under this Contract shall be used exclusively to provide the public library 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 public library services as authorized under North Carolina General Statute §160A-209(c)20 and §153A-264 and outlined specifically in Section 2.

7. **ANNUAL ACTIVITY REPORT:** The LIBRARY 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 2027, 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 LIBRARY financial statements.
 - B. The LIBRARY agrees that it will provide the TOWN with an annual financial report derived from the LIBRARY's accounting system for the year-end period. The LIBRARY 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 LIBRARY'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 LIBRARY is a non-profit corporation established under the laws of the State of North Carolina, and is an independent contractor. The LIBRARY 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 LIBRARY 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 LIBRARY shall not, in any way, be considered employees of the TOWN.
11. **ASSIGNMENT:** The LIBRARY 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:

LIBRARY:

Chair- Board of Trustees
Jamestown Public Library
PO Box 1345
Jamestown, NC 27282 J

TOWN:

Town Manager
Town of Jamestown
301 E. Main Street
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 LIBRARY 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 LIBRARY 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 LIBRARY agrees to keep its personal property located at the Old Jamestown Library, 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 LIBRARY 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 LIBRARY'S performance of the indemnity provisions of this Contract, but the amount of such insurance shall not limit the LIBRARY'S liability nor relieve the LIBRARY 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 LIBRARY shall provide evidence of all insurance required by this Contract.

15. INDEMNIFICATION: The LIBRARY 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 LIBRARY; 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 LIBRARY'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 LIBRARY 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 LIBRARY 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 LIBRARY'S bylaws, or insurance policies, the LIBRARY agrees that it shall immediately notify the Town Manager. The LIBRARY 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.

TOWN OF JAMESTOWN

BY: _____
Susan Dickenson, Mayor

JAMESTOWN PUBLIC LIBRARY

BY: _____
Gary Haynes, Board Chairman

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: \$64,000.00 _____ 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>
_____ <i>Town Finance Officer</i>

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: _____
Jamestown Public Library

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: _____

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: North Carolina Fusion request for providing services

AGENDA ITEM #: II.J



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance Department

CONTACT PERSON: Faith Wilson

SUMMARY:

The Town wishes to provide recreation services to the citizens of Jamestown for fiscal year 2026-2027. The Town does not have the available staffing levels to be able to do this; thus the Town wishes to contract with NC Fusion to provide these services. The Town proposes to fund up to \$10,000 for these recreation services for the youth. NC Fusion will provide a list of names of each participant and their address. The Town will pay NC Fusion based on the number of Jamestown residents participating in each recreational activity at the agreed upon rate set forth in the contract, up to the total amount of \$10,000.00.

ATTACHMENTS: Contract

RECOMMENDATION/ACTION NEEDED: Approve funding of services by NC Fusion / contract

BUDGETARY IMPACT: \$10,000

SUGGESTED MOTION: Approve funding of up to \$10,000 for NC Fusion providing recreation services for youth Jamestown residents.

FOLLOW UP ACTION NEEDED: Mayor Dickenson to sign contract

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

CONTRACT FOR SERVICES
North Carolina Triad Fusion, Inc.

THIS CONTRACT, entered into as of the 1st day of July 2026, by and between the Town of Jamestown, (hereinafter referred to as "the TOWN"), and North Carolina Fusion of Greensboro, a North Carolina Non-Profit Corporation (hereinafter referred to as "NC Fusion, Inc.").

WITNESSETH:

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

1. **TERM OF CONTRACT:** This Contract shall commence on July 1, 2026 and shall end on June 30, 2027. If NC Fusion 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:** NC Fusion, 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 recreational, health and fitness activities. NC Fusion 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 recreational and related programming for its citizens as described in Section 2 above pursuant to North Carolina General Statute Article 18, §160A-350, et seq.
4. **ANNUAL APPROPRIATION:** For Fiscal Year 2026-2027, the amount of funding appropriated for NC Fusion, by the TOWN is \$10,000.00.
5. **PAYMENT:** The TOWN will pay the annual appropriation to NC Fusion as follows: At the end of each recreation season and/or program, NC Fusion shall provide the TOWN with a list containing the names of each participant and his/her home address. The TOWN will pay NC Fusion based upon the number of Jamestown residents participating in each recreational activity at the agreed upon rate set at \$100 per resident, up to the total amount of \$10,000.00. Said payments shall be mailed to NC Fusion at 428 Twins Way Bermuda Run, NC 27006
6. **USE OF FUNDS:** Funding provided to NC Fusion under this Contract shall be used exclusively to provide the recreational and related programming activities 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 Statutes Article 18, §160A-350 et seq.
7. **ANNUAL ACTIVITY REPORT:** NC Fusion 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 2027, 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 NC Fusion financial statements.
- B. NC Fusion agrees that it will provide the TOWN with an annual financial report derived from NC Fusion accounting system for the year-end period. NC Fusion 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 NC Fusion'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: NC Fusion is a non-profit corporation established under the laws of the State of North Carolina, and is an independent contractor. NC Fusion 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. NC Fusion 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 NC Fusion shall not, in any way, be considered employees of the TOWN.

11. ASSIGNMENT: NC Fusion 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:

NC Triad Fusion, Inc.:
Director
North Carolina Fusion
428 Twins Way
Bermuda Run, NC 27006

TOWN:
Town Manager
Town of Jamestown
301 E. Main Street
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: NC Fusion 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. NC Fusion 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. NC Fusion 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. NC Fusion 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 NC Fusion's performance of the indemnity provisions of this Contract, but the amount of such insurance shall not limit the NC Fusion's liability nor relieve NC Fusion 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. NC Fusion shall provide evidence of all insurance required by this Contract.

15. INDEMNIFICATION: NC Fusion 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 NC Fusion; 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 NC Fusion'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, NC Fusion's 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 NC Fusion 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 NC Fusion's bylaws, or insurance policies, NC Fusion agrees that it shall immediately notify the Town Manager. NC Fusion 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: _____
Susan Dickenson, Mayor

North Carolina Triad Fusion, 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: \$10,000.00 _____</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>	
<i>Town Finance Officer</i>	

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: _____
North Carolina Fusion
428 Twins Way
Bermuda Run NC 27006

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: _____

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Historic Jamestown Society Contract

AGENDA ITEM #: II.K



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance Department

CONTACT PERSON: Faith Wilson

SUMMARY:

We have received a request from the Historic Jamestown Society (Society) for funding for the 26-27 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: Mayor Dickenson to sign contract.

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 2026, 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, 2026 and shall end on June 30, 2027. 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 2026-2027, 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 2027, 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:

Director
The Historic Jamestown Society, Inc.
PO Box 512
Jamestown, NC 27282

TOWN:

Town Manager
Town of Jamestown
301 E. Main Street
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: _____
Susan Dickenson, 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: \$10,500.00 _____</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>
_____ <i>Town Finance Officer</i>

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: _____
The Historic Jamestown
Society Inc

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: _____

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Financial Analysis for June 2026

AGENDA ITEM #: II.L.



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION:

DEPARTMENT: Finance Department

CONTACT PERSON: Faith Wilson

SUMMARY:

Summary schedule of cash & deposits, debt balances, and total revenues collected to date and expenditures to date is provided. A detailed budget to actual statements is also included as of 06-30-2026.

Sales tax came in higher at 19.80% compared to June 2025. The sales tax distribution for June is April sales. Sales tax will be received through September for FY 26-27. Franchise tax for 4th quarter FY 26-27 will be received in September. Final motor vehicle tax will be received in August for June FY 26-27. Property tax for June will be received in July FY 26-27.

Expenditures during June include monthly code enforcement, debt service payment on the golf equipment and leaf truck was made, and the 4th quarter Sheriff contract payment was made.

Rounds played in June 2026 were higher than compared to June 2025. There was 3,787 rounds of golf played in June 2025 compared to 3,948 rounds played in June 2026. June had no bad weather days and no closed days. The golf course hosted 3 golf outings and 1 room rental in June.

With June being the last month of the fiscal year, all purchase orders must be closed out-whether projects have been completed or not. Thus a lot of current months activity shows up as negatives-which only means that amounts which were encumbered have not been expended during the fiscal year. These projects with outstanding purchase orders will be rolled over into the new fiscal year. The outstanding amounts will be re-encumbered so these amounts can be paid when the work is done in the new fiscal year, per the approved budget ordinance.

ATTACHMENTS: Summary of financial analysis

RECOMMENDATION/ACTION NEEDED: None

BUDGETARY IMPACT: None

SUGGESTED MOTION: None

FOLLOW UP ACTION NEEDED: None



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

CASH BALANCES

Petty Cash	\$ 1,350
Operating Cash	7,342,995
Certificates of Deposit	3,104,341
Money Market Accounts - First Bank	912,046
North Carolina Capital Management Trust	14,652,058
	<u>\$ 26,012,790</u>

Reservations of cash:

Cash reserved for Randleman Reservoir	\$ 265,520
Cash reserved by Powell Bill for street improvements	\$ 399,580
General Capital Reserve Fund	288,485
Oakdale Sidewalk Phase 3	72,581
Oakdale Sidewalk Phase 2	26,693
Penny Road Sidewalk Capital Project	51,000
Recreational Maintenance Facility Capital Project	-
Water Sewer Capital Reserve Fund	3,899,616
	<u>\$ 5,003,475</u>

Cash by Fund:

General	\$ 8,666,558	
General Capital Reserve Fund	288,485	
Oakdale Sidewalk Phase 3	72,581	
Oakdale Sidewalk Phase 2	26,693	
Penny Road Sidewalk Capital Project	51,000	
Recreational Maintenance Facility Capital Project	-	closed June 2026
Sidewalk Project Fund-Guilford County ARPA and GF Transfer	261,131	
Forestdale East Stormwater Project	175,366	
Jamestown Park Restroom	139,582	
Water/Sewer	12,166,258	
Randleman Reservoir	265,520	
Water/Sewer Capital Reserve Fund	3,899,616	
	<u>\$ 26,012,790</u>	

Cash by Bank:

NCCMT	\$ 14,652,058
Pinnacle Bank	9,342,995
First Bank	2,016,387
	<u>\$ 26,011,440</u>



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

(Report is as of June 2026)

	FYE 06/30/25					As of June '25				
	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	PRIOR YEAR ACTUAL TO DATE	PRIOR YEAR CURRENT BUDGET	PRIOR YEAR ACTUAL TO DATE	PRIOR YEAR UNCOLLECTED TO DATE	PRIOR YEAR Y-T-D % COLLECTED	PRIOR YEAR Y-T-D % COLLECTED
REVENUES (FUND 10)										
PROPERTY TAXES	\$ 4,270,144	\$ 4,238,563	\$ 11,581	99.73%	\$ 4,180,184	\$ 4,034,157	\$ 4,100,194	\$ (64,037)	101.64%	101.64%
MOTOR VEHICLE FEES	111,440	87,982	23,858	78.59%	111,078	122,370	111,078	11,292	90.77%	90.77%
SALES TAXES/HOLD HARMLESS	1,150,000	1,060,228	89,771	92.19%	1,263,403	1,071,000	1,263,403	(192,403)	117.96%	117.96%
UTILITIES SALES TAXES	389,800	318,338	71,462	81.67%	374,046	310,700	374,046	(63,346)	120.39%	120.39%
GRANTS FROM GUILFORD COUNTY	55,500	55,500	-	100.00%	55,500	55,500	55,500	-	100.00%	100.00%
GARBAGE & RECYCLING FEES	245,000	254,675	(9,675)	103.95%	252,832	245,000	252,832	(7,832)	103.20%	103.20%
POWELL BILL	130,000	127,907	2,093	98.39%	130,551	130,551	130,551	-	100.00%	100.00%
STORMWATER FEES	160,000	173,575	(13,575)	108.48%	170,165	171,600	170,165	1,435	99.16%	99.16%
GOLF COURSE FEES	1,408,500	1,637,681	(229,181)	118.27%	1,400,656	1,300,500	1,400,656	(100,156)	107.70%	107.70%
RECREATION FEES	37,000	50,150	(13,150)	135.54%	21,136	31,800	21,136	10,664	66.47%	66.47%
INVESTMENT EARNINGS	165,000	280,352	(115,352)	169.91%	247,985	230,220	247,985	(17,765)	107.72%	107.72%
ISSUANCE OF INSTALLMENT PURCHASE FINANCING	-	-	-	0.00%	279,989	280,000	279,989	11	100.00%	100.00%
OTHER REVENUES	253,432	245,898	7,424	97.07%	546,081	594,807	546,081	48,726	91.81%	91.81%
TRANSFER FROM GENERAL CAPITAL RESERVE FUND	70,100	70,091	9	99.99%	72,000	72,000	72,000	-	100.00%	100.00%
BALANCING APPROPRIATION	1,274,261	-	1,274,261	0.00%	-	623,302	-	623,302	0.00%	0.00%
	\$ 9,720,167	\$ 8,620,642	\$ 1,099,525	88.69%	\$ 9,025,616	\$ 9,273,507	\$ 9,025,616	\$ 247,891	97.33%	97.33%
CAPITAL RESERVE FUND (FUND 11)										
REVENUE										
INTEREST	\$ 100	\$ 131	\$ (31)	131.01%	-	\$ 100	\$ 331	\$ (231)	331.00%	331.00%
TRANSFER FROM GENERAL FUND	153,446	153,446	-	100.00%	-	146,926	146,926	-	100.00%	100.00%
	\$ 153,546	\$ 153,577	\$ (31)	100.02%	-	\$ 147,026	\$ 147,257	\$ (231)	100.16%	100.16%
EXPENDITURES & ENCUMBRANCES (FUND 10)										
GOVERNING BODY	\$ 290,700	\$ 211,623	\$ -	72.80%	\$ 72,651	\$ 147,325	\$ 72,651	\$ -	49.31%	49.31%
ADMINISTRATION	1,179,049	1,067,448	-	90.53%	1,028,498	1,128,076	1,028,498	-	91.17%	91.17%
PLANNING	413,174	267,284	-	64.69%	177,209	234,600	177,209	-	75.54%	75.54%
BUILDINGS & GROUNDS	289,600	165,969	-	57.31%	224,160	345,496	224,160	-	64.88%	64.88%
PUBLIC SAFETY	538,000	442,585	-	82.26%	522,526	548,000	522,526	-	95.35%	95.35%
FIRE	1,115,526	1,106,698	-	99.21%	875,332	886,100	875,332	-	97.78%	97.78%
STREET	853,540	290,112	-	33.99%	740,307	908,079	740,307	-	81.52%	81.52%
POWELL BILL	130,000	-	-	0.00%	227,180	262,551	227,180	-	86.53%	86.53%
STORMWATER	310,000	138,434	-	44.66%	65,388	171,600	65,388	-	38.10%	38.10%
SANITATION	412,247	295,383	-	71.65%	271,946	498,350	271,946	-	54.57%	54.57%
RECREATION	919,820	735,745	-	79.99%	931,739	1,034,563	931,739	-	90.07%	90.07%
GOLF COURSE MAINTENANCE	1,402,533	1,169,564	-	83.39%	1,231,650	1,506,176	1,231,650	-	81.77%	81.77%
GOLF SHOP	897,412	656,340	-	73.14%	558,154	750,270	558,154	-	74.39%	74.39%
DEBT SERVICE	555,100	470,511	-	84.58%	381,734	504,700	381,734	-	75.64%	75.64%
OTHER FINANCE USES	413,466	413,446	-	100.00%	347,681	347,681	347,681	-	100.00%	100.00%
	\$ 9,720,167	\$ 7,431,141	\$ -	76.45%	\$ 7,656,155	\$ 9,273,507	\$ 7,656,155	\$ -	82.56%	82.56%
EXPENDITURES & ENCUMBRANCES (FUND 11)										
TRANSFERS TO OTHER FUNDS	\$ 70,100	\$ 70,091	\$ -	99.99%	\$ 72,000	\$ 72,000	\$ 72,000	\$ -	100.00%	100.00%
RESERVE FOR FUTURE EXPENDITURES	83,446	-	-	0.00%	-	75,026	-	-	0.00%	0.00%
	\$ 153,546	\$ 70,091	\$ -	45.65%	\$ 72,000	\$ 147,026	\$ 72,000	\$ -	48.97%	48.97%

WATER & SEWER FUND

REVENUES (FUND 30)

WATER CHARGES
SEWER CHARGES
INVESTMENT EARNINGS
OTHER REVENUES
TRANSFER FROM RANDLEMAN CAPITAL RESERVE FUND
TRANSFER FROM WATER SEWER CAPITAL RESERVE
BALANCING APPROPRIATION

					FYE 06/30/25 PRIOR YEAR
CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	ACTUAL TO DATE	
\$ 1,390,000	\$ 1,333,116	\$ 58,884	95.91%	\$ 1,155,805	
4,000,000	4,172,074	(172,074)	104.30%	4,335,376	
200,000	315,939	(115,939)	157.97%	447,320	
888,042	808,081	(117,039)	116.99%	748,779	
118,376	118,376	0	100.00%	118,376	
1,776,724	81,502	1,715,222	3.46%	-	
2,918,839	-	2,918,839	0.00%	-	
<u>\$ 11,092,981</u>	<u>\$ 6,807,087</u>	<u>\$ 4,285,894</u>	<u>61.36%</u>	<u>\$ 5,805,656</u>	

RANDLEMAN RESERVOIR CAPITAL RESERVE FUND (FUND 80)

REVENUE

INVESTMENT EARNINGS
TRANSFER FROM ENTERPRISE FUNDS
APPROPRIATED NET ASSETS

\$ 5,000	\$ 8,843	\$ (4,843)	196.87%	\$ 14,259
32,100	32,100	-	100.00%	32,100
81,278	-	81,278	0.00%	-
\$ 118,378	\$ 41,943	\$ 76,435	35.43%	\$ 46,359

WATER AND SEWER CAPITAL RESERVE FUND (FUND 81)

REVENUE

TRANSFER FROM ENTERPRISE FUNDS
INVESTMENT EARNINGS
NET POSITION APPROPRIATED
TRANSFER FROM W/S-SYSTEM DEVELOPMENT FEES

\$ 500,000	\$ 500,000	\$ -	100.00%	\$ 578,189
1,000	1,423	\$ (423)	142.31%	\$ 3,522
1,275,724	-	1,275,724	0.00%	\$ 478,634
808,400	808,400	808,400	100.00%	\$ 578,189
\$ 2,583,124	\$ 1,107,823	\$ 1,275,301	46.49%	\$ 1,836,534

EXPENDITURES & ENCUMBRANCES (FUND 30)

PERSONNEL
WATER PURCHASES
SEWER TREATMENT
DEBT SERVICE
CONTRACT SERVICES & MAINTENANCE
CAPITAL
TRANSFER TO OTHER FUNDS
OTHER OPERATING EXPENDITURES

					FYE 06/30/25
CURRENT	EXPENDITURES	ENCUMBRANCES	UNSPENT	Y-T-D	ACTUAL
BUDGET	TO DATE	TO DATE	TO DATE	SPENT	TO DATE
\$ 1,815,894	\$ 1,458,825	\$ -	\$ 359,069	80.23%	\$ 1,402,151
423,000	298,859	-	124,341	70.60%	328,529
925,000	757,463	-	167,537	81.89%	806,628
249,181	249,234	-	2,947	98.82%	246,731
615,700	421,941	-	194,059	68.48%	488,241
5,182,539	544,889	-	4,647,970	10.49%	1,455,456
1,138,500	1,138,500	-	-	100.00%	1,331,623
733,167	503,393	-	229,774	68.66%	530,407
\$ 11,092,981	\$ 5,367,383	\$ -	\$ 5,725,598	48.39%	\$ 6,569,785

RANDLEMAN RESERVOIR CAPITAL RESERVE FUND (FUND 80)

TRANSFER TO OTHER FUNDS

\$ 118,378	\$ 118,378	\$ -	\$ 0	100.00%	\$ 118,376
\$ 118,378	\$ 118,378	\$ -	\$ 0	100.00%	\$ 118,376

WATER AND SEWER CAPITAL RESERVE FUND (FUND 81)

TRANSFER TO OTHER FUNDS
RESERVE FOR FUTURE EXPENDITURES

\$ 1,776,724	\$ 81,502	\$ -	\$ 1,715,222	3.46%	\$ -
\$ 808,400	-	\$ -	\$ 808,400	0.00%	\$ -
\$ 2,583,124	\$ 81,502	\$ -	\$ 2,321,622	2.56%	\$ -

As of June '25 PRIOR YEAR CURRENT BUDGET	As of June '25 PRIOR YEAR ACTUAL TO DATE	As of June '25 PRIOR YEAR UNCOLLECTED TO DATE	As of June '25 PRIOR YEAR Y-T-D % COLLECTED
\$ 1,100,000	\$ 1,155,805	\$ (55,805)	105.07%
3,578,800	4,335,376	(756,576)	121.14%
361,700	447,320	(85,620)	123.67%
735,783	748,779	(13,018)	101.77%
118,400	118,376	24	99.98%
-	-	-	0.00%
4,089,873	-	4,089,873	0.00%
\$ 9,984,396	\$ 6,805,856	\$ 3,158,680	68.30%

\$ 8,000	\$ 14,259	\$ (6,259)	178.24%
32,100	32,100	-	100.00%
78,300	-	78,300	0.00%
\$ 118,400	\$ 46,359	\$ 72,041	30.15%

\$ 500,000	\$ 578,189	\$ (78,189)	115.94%
1,000	3,522	(2,522)	352.20%
478,634	478,634	-	0.00%
578,189	578,189	-	100.00%
\$ 1,557,823	\$ 1,836,534	\$ (80,711)	105.18%

As of June '25 PRIOR YEAR CURRENT BUDGET	As of June '25 PRIOR YEAR EXPENDITURES TO DATE	As of June '25 PRIOR YEAR ENCUMBRANCES TO DATE	As of June '25 PRIOR YEAR UNSPENT TO DATE	As of June '25 PRIOR YEAR Y-T-D % SPENT
\$ 1,887,900	\$ 1,402,151	\$ -	\$ 285,749	84.07%
449,593	328,529	-	121,064	73.07%
825,000	806,628	-	18,372	97.77%
217,050	246,731	-	(29,681)	113.87%
874,080	488,241	-	405,839	53.57%
3,821,000	1,455,456	-	2,365,544	38.09%
1,340,889	1,331,623	-	9,266	99.31%
768,824	530,407	-	238,417	68.96%
\$ 9,984,336	\$ 6,569,786	\$ -	\$ 3,394,570	65.93%

\$ 118,400	\$ 118,376	\$ -	\$ 24	99.98%
\$ 118,400	\$ 118,376	\$ -	\$ 24	99.98%

\$ -	\$ -	\$ -	\$ -	0.00%
\$ 1,079,189	\$ -	\$ -	\$ 1,079,189	0.00%
\$ 1,079,189	\$ -	\$ -	\$ 1,079,189	0.00%



**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	100,031	11/3/2027	2027/2028
Golf Equipment	169,298	6/5/2028	2027/2028
2024 Leaf truck	219,421	6/30/2031	2030/2031
	<u>\$ 488,750</u>		
WATER & SEWER FUND:			
Water & Sewer Maintenance Facility Construction	<u>\$ 74,961</u>	11/3/2027	2027/2028



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

	<u>Fund (#18)</u>	<u>Fund (#21)</u>	<u>Fund (#23)</u>	<u>Fund (#24)</u>
	<u>Oakdale</u>	<u>Oakdale</u>	<u>Penny Road</u>	<u>Sidewalk Project</u>
	<u>Sidewalk Ph 3</u>	<u>Sidewalk Ph 2</u>	<u>Sidewalk</u>	<u>Guilford County ARPA</u>
	<u>Capital Project</u>	<u>Capital Project</u>	<u>Capital Project</u>	<u>Capital Project</u>
Life to Date Revenues & Other Financing Sources	219,232	79,589	51,000	2,554,795
% of budget received	3%	40%	4%	111%
Life to Date Expenditures	146,088	52,896	-	730,913
% of budget expended	22%	26%	0%	32%
	<u>Fund (#26)</u>	<u>Fund (#27)</u>	<u>Fund (#28)</u>	<u>Fund (#29)</u>
	<u>Parks and Rec PARTF</u>	<u>Parks and Rec AFP</u>	<u>Forestdale East</u>	<u>Jamestown Park</u>
	<u>Guilford County ARPA</u>	<u>Guilford County ARPA</u>	<u>Stormwater Project</u>	<u>Restroom Project</u>
	<u>Capital Project</u>	<u>Capital Project</u>	<u>Capital Project</u>	<u>Capital Project</u>
Life to Date Revenues & Other Financing Sources	430,410	600,000	1,011,700	702,719
% of budget received	100%	100%	100%	100%
Life to Date Expenditures	275,397	599,815	68,874	63,137
% of budget expended	64%	100%	11%	11%

Mayor
Susan Dickenson

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TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Budget Amendment #1 re-encumber funds from FY 25-26

AGENDA ITEM #: II.M.



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION:

DEPARTMENT: Finance Department

CONTACT PERSON: Faith Wilson

SUMMARY:

This amendment will follow direction in the approved Budget Ordinance which directs staff to re-encumber funds for purchases orders that were still open at 6-30-26 due to projects not completed or goods not received, etc. It is important to re-encumber these funds so that purchase orders are left open to complete projects and receive goods.

ATTACHMENTS: Budget Amendment #1

RECOMMENDATION/ACTION NEEDED: None

BUDGETARY IMPACT: None

SUGGESTED MOTION: None

FOLLOW UP ACTION NEEDED: None

FYE 6/30/27
BUDGET AMENDMENT #1

Fund 10:

		Debit	Credit
a.	Other Contracted Services	10-5000-4990	3,078
	Fund Balance Appropriated	10-3991	3,078
	To re-encumber funds from FY 25-26 to FY 26-27 for the asbestos work at the library-the company had to reschedule to July		
b.	Other Contracted Services	10-4900-4990	50,000
	Fund Balance Appropriated	10-3991	50,000
	To re-encumber funds from FY 25-26 to FY 26-27 for the Main Street Study		
c.	Other Contracted Services	10-5600-4990	73,850
	Fund Balance Appropriated	10-3991	73,850
	To re-encumber funds from FY 25-26 to FY 26-27 for MTV fees carryover funds for paving		
d.	Capital Outlay-Building	10-5000-5800	32,989
	Fund Balance Appropriated	10-3991	32,989
	To re-encumber funds from FY 25-26 to FY 26-27 for elevator repair work at Town Hall-half of the work was completed in FY 25-26 company could not finish before year end		
e.	Other Contracted Funds	10-5650-4990	13,100
	Fund Balance Appropriated	10-3991	13,100
	To re-encumber funds from FY 25-26 to FY 26-27 for stormwater fees carryover for stormwater work		

Fund 30:

a.	Capital Outlay-Water Improvement	30-7100-5900	1,187,852
	Net Position Appropriated	30-3992	1,187,852
	To re-encumber funds from FY 25-26 to FY 26-27 for Main Street water line improvements		
b.	Capital Outlay-Sewer Improvements	30-7100-5910	666,428
	Net Position Appropriated	30-3992	666,428
	To re-encumber funds from FY 25-26 to FY 26-27 for cured in place Deep River sewer project		
c.	Capital Outlay-Land Improvement	30-7100-5700	50,000
	Net Position Appropriated	30-3992	50,000
	To re-encumber funds from FY 25-26 to FY 26-27 for the Main Street crosswalk paving improvements once the water line project is complete		
d.	Capital Outlay-Water Improvement	30-7100-5900	350,000
	Net Position Appropriated	30-3992	350,000
	To re-encumber funds from FY 25-26 to FY 26-27 for the Penny Road waterline project for water sewer		
e.	Capital Outlay-Sewer Improvements	30-7100-5910	100,000
	Net Position Appropriated	30-3992	100,000
	To re-encumber funds from FY 25-26 to FY 26-27 Eastside expansion/improvements carryover		

Mayor
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Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Proclamation declaring July as Parks and Recreation Month

AGENDA ITEM #: IV



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

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

SUMMARY:

The U.S. House of Representatives has designated July as Parks and Recreation Month. This year the National Recreation and Parks Association (NRPA) has selected "The Power Of" parks and recreation and the people who make it all possible as the theme for 2026. Throughout the month, everyone is encouraged to celebrate the many ways parks and recreation reveals the power of what connects us. The Power of Connection: Parks and recreation is where relationships grow, cultures meet and communities bond. The Power of Play: From playgrounds to programs to youth sports, play fuels creativity, joy and lifelong learning. The Power of Community: Public spaces offer room for everyone to gather, celebrate and heal. The Power of Nature: Nature restores and inspires us, and parks ensure everyone can access its benefits. The Power of Belonging: Welcoming parks and programs make every person feel valued. The Power of Well-Being: Parks and recreation advances health, resilience and shared community benefits.

ATTACHMENTS: Proclamation Parks and Recreation Month 2026

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A



**PROCLAMATION
PARKS AND RECREATION MONTH
JULY 2026**

WHEREAS, parks and recreation are an integral part of communities throughout this country, including the Town of Jamestown; and

WHEREAS, the services provided by the Parks and Recreation Department are essential to the well-being of our community, providing safe spaces for play, health and wellness programs, cultural activities, and opportunities for social connection; and

WHEREAS, parks and recreation strengthens our community through the power of connection by bringing people together, fostering meaningful relationships, celebrating diverse cultures, and creating welcoming places where neighbors can gather and thrive; and

WHEREAS, the Town of Jamestown is committed to preserving and enhancing parks and natural spaces that showcase the power of nature by providing opportunities for outdoor recreation, environmental stewardship, and access to the physical and mental health benefits of the outdoors; and

WHEREAS, the Town of Jamestown strives to foster the power of belonging by creating inclusive parks, facilities, and programs where every resident feels welcomed, valued, and empowered to participate; and

WHEREAS, Parks and Recreation Month recognizes the power of well-being by highlighting how parks and recreation improve physical health, mental wellness, resilience, and overall quality of life for individuals, families, and the entire community; and

WHEREAS, Parks and Recreation Month provides an opportunity to celebrate our parks, recognize the dedication of parks and recreation professionals and volunteers, and encourage all residents to enjoy the many recreational opportunities the Town of Jamestown has to offer.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Council Member Burgess, on behalf of the Jamestown Town Council, do hereby proclaim July 2026 as Parks and Recreation Month in the Town of Jamestown, and encourage all residents to recognize the importance of our parks and recreation system and to participate in the programs, activities, and special events offered throughout the month.

Adopted this the 21st day of July, 2026.

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Mayor Susan Dickenson



Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Res. in honor of the service of Charles Clapp, Jr. on the P & R Com.

AGENDA ITEM #: V

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CONSENT AGENDA ITEM

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ACTION ITEM

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INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

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

SUMMARY:

Charles Clapp, Jr. has served on the Parks and Recreation Committee since August 2018. He was appointed as an Alternate in 2018 and then appointed for his first term in June 2021. He has been an engaged and active member of the community through his service on the Parks and Recreation Committee. The Town appreciates all the work that he has done for the Town and the community.

ATTACHMENTS: Resolution honoring the service of Charles Clapp, Jr. on the Parks and Rec. Committee

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A



RESOLUTION HONORING THE SERVICE OF CHARLES CLAPP, JR. ON THE PARKS AND RECREATION COMMITTEE

WHEREAS, Charles Clapp, Jr. has served on the Town of Jamestown's Parks and Recreation Committee since August 2018; and

WHEREAS, his work on the Jamestown Park Master Plan has provided the Town with opportunities to receive grant money to develop additional areas in Jamestown more enjoyable for everyone in the community; and

WHEREAS, he supported Town staff in submitting the Parks and Recreation Trust Fund (PARTF) and Accessibility for Parks (AFAP) applications, which were awarded to the Town; and

WHEREAS, the citizens of Jamestown have benefited from his dedication to improving and creating areas in which they can participate in recreational activities with their family and friends; and

WHEREAS, his service has been given willingly, and he has contributed immeasurably to the success of community endeavors and the betterment of the quality of life for many of his fellow citizens; and

WHEREAS, he has garnered the respect of civic leaders and the heartfelt appreciation of countless members of the community;

NOW, THEREFORE, I, Mayor Dickenson, on behalf of the entire Town Council, do hereby express our deep appreciation to Charles Clapp, Jr. for his distinguished years of service and do extend our best wishes in the next chapter of his life.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be spread upon the pages of the official minute book of the Town of Jamestown to stand as a tribute to the work and service of Charles Clapp, Jr.

Witness my hand and the seal of the Town of Jamestown this 21st day of July, 2026.

Mayor Susan Dickenson



Mayor
Susan Dickenson

Town Manager
Matthew Johnson

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Council Members
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TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Res. expressing gratitude to Gov. Stein, Sen. Berger, & Rep. Branson **AGENDA ITEM #:** VI

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CONSENT AGENDA ITEM

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ACTION ITEM

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INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 10 Minutes

DEPARTMENT: Administration

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

SUMMARY:

The Town of Jamestown would like to extend its sincere appreciation to Governor Josh Stein, Senator Phil Berger, and Representative Alan Branson for supporting the Town's Fire Station Project by including \$350,000 in the State budget to assist with facility improvements. The Council would like to present a Resolution formally thanking them for their support at the July 21st Town Council meeting.

ATTACHMENTS: Resolution Expressing Gratitude to Gov. Stein, Sen. Berger, and Rep. Branson

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A



A RESOLUTION EXPRESSING THE GRATITUDE AND APPRECIATION OF THE TOWN COUNCIL OF THE TOWN OF JAMESTOWN TO GOVERNOR JOSH STEIN, SENATOR PHIL BERGER, AND REPRESENTATIVE ALAN BRANSON FOR THEIR SUPPORT OF FUNDING FOR THE TOWN OF JAMESTOWN FIRE STATION PROJECT

WHEREAS, the Town of Jamestown is committed to providing high-quality public safety services to its residents through modern, safe, and effective emergency response facilities; and

WHEREAS, the Town of Jamestown has identified the Fire Station Project as a critical investment in the community's public safety infrastructure, ensuring that the Pinecroft Sedgefield Fire Department is well-equipped to serve current and future generations; and

WHEREAS, the 2026 North Carolina State Budget included a grant in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) for the Town of Jamestown Fire Station Project; and

WHEREAS, this significant state investment will assist the Town in advancing this important public safety project and demonstrates a strong commitment to the safety and well-being of the citizens of Jamestown; and

WHEREAS, Governor Josh Stein, Senator Phil Berger, and Representative Alan Branson provided valuable support for the inclusion of this funding in the 2026 North Carolina State Budget; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Jamestown, North Carolina, that the Mayor and Town Council hereby express their sincere appreciation and gratitude to Governor Josh Stein, Senator Phil Berger, and Representative Alan Branson for their leadership, advocacy, and support in securing the \$350,000 grant for the Town of Jamestown Fire Station Project.

BE IT FURTHER RESOLVED that the Town Council recognizes this partnership with the State of North Carolina as an important investment in the safety of the community and extends its thanks for the continued commitment to the citizens of Jamestown.

BE IT FURTHER RESOLVED that a copy of this Resolution be presented to Governor Josh Stein, Senator Phil Berger, and Representative Alan Branson as a token of the Town's appreciation.

Adopted this the 21st day of July, 2026, by the Town Council of the Town of Jamestown, North Carolina.



Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
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Robert Brown



Council Members
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Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Manager's Report

AGENDA ITEM #: VII-A

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CONSENT AGENDA ITEM

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ACTION ITEM

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INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 5 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: N/A

- A. Despite the intense heat, the Amercia's 250th celebration on July 3rd was a hit! I want to thank Councilmember Burgess for her leadership in organizing the event, and to our councilmembers who braved the heat to greet guests from our community. Also, special thanks to Backyard Flames Food Truck, SnappyLook Photo Booth, and Cakes by B for their help in making the event a success.
- B. Our Music in the Park concert series continues TUESDAY, August 4th for National Night Out which will kick off at 6PM with AM rOdeO! We look forward to seeing everyone at Wrenn Miller Park.
- C. Recently, there was a fire at Jamestown Park which damaged the new playground there. I am happy to report that the damages are covered by insurance and we have received notice to proceed in making those repairs.
- D. With the new budget year comes the responsibility for our Finance staff to prepare for our annual audit. This process includes compiling financial records, reconciling accounts, and coordinating with our external auditors to ensure a smooth and timely review. Staff will be working over the coming months to gather documentation and respond to auditor requests, with the goal of receiving an unmodified (clean) opinion on the Town's financial statements.

Key Dates:

Aug 3rd – Parks & Recreation Regular Meeting - 6 PM – Council Chambers
Aug 4th – Music in the Park – 6PM – 10 PM
Aug 6th – Bulk Pickup Day
Aug 10th – Planning Board Regular Meeting – 6 PM – Council Chambers
Aug 18th – Town Council regular meeting – 6 PM – Council Chambers

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TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Request for public hearing- LDO Text Amendment (2026-02) and FIRM Floodplain Maps Adoption - FEMA

AGENDA ITEM #: VII-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 30 mins

DEPARTMENT: Planning

CONTACT PERSON: José Colón Rivera-Planning Director

SUMMARY:

The Town Council was requested to schedule a public hearing for July 21, 2026 to consider adoption of LDO text amendment related to Flood Damage Prevention, updated FEMA Flood Insurance Rate Maps (FIRMs), and associated flood hazard data. The LDO articles being updated are Article 3 - Definitions, Article The updated maps and ordinance guidelines are being issued by the Federal Emergency Management Agency (FEMA) as part of the statewide floodplain mapping update process.

Adoption of LDO text amendment and updated floodplain maps prior to the effective date is necessary to maintain the Town's participation in the National Flood Insurance Program (NFIP). According to the North Carolina Department of Public Safety, failure to adopt the updated maps before August 21, 2026 would result in suspension from the NFIP until the maps are adopted. Suspension from the NFIP would affect the availability of federally backed flood insurance policies within the Town. The state requires an approved amendment of the LDO and revised maps by the governing board (Town Council) to satisfy the requirement.

A hard copy of the updated floodplain maps and study will be available at Town Hall (Front Conference Room) if you would like to review them in person, and included in the link below or under the Town's website under "Documents", "Planning". The proposed updates to the Town's LDO to remain in compliance with FEMA guidelines is included in the Staff Report.

The Planning Board considered the Text Amendment #2026-02 at the July 13, 2026 Planning Board Hearing. The Board unanimously voted to recommend approval of the text amendment.

Matthew Stillwagon, NFIP Planner with the Division of Emergency Management, will be present at the July 21st Council hearing to answer related questions regarding this compliance item.

<https://cms2.revize.com/revize/jamestownnc/FIRM%20Maps%20-%20Jamestown%20and%20Index%20-%202026.pdf?t=202605151406160&t=202605151406160>

ATTACHMENTS: Staff Report, New Floodplain (FIRM) Maps, effective on June 10, 2026 - Link

RECOMMENDATION/ACTION NEEDED: Approve/Deny text amendment as presented

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to approve LDO Text Amendment to Article 3, 7, and 18 as presented and adoption of updated FIRM maps for FEMA Compliance

FOLLOW UP ACTION NEEDED: Update LDO and report compliance to FEMA staff



Planning Board Meeting Date: July 13, 2026

Town Council Meeting Date: July 21, 2026

BACKGROUND:

The proposed text amendments to the Flood Damage Prevention provisions of the Land Development Ordinance are requested in coordination with the Federal Emergency Management Agency (FEMA) and the North Carolina Division of Emergency Management as part of the Town's continued participation in the National Flood Insurance Program (NFIP). The amendments are intended to update and modernize the Town's floodplain regulations to reflect current FEMA model ordinance language, updated definitions, administrative procedures, floodplain development standards, and references associated with the updated Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS). The proposed amendments are necessary to maintain compliance with federal and state floodplain management requirements and to ensure continued eligibility for participation in the NFIP.

The proposed ordinance revisions include updates to the definition section, floodplain administration procedures, permitting requirements, development standards, and enforcement provisions to align with FEMA's current non-coastal model Flood Damage Prevention Ordinance for North Carolina communities. The amendments also incorporate updated terminology, revised floodplain management practices, and administrative provisions recommended by the State NFIP Branch. Please be aware that this is primarily a compliance item. Adoption of the updated ordinance language in the Land Development Ordinance (LDO) and associated FEMA mapping references is required prior to the effective date of the updated FIRMs/floodplain maps in order for the Town to remain in good standing within the National Flood Insurance Program. Failure to adopt the required updates could result in suspension from the NFIP, which may affect the availability of federally backed flood insurance and certain forms of federal disaster assistance within the Town.

REQUEST:

The proposed text amendment, as summarized above will add and update definitions to *Article 3- Definitions* that relate to flood damage prevention, *Article – 7 – Permits and Procedures (specifically Section 7.12- Floodplain Development and Certification Permit)*, and update standards to *Article 18 – Flood Damage Prevention* of the Land Development Ordinance based on the required updates from Non-Coastal NC Model Flood Damage Prevention Ordinance, provided by FEMA. The text in blue is new text being added to the LDO and ~~strikethrough text~~ is being omitted.

SUMMARY OF TEXT AMENDMENT, BY ARTICLE:

Article 3 – Definitions

The proposed amendments to *Article 3 – Definitions* add and update floodplain-related definitions needed to administer the revised Flood Damage Prevention standards. These updates include new or revised definitions for flood hazard zones, including A Zone, AE Zone, AH Zone, Area of Shallow Flooding, and X Zones, as well as definitions related to floodplain administration, floodproofing, manufactured homes, recreational vehicles, repetitive loss properties, Section 1316 declarations, and critical facilities .

The Article 3 amendments also modernize terminology used throughout the Flood Damage Prevention provisions by defining key terms such as Community, Community Rating System, Critical Facility, Dry Floodproofing, Flood/Flooding, Floodplain Administrator, Repetitive Loss, Repetitive Loss Property, Section 1316, and Severe Repetitive Loss Structure . These definitions support the updated permitting, certification, development, variance, enforcement, and administrative procedures proposed in Articles 7 and 18.

Article 7 – Permits and Procedures

The proposed amendments to *Article 7 – Permits and Procedures*, specifically Section 7.12 – Floodplain Development and Certification Permit, update the Town’s floodplain permit procedures to align with the revised Article 18 standards. The amendments clarify that a Floodplain Development Permit is required before development activity occurs within Special Flood Hazard Areas and expand the listed development activities to include grading, filling, excavation, placement of structures, storage of materials or equipment, and other development activity .

The Article 7 revisions also update plan submittal and certification requirements by using current terminology such as Special Flood Hazard Area, Base Flood Elevation, Regulatory Flood Protection Elevation, and NAVD 1988. The amendments add updated FEMA certificate references, including FEMA Form FF-206-FY-22-152 for Elevation Certificates and FEMA Form FF-206-FY-22-153 for Floodproofing Certificates, and require floodproofing submissions to include supporting data, an operational plan, and an inspection and maintenance plan .

Additional Article 7 updates include expanded requirements for flood openings, flood-resistant materials, utility protection, recreational vehicles, temporary structures, accessory structures, watercourse alteration or relocation, manufactured home foundation certification, and substantial improvement/substantial damage determinations. The section also adds procedures for determining whether proposed work constitutes substantial improvement or repair of substantial damage and clarifies that violations of floodplain permit and certification requirements are subject to the enforcement provisions of Articles 18 and 23, as applicable .

Article 18 – Flood Damage Prevention

The proposed amendments to *Article 18 – Flood Damage Prevention* update the Town’s floodplain management standards to reflect current FEMA model ordinance language and the updated FIRMs and FIS for Guilford County. The amendments revise the basis for establishing Special Flood Hazard Areas by referencing the Cooperating Technical State agreement between North Carolina and FEMA and the updated Flood Insurance Study and Flood Insurance Rate Maps for Guilford County, including the June 10, 2026 effective date .

The Article 18 amendments update floodplain development permit requirements by requiring a more complete description of proposed development, including structures, grading, filling, paving, excavation, drilling, storage of equipment or materials, utilities, pools, bridges, drainage facilities, and other development, together with a cost estimate . The amendments also update certification requirements for elevation and floodproofing, including updated FEMA form references, NAVD 1988 elevation datum language, finished construction certification requirements, and inspection and maintenance plan requirements for floodproofed non-residential structures .

The proposed Article 18 revisions also strengthen flood hazard reduction standards by addressing buildings or structures located in more than one flood hazard zone, structural fill design considerations, recreational vehicle placement, accessory structures, tanks, fences, retaining walls, sidewalks, driveways, roads, watercourse crossings, commercial storage facilities, and other development within regulated flood hazard areas . The amendments further update floodway and non-encroachment area provisions, including Conditional Letter of Map Revision and Letter of Map Revision procedures where encroachments affect flood elevations, floodway or non-encroachment widths, or stream locations .

The Article 18 enforcement and administration amendments update corrective procedures by adding provisions for stop-work orders, notices of violation, additional enforcement actions, administrative appeals, judicial review, and Section 1316 declarations for properties that remain in violation after other enforcement remedies have been exhausted . The amendments also add or revise Floodplain Administrator duties related to permit review, coordination of required local, state, and federal permits, substantial improvement determinations, and post-event damage assessments .

The following additions and updates are proposed for *Article 3 – Definitions*:

“A Zone” is the Special Flood Hazard Area subject to inundation by the 1% annual chance flood where base flood elevations have NOT been determined.

“AE Zone” is the Special Flood Hazard Area subject to inundation by the 1% annual chance flood where base flood elevations have been determined by detailed or limited detailed methods.

“AH Zone” is the Special Flood Hazard Area with a 1% annual chance of shallow flooding (usually areas of ponding), where average depths are between one (1) and three (3) feet. Base flood elevations derived from detailed hydraulic analyses are shown in this zone.

“Area of Shallow Flooding” means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

“Community” means any State or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, which has authority to adopt and enforce flood plain management regulations for the areas within its jurisdiction.

“Community Rating System (CRS)” means a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

“Critical facility (also called critical action)” means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire, and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use, or store hazardous materials or hazardous waste.

“Dry Floodproofing” means a combination of measures that make a building and attendant utilities and equipment watertight and substantially impermeable to floodwater, with structural components having the capacity to resist flood loads. Please refer to Technical Bulletin 3, *Requirements for the Design and Certification of Dry Floodproofed Non-Residential and Mixed-Use Buildings*, and available from the FEMA.

“Expansion to an Existing Manufactured Home Park or Subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“Flood” or “Flooding” means:

- (a) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) The overflow of inland or tidal waters.
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
 - (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Floodplain Administrator is the individual appointed by the community to administer and enforce the floodplain management regulations.

“New Manufactured Home Park or Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum,

the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community, dated March 4, 1980.

"Recreational Vehicle (RV)" means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck;
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and
- (e) Is fully licensed and ready for highway use, and
- (f) Has no attached deck, porch, or shed, and
- (g) Has quick-disconnect sewage, water, and electrical connectors.

"Repetitive Loss" means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

"Repetitive Loss Property" means any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

"Section 1316" means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

"Severe Repetitive Loss Structure" means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership. In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

1. Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or
2. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

"X Zones" means areas determined to be low to moderate risk flood zones and are located outside the community's delineated Special Flood Hazard Area (SFHA) and include the following:

- (a) Shaded - is the area of moderate flood hazard and can represent:
 - (1) 0.2% annual chance flood hazard area (500-year flood zone),
 - (2) Areas of 1% annual chance flood with average depth less than one (1) foot, or
 - (3) Areas of 1% annual chance flood with drainage areas of less than one (1) square mile
- (b) Unshaded - is the area of minimal flood hazard determined to be outside of the 0.2% annual chance flood (500-year flood zone).

The following additions, omissions, and updates are proposed for **Article 7 – Permits and Procedures, Section 7.12 – Floodplain Development and Certification Permit**:

7.12-1. Purpose

No approval shall be granted for construction, **development, grading, filling, excavation, placement of structures, storage of materials or equipment, or other development activity** in an area designated as a special flood hazard area as shown on the Flood Insurance Rate Maps (FIRM) for the Town of Jamestown, as provided by the Federal Emergency Management Agency, ~~and or also within adjoining any lands, other which, area because determined of their characteristics, by the Town determines to as being~~ **be** susceptible to flooding or ~~determines as being susceptible to flooding or flood damage by flooding,~~ until the requirements of Article 18 of this ordinance are met. Procedures for assuring compliance with these requirements are set forth below.

7.12-2. Pre-Application Procedure

Developers **and applicants** are encouraged to meet with the planning director, who is hereby designated as the floodplain administrator, **or their designee**, prior to submitting an application for development in ~~the~~ designated flood hazard area. This ~~will~~ **meeting is intended to provide developers/applicants with the opportunity to obtain** information regarding details of the application process, **required certifications, applicable floodplain development standards,** and ~~of~~ regulations affecting development within special flood hazard areas.

7.12-3(A). Application required.

Application for a floodplain development permit shall be made to the planning department prior to ~~performing grading, any development, or activities construction located on~~ **within** lands designated as special flood hazard areas. Applications shall be made on forms furnished by the Town, shall provide all requested information, and shall be accompanied by ~~a~~ **all site required plan. The application plans, with certifications, all requested information documentation, and site permit plan information shall required be by provided this to section the and planning Article department 18.**

7.12-3(B). Plan required.

A site plan drawn to scale shall be provided with the application for a floodplain development permit. The site plan shall include, but shall not be limited to, the following specific details of the proposed floodplain development:

1. The nature, location, dimensions, and elevations of the area of development ~~or~~ **disturbance**; existing and proposed structures; utility systems; ~~grading and~~ **pavement areas**; fill materials; storage areas; drainage facilities; and other development;
2. The boundary of the special flood hazard area as delineated on the FIRM or other flood map as determined in ~~this Article section 18,~~ **or a statement that the entire lot is within the special flood hazard area;**
3. ~~Flood~~ **The flood zone(s)** designation of the proposed development area as determined on the FIRM or other **applicable** flood map ~~as determined in Section 18.2-3(B);~~
4. The boundary of the floodway(s) or non-encroachment area(s), ~~as if determined in Section 18 applicable. 2-3(B);~~
5. The base flood elevation (BFE), where provided ~~as set forth in Sections 18.2-3(B) or 18.6;~~
6. The old and new location of any watercourse that will be altered or relocated as a result of proposed development;
7. Certification of the plot plan by a registered land surveyor or professional engineer;
8. Proposed elevation, and method thereof, of all development within a special flood hazard area, including but not limited to:
 - a. Elevation in relation to ~~mean~~ **NAVD sea level 1988** of the proposed reference level, (including basement), of all structures;
 - b. Elevation in relation to ~~mean~~ **NAVD sea level 1988** to which any non-residential structure in ~~Zone~~ **Zones A, AE, AH, AO, or AA99** will be ~~flood-protected~~ **floodproofed**; and

c. Elevation in relation to mean NAVD sea level 1988 to which any proposed utility systems will be elevated or floodproofed.

9. If floodproofing is proposed, a Floodproofing Certificate, (FEMA Form 81FF-65) 206-FY-22-153, with supporting data and, an operational plan, and an inspection and maintenance plan that includes include, but is are not limited to, installation, exercise, and maintenance of floodproofing measures.

7.12-3(C). Foundation plan.

A foundation plan, drawn to scale, shall be submitted with the application. The foundation plan shall include details of the proposed foundation system to ensure that all provisions of this ordinance are met. These details shall include, but are not limited to:

1. The proposed method of elevation, if applicable, ~~(i.e., including fill, solid foundation perimeter wall, solid backfilled foundation, or open foundation on columns, posts, piers, piles, or shear walls); and~~ including fill, solid foundation perimeter wall, solid backfilled foundation, or open foundation on columns, posts, piers, piles, or shear walls; and
2. Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Section Article 18.5-4(e), when solid foundation perimeter walls are used in Zones A, AE, and AH, A1-30, AO, or A99.

7.12-3(D) through (H). Supporting documentation.

(D) Usage details of any enclosed areas below the ~~regulatory lowest flood floor protection or elevation below the~~ Regulatory Flood Protection Elevation.

(E) Plans and/or details for the protection of public utilities and facilities, ~~such as including~~ sewer, gas, electrical, and water systems, to be located and constructed to minimize flood damage.

(F) ~~Copies Certification of that~~ all other local, state, and federal permits required prior to floodplain development permit issuance ~~(wetlands, have endangered been species, erosion and sedimentation control, riparian buffers, mining, etc.) received.~~

(G) Documentation for placement of recreational vehicles and/or temporary structures, when applicable, to ensure ~~Section that 18.5-1 the applicable provisions of this Article ordinance 18~~ are met.

(H) A description of any proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects ~~to on~~ properties located both upstream and downstream; and a map ~~(if not shown on plot plan)~~ showing the location of the proposed watercourse alteration or relocation if not shown on the site plan.

7.12-12. Permit Requirements.

The floodplain development and certification permit shall include, but not be limited to:

- (A) A complete description of the all development to be permitted under the floodplain development permit, including but not limited to structures, grading, filling, paving, excavation, drilling, storage of equipment or materials, utilities, pools, bridges, drainage facilities, and other development, ~~permit~~ together with a cost estimate.
- (B) The special flood hazard area determination for the proposed development ~~per~~ in accordance with available flood hazard data ~~specified in Section 18.2-3(B).~~
- (C) The regulatory flood protection elevation required for the reference.
- (D) Level and all attendant utilities.
- (E) The regulatory flood protection elevation-required for the protection of all public utilities.
- (F) All certification submittal requirements with applicable timelines.

(G) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse **unless the requirements of Article 18 have been met.**

(H) **Flood opening requirements, as**where applicable.

(I) ~~The Limitations flood on openings uses requirements of enclosed areas below the Base Flood Elevation or Regulatory Flood Protection Elevation, if in Zones A applicable, AE, or A1-30.~~

~~(I) Limitations of below-BFE enclosure uses (if applicable). (i.e., including parking, building access, and limited storage only).~~

(J) **A statement that all materials below the Base Flood Elevation or Regulatory Flood Protection Elevation shall be flood-resistant materials.**

7.12-13. Certification of Flood Elevation/Floodproofing. - Elevation/Floodproofing. When a property is located in a flood hazard area or when a structure is ~~flood-protected~~**floodproofed**, a certificate shall be provided in accordance with the following standards.

(A) ~~Elevation certificates~~**Certificates.**

1. An Elevation Certificate, ~~{FEMA Form 81FF-31}~~**206-FY-22-152**, is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the planning director **or floodplain administrator** a certification of the elevation of the reference level, in relation to ~~mean~~**NAVD sea level1988**. The planning director **or floodplain administrator** shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.

2. An Elevation Certificate, ~~{FEMA Form 81FF-31}~~**206-FY-22-152**, is required after the reference level is established. Within seven calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the planning director **or floodplain administrator** a certification of the elevation of the reference level, in relation to ~~mean~~**NAVD sea level1988**. Any work done within the seven-~~calendar-day-calendar~~ period and prior to submission of the certification shall be at the permit holder's risk. The planning director **or floodplain administrator** shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.

3. A final ~~as-built~~**Finished Construction** Elevation Certificate, ~~{FEMA Form 81FF-31}~~**206-FY-22-152**, is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the planning director **or floodplain administrator** a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The planning director **or floodplain administrator** shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

7.12-13(B). Floodproofing Certificate.

(B) **Floodproofing Certificate.**

1. If non-residential floodproofing is used to meet the regulatory flood protection elevation requirements, a Floodproofing Certificate, ~~{FEMA Form 81FF-65}~~**206-FY-22-153**, with supporting data ~~and~~, an operational plan, **and an inspection and maintenance plan** is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the planning director **or floodplain administrator** a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to ~~mean~~**NAVD sea level1988**. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by **the same**. The planning director **or floodplain administrator** shall review the certificate data, **operational plan**, and **inspection and maintenance plan**. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a

floodplain development permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

2. A final Finished Construction Floodproofing Certificate, FEMA Form FF-206-FY-22-153, with supporting data, an operational plan, and an inspection and maintenance plan is required prior to issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the planning director or floodplain administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by the same. The planning director or floodplain administrator shall review the certificate data, operational plan, and inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Compliance/Occupancy issuance. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

7.12-13(C). Manufactured Home Foundation Certification.- If a manufactured home is placed within Zones A, AE, AH, AO, or A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with Article 18.

7.12-13(D). Watercourse Alteration or Relocation.- Watercourse Alteration or Relocation. If a watercourse is to be altered or relocated, the permit applicant shall submit, prior to issuance of a floodplain development permit, a description of the extent of the watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects on properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation.

7.12-13(E). Certification Exemptions.-The following structures, if located within Zones A, AE, AH, AO, or A99, are exempt from the elevation and floodproofing certification requirements specified in subsections (A) and (B) of this section:

1. Recreational vehicles meeting the applicable requirements of Article 18;
2. Temporary structures meeting the applicable requirements of Article 18; and
3. Accessory structures that are 150 square feet or less and meet the applicable requirements of Article 18.

7.12-14. Substantial Improvement and Substantial Damage Determinations for Existing Buildings and Structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings or structures, the planning director or floodplain administrator, in coordination with the building official, shall:

- (A) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work. In the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- (B) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure.
- (C) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage.
- (D) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood-resistant construction requirements of the North Carolina Building Code and this ordinance is required.

7.12-145. Permit Validity. - Permits for construction or development activity in designated flood hazard areas shall be valid for one year. Failure to initiate construction, begin development activity, or otherwise begin the permitted use, within this time shall render the permit void.

7.12-156. Violations. - Violations of the requirements for construction and development activity, certification, or permit conditions in designated flood hazard areas shall be considered a violation of this ordinance and shall be subject to the enforcement and penalty provisions set forth in Article 18 and Article 23, of as this ordinance applicable.

The following additions, omissions, and updates are proposed for *Article 18 – Flood Damage Prevention*:

Section 18.2-3 – Findings of Fact.

- (B) These flood losses are caused by the cumulative effect of obstructions, both inside and outside the identified Special Flood Hazard Areas, causing increases in flood heights and velocities and by the occupancy in flood prone areas by uses vulnerable to floods or other hazards. These obstructions and occupancy by uses vulnerable to floods may be hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Section 18.2-4. General Provisions.

- (A) *Lands to which this ordinance applies.* This ordinance shall apply to all areas of special flood hazard areas within the Town of Jamestown, including extra-territorial jurisdiction (ETJs). Bona fide farms shall be subject to such flood damage prevention regulations as set forth in Section 9.3 of the Guilford County Unified Development Ordinance.
- (B) *Basis for establishing the areas of special flood hazard.* The special flood hazard areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Insurance Study and its accompanying Flood Insurance Rate Maps (FIRM), for Guilford County, date ~~June 18, 2007~~ June 10, 2026 which are adopted by reference and declared to be a part of this ordinance, and all revisions thereto.

Section 18.4 - Flood Plain Development Application, Permit and Certification Requirement

18.4-2. Flood Development Permit.

(A) **Application requirements – 3.** If floodproofing, a Floodproofing Certificate (FEMA Form ~~FF-206-FY-22-153~~) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.

(B) **Permit requirements – (a)** - A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.) including a cost estimate.

18.4-3. Certification of Flood Elevation/Floodproofing.

(B) Elevation Certificates.

1. An Elevation Certificate (~~FEMA Form 81-31~~ ~~FF-206-FY-22-152~~) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, ~~in relation to mean sea level~~ in relation to NAVD 1988. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.
2. An Elevation Certificate (~~FEMA Form 81-31~~ ~~FF-206-FY-22-152~~) is required after the reference level is established. Within seven calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, ~~in relation to mean sea level~~ in relation to NAVD 1988. Any work done within the seven-day calendar period and prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop work order for the project.

3. A final Finished Construction Elevation Certificate (FEMA Form ~~FEMA Form 81-31~~ **FF-206-FY-22-152**) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(C) Floodproofing Certificate.

2. If non-residential floodproofing is used to meet the regulatory flood protection elevation requirements, a Floodproofing Certificate (FEMA Form ~~81-65~~ **FF-206-FY-22-153**), with supporting data and an operational plan, is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, ~~in relation to mean sea level~~ **in relation to NAVD 1988**. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The floodplain administrator shall review the certificate data and plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
3. A final Finished Construction Floodproofing Certificate (FEMA Form **FF-206-FY-22-153**), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The floodplain administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

(D) If a manufactured home is placed within Zone A, AE, **AH, AO, A99**, ~~or A1-30~~ and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required per Section 18.5-1(C).

(F) *Certification exemptions.* The following structures, if located within Zone A, AE, **AH, AO, A99** ~~or A1-30~~, are exempt from the elevation/floodproofing certification requirements specified in items (A) and (B) of this subsection:

1. Recreational vehicles meeting requirements of Section 18.5-1(F);
2. Temporary structures meeting requirements of Section 18.5-1(G); and
3. Accessory structures less than 150 square feet meeting requirements of Section 18.5-1(H).

(G) Substantial Improvement/Damage determinations for existing buildings and structures. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the Building Official, shall:

1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged

- condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

Section 18.5.1 – Provisions for Flood Hazard Reduction

(A) General Standards

(16) When a building or structure is located in more than one flood hazard zone or in a flood hazard zone with multiple base flood elevations, the provisions for the more restrictive flood hazard zone and the highest BFE shall apply.

(17) Structural fill shall not be used unless design and construction of the structural fill accounts for the following:

- a. consolidation of the underlying soil under the weight of the fill and the structure,
- b. differential settlement due to variations in fill composition and characteristics, and
- c. slope stability and erosion control during conditions of the base flood

(F) Recreational Vehicles

1. Placement of a Recreational Vehicle in the Regulatory Floodway is prohibited. This includes both temporary and permanent placement.
2. Temporary Placement
 - (i) Be on site for fewer than 180 consecutive days; or
 - (ii) Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and has no permanently attached additions.)
3. Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.

(H) Accessory structures.

1. When accessory structures (When accessory structures (sheds, detached garages, etc.) ~~are to be placed within a special flood hazard area,~~ with a footprint of no more than 600 square feet are placed within A, AO, AH, AE and A99 flood zones, wet floodproofing may be permitted when the following criteria shall be met:
 - i) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
 - ii) Accessory structures shall not be temperature-controlled;
 - iii) Accessory structures shall be designed to have low flood damage potential;
 - iv) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - v) Accessory structures shall be firmly anchored in accordance with Section 18.5-1(A);
 - vi) All service facilities such as electrical shall be installed in accordance with Section 18.5-1(A)4;
 - vii) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below regulatory flood protection elevation in conformance with Section 18.5.

2. All other accessory structures exceeding the size restrictions in Section 18.5.1 – (H)(1) above must comply with the elevation or floodproofing standards and certification requirements in accordance to Section 18.4-3 (B)(3) and Section 18.5-1 (B)(2).
3. An accessory structure with a footprint less than 150 square feet A, AO, AH, AE and A99 zones that satisfies the criteria outlined above does not require an elevation or Floodproofing Certificate. Elevation or floodproofing certifications are required for all other accessory structures in accordance with Section 18.4-2.

(I) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

1. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
2. Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
3. Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 18.5-1 B(2) of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
4. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 - (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(J) Other Development.

1. Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 18.8 of this ordinance.
2. Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 18.8 of this ordinance.
3. Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 18.8 of this ordinance.
4. Commercial storage facilities are not considered “limited storage” as noted in this ordinance and shall

be protected to the Regulatory Flood Protection Elevation as required for non-residential structures.

Section 18.8 – Floodways and Non-Encroachment Areas

18.8-1. No Encroachment. No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless it has been demonstrated that:

- (A) The proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the floodplain administrator prior to issuance of floodplain development permit; or
- (B) A conditional letter of map revision (CLOMR) has been approved by FEMA for proposed encroachments resulting in increases in the flood levels during the occurrence of the base flood discharge. A letter of map revision (LOMR) must also be obtained upon completion of the proposed encroachment.
- (C) A Letter of Map Revision (LOMR) must be obtained within six months of completion of the proposed encroachment, permitted in accordance with Section 18.8-1 (A), if the encroachment results in changes to the floodway/non-encroachment area widths, and/or changes to the stream location.

18.8-4. Placement of recreational vehicles in the regulatory floodway is prohibited.

Section 18.10 – Corrective Procedures

18.10-1. Violations to be Corrected. When the floodplain administrator finds violations of applicable State and local laws; it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

18.10-1. Stop Work Order: The community may issue a stop work order, which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedied the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to remedy such violation or violations

18.10-2. Actions in Event of Failure to Take Corrective Action. If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:

- (A) That the building or property is in violation of the floodplain management regulations;
- (B) That a hearing will be held before the floodplain administrator at a designated place and time, not later than ten days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
- (C) That following the hearing, the floodplain administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.

18.10-2. Notice of Violation. If the community determines that an owner, occupant, applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it shall issue a written notice of violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice shall be served on the

owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:

- (a) The name and address of the owner or the applicant or the responsible person;
- (b) The address or other description of the site upon which the violation is occurring;
- (c) A statement specifying the nature of the violation;
- (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action;
- (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
- (f) A statement that the determination of violation may be appealed to the community by filing a written notice of appeal within thirty days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).

~~**18.10-3. Order to Take Corrective Action.** If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, they shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than 60 calendar days, nor more than 180 calendar days.~~

~~Where the floodplain administrator finds that there is imminent danger to life or other property, they may order that corrective action be taken in such lesser period as may be feasible.~~

18.10-3. Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed. Before taking any of the following actions or imposing any of the following penalties, the Town of Jamestown shall first notify the owner, applicant or other responsible person in writing of its intended action. The Town of Jamestown shall provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient) to remedy such violation. In the event the applicant or other responsible person fails to remedy such violation after such notice and remedial period, the Town of Jamestown may take or impose any one or more of the following enforcement actions or penalties:

- (a) Termination of utility service and/or withhold or revoke Certificate of Occupancy: The community may terminate utilities and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements and/or repairs conducted or being conducted on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedied the violation or violations described therein.
- (b) Suspension, revocation, or modifications of permit: The community may suspend, revoke, or modify the permit authorizing the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedied the violations described therein, provided such permit may be reinstated (upon such conditions as the community may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (c) Civil penalties: Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a Class 1 misdemeanor pursuant to North Carolina General Statute § 143-215.58.
 - 1. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$100. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town of Jamestown from taking such other lawful actions, pursuant to North Carolina General Statute § 153A, 160A, and 160D, as is necessary to prevent or remedy any violation.
 - 2. Enforcement by an appropriate equitable remedy issuing from a court of competent jurisdiction may be pursued

if the offender fails to remedy the violation, fails to pay assessed fines, and/or fails to file an appeal within the prescribed period of time. In such case, the general court of justice shall have jurisdiction to issue such orders as may be appropriate.

~~18.10-4. **Appeal.** Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the floodplain administrator and the clerk within ten days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.~~

18.10-4. Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

- (a) Any person receiving a Notice of Violation may appeal the determination of the floodplain administrator to the Board of Adjustment. The Notice of Appeal must be in writing and be received by the floodplain administrator and the clerk within thirty (30) days of the date of the Notice of Violation. In the absence of an appeal, the determination of the floodplain administrator shall be final.
- (b) All appeals shall be heard and decided by the community's designated Appeal Board, which shall be Board of Adjustment, or their designees. The Appeal Board shall hear an appeal within a reasonable time and shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's flood damage prevention ordinance, and any other applicable local, state, or federal requirements. In the absence of a petition for review of a quasi-judicial decision, the decision of the Appeal Board shall be final.
- (c) A petition for review of a quasi-judicial decision can be requested by any person with standing aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. The petition shall be received by the clerk of superior court within 30 days of the date of the local governing body decision.

~~18.10-5. **Failure to Comply with Order.** If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a misdemeanor and shall be punished at the discretion of the court.~~

18.10-5. Section 1316 Declaration: Section 1316 of the National Flood Insurance Act authorizes FEMA to deny flood insurance to a property declared by the State, County, or Municipal government to be in violation of the local floodplain management ordinance. A Section 1316 declaration shall be used when all other legal means to remedy a violation have been exhausted and the structure remains noncompliant. The community must coordinate a request for Section 1316 declaration to the FEMA Regional Office through the State NFIP Coordinator.

18.10-6. Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued; no flood insurance claim can be paid on any policy on the property, and disaster assistance will be denied. If a structure that has received a Section 1316 declaration is made compliant with the community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by FEMA and flood insurance eligibility restored.

Section 18.11. – Variance Procedures

18.11 (E) - The Town of Jamestown has notified the Secretary of the North Carolina Department of Crime Control and Public Safety of its intention to grant a variance at least 30 calendar days prior to granting the variance, in accordance with North Carolina General Statutes §143-215.54A(b).

Section 18.15 – Notice of Violation

18.15-4 Penalties for Violation Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance, shall constitute a misdemeanor. Any person who violates this Article 18 or fails to comply with any of its requirements shall **be fined not more than a \$100.** ~~, upon conviction thereof, be fined not more than \$50.00 or imprisoned for not more than 30 days, or both.~~ Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town of Jamestown from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 18.16 – Flood Hazard Administrator and/or Enforcement Officer Duties

18.16-2 - ~~Advise permittee that additional federal or state permits (wetlands, endangered species, erosion and sedimentation control, riparian buffers, mining, etc.) may be required, and require that copies of such permits be provided and maintained on file with the floodplain development permit.~~ **Review all proposed development within Special Flood Hazard Areas or Community Flood Hazard Areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.**

18.16-23- Make substantial improvement and post event damage assessments and determinations:

- (a) Conduct damage assessments for damaged structures located within the SFHA,
- (b) Complete substantial improvement/damage determinations in accordance with the provisions of Section 18.4-3 (G)

RECOMMENDATIONS OF THE ENVISION JAMESTOWN COMPREHENSIVE PLAN

The Envision Jamestown Comprehensive Plan mentions on Page 63 that *“The enactment of local flood damage prevention regulations also allows the community access to the National Flood Insurance Program, which subsidizes flood insurance in communities that comply with FEMA / State flood damage prevention requirements.”* The proposed text amendments above are required to maintain compliance with federal and state floodplain management requirements and to ensure continued eligibility for participation in the NFIP.

Guiding Principle #9 - We will work diligently with our partners in law enforcement and emergency services to ensure that Jamestown has the resources to maintain a high level of public safety for our residents.

- Mitigate hazards to the community from both natural and man-made sources through the adoption and enforcement of adequate public safety regulations.

PLANNING BOARD OPINION

The Planning Board considered the Text Amendment #2026-02 at the July 13, 2026 Planning Board Hearing. The Board unanimously voted to recommend approval of the text amendment and the following consistency statement was used:

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

1. The Planning Board finds that the proposed zoning amendment is consistent with the comprehensive plan because: **the amendment supports the Town’s ability to protect public health, safety, and welfare by maintaining updated floodplain management standards, ensuring that development within Special Flood Hazard Areas is reviewed under current FEMA and State NFIP requirements, and preserving the Town’s continued participation in the National Flood Insurance Program.**

AND/OR

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 text amendment to be reasonable is adopted by reference.
- B. The Board further finds that the proposed zoning amendment is reasonable: **because the amendments are primarily compliance-based and are intended to update the Town’s floodplain regulations to align with FEMA model ordinance language, revised Flood Insurance Study and Flood Insurance Rate Map information for Guilford County, updated FEMA forms, NAVD 1988 elevation datum references, and current floodplain permitting, certification, administrative, and enforcement procedures.**

AND/OR

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

- A. The report of the Town staff finding the proposed text amendment to be in the public interest is adopted by reference.
- B. The Planning Board further finds that the proposed text amendment is in the public interest because: **adoption will help ensure that the Town’s Flood Damage Prevention provisions remain consistent with federal and state floodplain management requirements, support continued eligibility for participation in the National Flood Insurance Program, and help maintain access to federally backed flood insurance for property owners in Jamestown.**

STAFF RECOMMENDATION:

The Planning staff recommends that Town Council to approve this text amendment as written. As stated above, the approval of the text amendments above ensures that our Flood Damage Prevention is consistent with FEMA guidelines and to continue participating in the National Flood Insurance Program (NFIP). The deadline for our community to approve the text amendments, adopt updated FIRM maps, and report compliance is August 21, 2026.

WRITTEN RECOMMENDATION ADDRESSING COMPREHENSIVE LAND USE PLAN CONSISTENCY:

GS 160D-604 and GS 160D-605 set forth specific requirements for governing board statements.

- Boards are not required to take action that is consistent with an adopted Land Development Plan (aka Comprehensive Plan or “Comp” Plan). They only need to consider what it says.
- The Council and Planning Board **must** adopt a statement that addresses plan consistency when considering
 - zoning ordinance amendments.
- The adopted statement **may not be** something simple like “we find the request to be consistent/inconsistent with adopted policies”. Rather, it must say **how/why** the Council feels as it does.
- The consistency statement must include some modest discussion and explanation about the Planning Board and
- Council’s feelings on their actions. In other words, the statement should not be crafted beforehand by staff.
- The Council must make their statement conform to one of three forms:
 - A statement approving the proposed zoning amendment and describing its consistency with the plan;
 - A statement rejecting the proposed zoning amendment and describing its inconsistency with the plan; or
 - A statement approving the proposed amendment although inconsistent with the plan and why deemed appropriate. Adoption of a rezoning that is inconsistent with the plan automatically amends the plan.
- Each consistency statement must include an explanation of why the board deems the action to be reasonable and in the public interest.

All amendments must now follow this approach:

- 1) Consideration of the proposed zoning amendment and public hearing.**
- 2) Deliberation by the Board.**
- 3) Motion to approve/deny the zoning amendment.**
- 4) Motion on consistency/inconsistency with the Land Development Plan (Comp Plan).**

A sample format is provided on the following pages.

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 Town Council further finds that the proposed zoning amendment is consistent with the comprehensive plan because:_____.

AND

2. *The proposed zoning amendment is reasonable.* The Town Council 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 Town Council further finds that the proposed zoning amendment is reasonable because:_____.

AND

3. *The proposed zoning amendment is in the public interest.* The Town Council 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 Town Council further finds that the proposed zoning amendment is in the public interest because:_____.

[Call for second etc .]

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 Town Council finds that the proposed zoning amendment is inconsistent with the comprehensive plan because:_____.

AND/OR

2. *The proposed zoning amendment is not reasonable.* The Town Council 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 Town Council further finds that the proposed zoning amendment is unreasonable because:_____.

AND/OR

3. *The proposed zoning amendment is in the public interest.* The Town Council 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 Town Council further finds that the proposed zoning amendment is against the public interest because:_____.

[Call for second etc.]

**MOTION TO APPROVE ZONING AMENDMENT
(EVEN IF INCONSISTENT WITH COMP PLAN)**

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

1. *Even though the proposed zoning amendment is inconsistent with the adopted comprehensive plan of the Town of Jamestown, a change in conditions in meeting the development needs of the community has occurred since plan adoption.* These changes include:

_____.

Furthermore, the Town Council finds that the proposed zoning amendment meets the development needs of the community because:_____

AND

2. *The proposed zoning amendment is reasonable.* The Town Council 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 Town Council further finds that the proposed zoning amendment is reasonable because:_____.

AND

3. *The proposed zoning amendment is in the public interest.* The Town Council 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 Town Council further finds that the proposed zoning amendment is in the public interest because:_____.

AND

4. By approving this motion, the Town Council also recommends that the Town Council also hereby amend the Town of Jamestown Land Development Plan (comprehensive plan) to reflect the approved zoning amendment.

[Call for second etc.]

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Rezoning (2026-01) - Harvest Church - 4909 Guilford College Rd

AGENDA ITEM #: VII-B

☐

CONSENT AGENDA ITEM

☒

ACTION ITEM

☐

INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 45 min - 1 hr

DEPARTMENT: Planning

CONTACT PERSON: José Colón Rivera-Planning Director

SUMMARY:

Pastor Joe Coyne of Harvest Church has submitted a zoning amendment request for the property located on 4909 Guilford College Rd. The applicant wishes to rezone the parcel from AG to CZ-SFR. The primary reason for rezoning is to allow for the acquisition of the property by Harvest Church to utilize the residence and structure for church accessory uses, and allow for construction additional parking.

The Planning Board initially heard Zoning Case #2026-01 at the May 11, 2026 Planning Board Hearing. A request to continue the hearing to the next regularly scheduled Planning Board meeting was made. The request was heard again on June 8, 2026, where the Board unanimously voted recommend denial of the request. Minutes for the June 8th Planning Board hearing are included in the packet for reference.

Staff finds the proposed rezoning request consistent with the Envision Jamestown Comprehensive Plan (adopted 2021). The Future Land Use Map identifies the subject property within the Suburban Residential, which does accommodate civic uses, such as churches. Therefore, staff recommends that Town Council follow the "Motion Finding Proposed Amendment Consistent with Comp Plan" procedure outlined below. This will require two motions - one to consider the proposed zoning amendment and one to adopt the consistency statement.

ATTACHMENTS: Rezoning Application, Staff Report, PB Minutes, and additional information

RECOMMENDATION/ACTION NEEDED: Approve/Deny the rezoning from AG to CZ-SFR as presented.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to rezone the parcel located at 4909 Guilford College Rd. from AG to CZ-SFR with the conditions restricting the use of the property as presented. (Council will also adopt a consistency statement)

FOLLOW UP ACTION NEEDED: Staff will update zoning map accordingly



Planning Board Hearing Date: May 11, 2026 (Continued) – June 8, 2026 (Not recommended)
Town Council Hearing Date: July 21, 2026

GENERAL INFORMATION

Applicant: Pastor Joe Coyne (w/ Harvest Church)
Request: Request for rezoning of the following parcel:

4909 Guilford College Rd. – Parcel #156695 - Agriculture (AG) zoning – 2.18 ac

To Conditional Zoning – Single Family Residential- (CZ-SFR)

Conditions: See attached.
Location: 4909 Guilford College Rd.
Parcel ID#: Parcel #156695
Public Notice: Notice of Public Hearing mailed 7/7/2026
Tract Size: Total acreage of parcel is approximately 2.18 +/- acres
Topography: Relatively flat
Vegetation: Mature trees and shrubs bordering the property on all sides
TRC Review: TRC reviewed the proposed rezoning and concept plan on 03/26/2026. A detailed site plan review will be required prior to the issuance of any construction and Development Clearance Certificates (DCC)

SITE DATA

Existing Use: Residential lot (single-family home) with two outbuildings

Adjacent Uses:

Direction	Adj. Zoning	Adjacent Land Uses
North	SFR	Single Family Residential
South	CIV	Religious Assembly (Church)
East	SFR	Single Family Residential
West	SFR	Single Family Residential

Zoning History:

Case #	Date	Summary
	2009	Area was subject to town-wide rezoning as result of new LDO adoption

REQUESTED ZONING – Conditional Zoning –Civic (CZ-SFR)

LDO 8.3(I) – The Single-Family Residential District (SFR) provides for the completion of existing residential neighborhoods and the development of new residential neighborhoods in a pattern that encourages the wise use of land. Allowed building/lot types in the Single-Family District are detached house and civic building. Permitted uses are restricted to single family homes and their accessory uses, a limited number of related uses that serve the residential neighborhoods, and civic uses. Neighborhoods in this district are the dominant land use in Jamestown and are a major element in defining the character of the community.

Standards for the Single-Family Residential District ensure that new development maintains the character of the community. The Single-Family Residential District permits the completion and conformity of conventional residential subdivisions already existing or approved in sketch plan form by the Town of Jamestown prior to the effective date of these regulations. For new subdivisions, the Town encourages the clustering of development and protection of open space through the use of the Cluster Development Overlay District.

Conditions:

- 1) Uses are limited to churches and any church-related accessory uses, and single family residence and residential accessory uses.
- 2) A request for historic de-designation must be approved by Town Council separately.
- 3) A privacy fence (6 ft in height) shall be installed adjacent to the single-family subdivision to the east, according to the concept plan.
- 4) Any additional built-upon area on the property must meet stormwater regulations per the Jamestown Land Development Ordinance.
- 5) The property must meet the additional development standards for Church, Synagogue, Place of Worship on Single Family Residential zoning district (LDO Section 10.1.-12).

Concept Plan: *Attached*

SPECIAL INFORMATION

Overlay Districts: N/A

Environmental:

Watershed: Randleman Lake General Watershed Area (GWA)

Floodplains: N/A

Streams: N/A

Other: Wiley Historic Landmark - Single Family Home and outbuildings are historically designated – Determined Eligible – Guilford County Historic Designation recommended approval of historic de-designation (02/2022)

Utilities: Public Water and Sanitary Sewer are not available.

Landscape Requirements: Landscaping requirements shall be per the TOJ Land Development Ordinance.

Tree Conservation Areas (TCA): Per LDO and to be reviewed by TRC. LDO requires three percent (3%) of lot area be preserved in a TCA. This amounts to 0.0654 +/- ac.

Open Space: Per LDO and to be reviewed by TRC. LDO Table 21.1: All other districts (5% of lot area). This amounts to 0.109 +/- ac.

Transportation:

Street Classification: Guilford College Rd. - NCDOT

Site Access: Guilford College Rd. - NCDOT

Traffic Counts: Traffic Counts for W Main St. (2023) – 12500 AADT* (*Annual Average Daily Trips**)

Sidewalks: Sidewalks are not available.

Transit: No transit stops nearby.

Street Connectivity: Guilford College Rd. will be the only access to the site, nearby access to US Hwy 29.

Other: Potential interconnectivity/cross access to Harvest Church site to the south.

IMPACT ANALYSIS

Land Use Compatibility and Envision Jamestown Comprehensive Plan

The future land use map identifies these parcels future land use as “Suburban Residential”:

The Envision Jamestown Comprehensive Plan defines “Suburban Residential” as:

*The Suburban Residential land use classification is the most prevalent of the future land use classifications applied on the Future Land Use map, encompassing the majority of the planned residential neighborhoods in the community outside of the Town’s traditional core area. Although primarily developed in larger single-family residential subdivisions, this land use classification is also intended to accommodate lower intensity attached residential development in the same context, **along with low intensity civic uses, such as churches**. Where undeveloped land included in this classification, it is intended to be developed in a manner similar to adjacent suburban residential development.*

Envision Jamestown Comprehensive Guiding Principles Applying To This Proposal

Guiding Principle #1: Jamestown will actively facilitate high-quality growth that is both compatible with the Town’s traditional development pattern and innovative in how it meets the needs of our diverse and dynamic community.

- Ensure that infill development is compatible with its surroundings, from both a use and aesthetic perspective

CONFORMITY WITH OTHER PLANS

Town Plans: N/A

Other Plans: N/A

STAFF COMMENTARY:

The subject parcel is located on 4909 Guilford College Rd. The applicant wishes to rezone the parcel from AG to **CZ-SFR**. The primary reason for rezoning is to allow for the acquisition of the property by Harvest Church for an expansion of the church campus, to utilize the residence and structure for the church, and allow for construction additional parking.

The Technical Review committee met on 03/26/2026 to discuss the project. A technical/engineered set of plans is required to be reviewed by TRC prior to any site improvements. Any additional access to the property must also be planned and driveways must be inspected, accordingly. Town water and sewer are not available near the site.

Staff finds the proposed rezoning request consistent with the Envision Jamestown Comprehensive Plan (adopted 2021). The Future Land Use Map identifies the subject property within the Suburban Residential, which does accommodate civic uses, such as churches. Therefore, staff recommends that Town Council follow the “Motion Finding Proposed Amendment Consistent with Comp Plan” procedure outlined below. This will require two motions - one to consider the proposed zoning amendment and one to adopt the consistency statement.

PLANNING BOARD OPINION

The Planning Board initially heard Zoning Case #2026-01 at the May 11, 2026 Planning Board Hearing. A request to continue the hearing to the next regularly scheduled Planning Board meeting was made. The request was heard again on June 8, 2026, where the Board unanimously voted recommend denial of the request and the following consistency statement was used:

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

1. The Planning Board finds that the proposed zoning amendment is consistent with the comprehensive plan because: ***the proposed institutional and residential-related uses align with the land use patterns and development vision contemplated for this area.***

AND/OR

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

- A. The Board further finds that the proposed zoning amendment is unreasonable because: **the evidence presented during the public hearing indicates that existing development associated with the adjoining church property has resulted in ongoing concerns regarding storm water runoff and drainage impacts affecting neighboring residential properties.**
- B. The Board further finds that the proposed zoning amendment is unreasonable **because the proposed future use of the property has not been sufficiently defined to allow the Board to fully evaluate the scope, intensity, and impacts of the amendment on adjacent residential properties.**

AND/OR

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

- A. The Board further finds that the proposed zoning amendment is against the public interest because: ***because evidence was presented that existing church-related parking and activity generate noise impacts affecting neighboring residential properties, and the Board finds insufficient evidence demonstrating that future expansion of activities or parking facilities can be accommodated without further adverse impacts to adjacent residents.***

WRITTEN RECOMMENDATION ADDRESSING COMPREHENSIVE LAND USE PLAN CONSISTENCY:

GS 160D-604 and GS 160D-605 set forth specific requirements for governing board statements.

- Boards are not required to take action that is consistent with an adopted Land Development Plan (aka Comprehensive Plan or “Comp” Plan). They only need to consider what it says.
- The Council and Planning Board **must** adopt a statement that addresses plan consistency when considering zoning ordinance amendments.
- The adopted statement **may not be** something simple like “we find the request to be consistent/inconsistent with adopted policies”. Rather, it must say **how/why** the Council feels as it does.
- The consistency statement must include some modest discussion and explanation about the Planning Board and Council’s feelings on their actions. In other words, the statement should not be crafted beforehand by staff.
- The Council must make their statement conform to one of three forms:
 - A statement approving the proposed zoning amendment and describing its consistency with the plan;
 - A statement rejecting the proposed zoning amendment and describing its inconsistency with the plan;
 - or
 - A statement approving the proposed amendment although inconsistent with the plan and why deemed appropriate. Adoption of a rezoning that is inconsistent with the plan automatically amends the plan.
- Each consistency statement **must** include an **explanation of why the board deems the action to be reasonable and in the public interest.**

All amendments must now follow this approach:

- 1) **Consideration of the proposed zoning amendment and public hearing.**
- 2) **Deliberation by the Board.**
- 3) **Motion to approve/deny the zoning amendment.**
- 4) **Motion on consistency/inconsistency with the Land Development Plan (Comp Plan).**

A sample format is provided on the following pages.

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 Town Council further finds that the proposed zoning amendment is consistent with the comprehensive plan
because:_____.

AND

2. *The proposed zoning amendment is reasonable.* Town Council 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 Town Council further finds that the proposed zoning amendment is reasonable
because:_____.

AND

3. *The proposed zoning amendment is in the public interest.* The Town Council 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 Town Council further finds that the proposed zoning amendment is in the public interest
because:_____.

[Call for second etc.]

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 Town Council finds that the proposed zoning amendment is inconsistent with the comprehensive plan because:_____.

AND/OR

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

 A. The Town Council further finds that the proposed zoning amendment is unreasonable because:_____.

AND/OR

3. *The proposed zoning amendment is in the public interest.* The Town Council considers the proposed zoning amendment to be against the public interest because:

 A. The Town Council further finds that the proposed zoning amendment is against the public interest because:_____.

[Call for second etc.]

**MOTION
TO APPROVE
ZONING AMENDMENT
(EVEN IF INCONSISTENT WITH COMP PLAN)**

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

1. *Even though the proposed zoning amendment is **inconsistent** with the adopted comprehensive plan of the Town of Jamestown, a change in conditions in meeting the development needs of the community has occurred since plan adoption.* These changes include: _____.

Furthermore, Town Council finds that the proposed zoning amendment meets the development needs of the community because: _____

AND

2. *The proposed zoning amendment is reasonable.* The Town Council 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 Town Council further finds that the proposed zoning amendment is reasonable because: _____.

AND

3. *The proposed zoning amendment is in the public interest.* The Town Council 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 Town Council further finds that the proposed zoning amendment is in the public interest because: _____.

AND

4. By approving this motion, the Town Council also hereby amends the Town of Jamestown Land Development Plan (comprehensive plan) to reflect the approved zoning amendment.

[Call for second etc.]

Zoning Staff Report prepared for the Town of Jamestown Planning Department by José Colón Rivera, AICP, CZO and Gordon Holton.

DRAFT

**Planning Board Regular Meeting
June 8, 2026
6:00 pm in the Civic Center
Minutes & General Account**

Planning Board Members Present: Chair Hope Inge, Darlene Fete, Robert Garland, & Sherrie Richmond, Eddie Oakley (Alt.), Robert Coon (ETJ), Donald Dale (ETJ), & Peggy Levi (ETJ)

Planning Board Members Absent: Vice Chair John Capes & Brant Gomez

Council Member Representative: Council Member Glanville was absent

Staff Members Present: Matthew Johnson, Katie M. Weiner, José Colón, Gordon Holton, & Jim Lanik, Planning Board Attorney

Visitors Present: Joe Coyne, Missy Coyne, Hannah Coyne, Judy Neal, Leon Barson, George McCowan, Keith French, Lynette French, Joseph Coyne, Debbie Marlowe, Christina Guerrero, Carlos Guerrero, Joe Kelly, Paula Kelly, Sarah Burns, Daniel Burns, Lee Richmond, Marie Busfield, David Busfield, Glen Laivins, James Williford, Carol Williford, Jeffrey Shipman, Mark Dalrymple, Sara Dalrymple, Randy Shealey & Rene Shealey

Call to Order: Chair Inge called the meeting to order.

Roll Call: Weiner took roll call as follows:

Sherri Richmond (ETJ)	present
Donald Dale (ETJ)	present
Darlene Fete	present
John Capes	absent
Hope Inge	present
Robert Garland	present
Eddie Oakley (Alt.)	present
Brant Gomez	absent
Peggy Levi (ETJ)	present
Robert Coon (ETJ)	present

Council Member Glanville absent

Weiner stated a quorum was present.

Approval of minutes from May 11, 2026, regular meeting – Coon made a motion to approve the minutes from the May 11, 2026, meeting. Richmond made a second to the motion. The motion passed by a unanimous vote.

Public Hearing – Mr. José Colón provided an update for the rezoning request for 4909 Guilford College Road- (Parcel #156695) - 2.18 acres +/- from Agriculture (AG) to Conditional Zoning- Single Family Residential (CZ-SFR)

DRAFT

Mr. Colón stated that the permitted uses remain limited to churches and related accessory uses plus single-family residential, and that historical de-designation still requires separate Town Council approval. He highlighted the new conditions which include:

- 1) A privacy fence (6 ft in height) shall be installed adjacent to the single-family subdivision to the east, according to the concept plan.
- 2) Any additional built-upon area on the property must meet stormwater regulations per the Jamestown Land Development Ordinance (LDO).
- 3) The property must meet the additional development standards for Church, Synagogue, Place of Worship on Single Family Residential zoning district (LDO Section 10.1.-12). Some of these additional development standards for places of worship in single-family districts include shielded exterior lighting, limits on accessory uses and signage, and submission of a comprehensive site plan.

Richmond asked why stormwater standards were not applied before now. Colón answered he is not sure about the past, but any future development must meet those standards.

Pastor Coyne stated that Harvest Church has followed all required permitting and stormwater regulations with Jamestown and Guilford County to date, and they obtained proper approvals and occupancy.

After the prior Planning Board meeting, Harvest Church held a community meeting on May 28th at Harvest Church with about 17 neighborhood residents and 20 church members to share what the church does for the community, explain intended uses for the Wiley House, and listen to concerns, especially about drainage and stormwater.

In response to complaints about car lights and privacy, he says they are willing to install fencing around the property and adjust or shield parking lot lights to reduce light spill into nearby yards.

Regarding drainage, he hired civil engineer Jeremy McCall, a Stormwater Specialist, to conduct an independent analysis. The engineer met with affected residents, walked their properties, and later provided a sealed professional report concluding, based on site data, elevations, drainage patterns, and stormwater analysis, that the existing conditions were not caused in the way some neighbors believed. Coyne emphasizes that the engineer was not hired to “favor” the church but to give an objective assessment, and that the engineer is willing to share plans and CAD drawings with any independent engineer hired by the neighbors to help identify solutions.

He stated that the intended use of the house is for church offices and small group ministries (such as men’s, women’s, single’s, business, homeschool, special needs parents, and support groups) rather than any residential addiction recovery home, which he states the church does not operate and does not plan to operate on its properties. He clarifies that a specific white car on the back of the property is associated with a church member who previously went through a Teen Challenge residential program, but that full-time recovery care occurs off-site with partner organizations, not on church property.

He described security measures already in place at the church (cameras, regular presence of sheriff and police officers, security at every event) and offered to have a designated point person for neighbors to contact if they see loitering or unusual activity.

Coyne expressed disappointment that, despite the meeting and offers of concessions (fencing, lighting adjustments, willingness to be part of a stormwater solution), some neighbors stated they simply did not want the church to have the property at all. He nonetheless reiterates that Harvest Church wants to be a better neighbor going forward, remains open to further communication, and is committed to transparency and collaboration while pursuing the rezoning.

Chair Inge opened the public hearing to anyone that would like to speak about the proposed rezoning request.

- Debbie Marlowe, stated that the neighborhood remains strongly opposed to anything but single-family residential use because they still have serious water runoff problems that she believes is caused by the church raising and backfilling the land behind their yards. She disputed the engineer's conclusion about water flowing from Grandover, citing her photos and Google Earth images to argue that the pasture was originally lower, and that rock and cement were later added to elevate the parking lot.
- Paula Kelly, explains that her property will be heavily affected because her entire backyard and side yard border the church, and her well sits only about 22 feet from the property line. She is very concerned that construction of a new parking lot and use of heavy equipment could damage or contaminate the well and underlying aquifer shared by neighbors. She also raised worries about increased noise, car lights, trash, safety, and what she sees as inconsistent statements from the pastor and an unprofessional stormwater inspection by the church's engineer.
- Sarah Burns, read a letter on behalf of her neighbor, Donna. It said neighbors still do not feel reassured about the rezoning because Pastor Coyne has described several different, shifting potential uses for the house. She is particularly opposed to any rehab residents or meetings due to perceived safety risks. She emphasized that her property already takes on excess water despite existing storm drains, and she fears a parking lot would worsen runoff directly over her well. She stated the church has other land it could develop, questioning why it needs to take away this remaining green buffer next to their homes
- Daniel Barnes, stated his main concern is the vagueness and constant shifting of the church's plans for the property. He also feels the church's recent outreach and claims of wanting to be a good neighbor are opportunistic, appearing only once the rezoning was sought after decades of limited engagement.
- James Wilford, is worried about privacy, safety, finances, and potential loss of property value, noting that his home is only about ten feet from the back of 4909 and that even with an existing six-foot fence, they can still clearly see and hear activity. The area was a quiet horse pasture when they moved in 30 years ago and says the church's alarms and activities already disturb the peace. He views this as a large, growing church trying to extend parking and multi-use facilities into the neighborhood. He asked whether others would want that directly in their own backyard.
- Jeffrey Shipman, stated that the neighbors do not dislike the pastor or the church and they are a loving community simply trying to protect their homes. He spoke about flooding problems from the elevated church property and runoff into their yards. He urged the

pastor not to be angry with the neighbors but to talk with them directly, as he believes open conversation would show they are reasonable and caring.

Chair Inge asked if anyone else would like to speak regarding the proposed rezoning. Nobody came forward.

Chair Inge opened the floor to the Planning Board for discussion.

Richmond stated that despite receiving information about Harvest Church's ministries, she remains concerned because the proposed uses for the house have not been clearly or consistently defined, raising worries about who might be staying there and what activities would occur. She noted conflicting accounts about drainage, and expressed ongoing concerns about potential light, noise, and quality-of-life impacts on nearby residents and highlighted the Envision Jamestown's guiding principle of protecting neighborhood livability and preventing nuisances in residential areas.

Garland thanked the church for inviting extensive community input and stated that while the rezoning could arguably be interpreted as consistent with the Comprehensive Plan, the Board must also decide if it is reasonable and, in the public's best interest. Based on substantial resident feedback and remaining unknowns about impacts—especially to wells, aquifers, drainage, and neighborhood conditions—he sees valid reasons for concern. After visiting the site, he acknowledged some noise is expected next to a church but feels the proposed range of uses is still too broad and would like clearer definition before supporting the request.

Fete agrees with Richmond and Garland's concerns.

Levi added that if a proposed improvement benefits one neighbor but causes real harm to another especially with respect to water, then it is problematic. She added once water resources are contaminated, resolving the damage would be extremely difficult.

Garland made a motion to recommend that Council deny the rezoning request for 4909 Guilford College Road from Agriculture (AG) to Conditional Zoning-Single Family Residential (CZ-SFR). Oakley made a second to the motion.

Roll Call: Weiner took roll call as follows:

Sherri Richmond (ETJ)	Aye
Donald Dale (ETJ)	Aye
Darlene Fete	Aye
Robert Garland	Aye
Eddie Oakley (Alt.)	Aye
Peggy Levi (ETJ)	Aye
Robert Coon (ETJ)	Aye

The motion passed by a unanimous vote.

Garland made a motion that the proposed zoning amendment be rejected based on the following:

1. The proposed zoning amendment is consistent with the adopted Comprehensive Plan of the Town of Jamestown. The Board finds that the proposed zoning amendment is

generally consistent with the Comprehensive Plan because the proposed institutional and residential-related uses align with the land use patterns and development vision contemplated for this area.

2. The proposed zoning amendment is not reasonable. The Board considers the proposed zoning amendment to be unreasonable because:
 - A. The Board further finds that the proposed zoning amendment is unreasonable because evidence presented during the public hearing indicates that existing development associated with the adjoining church property has resulted in ongoing concerns regarding stormwater runoff and drainage impacts affecting neighboring residential properties.
 - B. The Board further finds that the proposed zoning amendment is unreasonable because the proposed future use of the property has not been sufficiently defined to allow the Board to fully evaluate the scope, intensity, and impacts of the amendment on adjacent residential properties.
3. The proposed zoning amendment is against the public interest. The Board considers the proposed zoning amendment to be against the public interest because:
 - A. The Board further finds that the proposed zoning amendment is against the public interest because evidence was presented that existing church-related parking and activity generate noise impacts affecting neighboring residential properties, and the Board finds insufficient evidence demonstrating that future expansion of activities or parking facilities can be accommodated without further adverse impacts to adjacent residents.

Levi made a second to the motion. The motion passed by a unanimous vote.

Public Comment Period – No one signed up to speak.

Other Business- Colón stated that the Board of Adjustment would consider a variance request in the coming weeks. He added that the Board will also review an ordinance amendment updating the Town's flood damage prevention regulations to meet new state and federal compliance requirements at the July 13th Planning Board meeting.

Adjournment- Coon made a motion to adjourn. Garland made a second to the motion. The motion passed by a unanimous vote.

The meeting ended at 6:45 pm.



**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: Harvest World Outreach Church

4915 Guilford College Road

Greensboro, NC 27407

Street Address or P.O. Box
336-885-0587

336-908-2456

City/State/Zip Code
pjc@hwoc.org

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: Glen A. Laivins & Connie L. Laivins

4909 Guilford College Rd

Greensboro, NC 27407

Street Address or P.O. Box

614-496-4955

City/State/Zip Code
Glaivins@icloud.com

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: 4/28/26

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: 4/28/26

NOTARY STATEMENT:

State of North Carolina County of Guilford to wit:

(SEAL)

I, Luzmila Chavez a notary public in and for the state and county aforesaid, do hereby certify that Glen A. Laivins & Connie L. Laivins whose name(s) is (are) signed to the foregoing statement, personally appeared before me in my state and county and acknowledged the same on April 28, 2026.

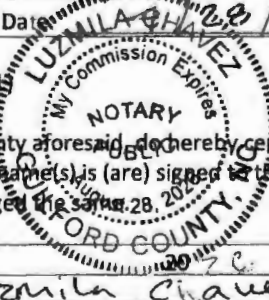
My commission expires August 28, 2026

Given under my hand this 28th day of April, 2026.

Notary Signature [Signature]

Day of April

Printed Name of Notary: Luzmila Chavez



Permit Information		
Owner Requests Rezoning of the Following Parcel(s):		
Parcel #1: <u>0156695</u>	Parcel Size: <u>2.18</u>	<u>4909 Guilford College Rd., Greensboro, NC 27407</u>
Tax Map ID	Acres/Square Ft	Street Address
Current Parcel Zoning: <u>AG</u>	Request to Rezone to: <u>CZ-SFR</u>	
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.		
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
Harvest World Outreach Church	4915 Guilford College Rd., Greensboro, NC 27407	0156702
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
William L. Dameron & Alice Dameron Living Trust	4905 Guilford College Rd., Greensboro, NC 27407	0156699
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Joseph & Jean Kelly	4908 Kacia Ct., Greensboro, NC 27407	0157007
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
James R. & Carol Williford	4906 Kacia Ct., Greensboro, NC 27407	0157006
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Kenneth & Brandy Stafford	4904 Kacia Ct., Greensboro, NC 27407	0157005
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	

Project Questionnaire

Rezoning requests involve analysis by Town staff, Planning Board, and Town Council members. The information provided below will help staff members review the application for compliance with town regulations. The questionnaire will also serve as an introduction to the Planning Board, as a copy of the application will be included in information delivered to each member prior to the meeting date. Please use additional sheets and attach photographs if necessary.

Why are you requesting this rezoning? The rezoning is requested to allow for the expansion of an existing church and religious institutional use adjacent to the subject property. The proposed rezoning will permit church-related and community-serving religious activities that are consistent with nearby land uses and support the continued growth and outreach of an established religious institution. This request represents a logical and compatible extension of an existing institutional use and does not introduce a new or unrelated land use to the area.

Please provide a description of the site before and after development (if construction is proposed).

Before Development: the approximately 2.18-acre property is currently zoned Agricultural (AG), and remains largely undeveloped, located adjacent to an existing church within a predominantly residential area; Following rezoning, the property will accommodate the expansion of church and related religious uses in a manner that is compatible with the

surrounding neighborhood and compliant with all applicable setbacks, buffering, and building requirements.

Please describe the operation proposed including number of employees and hours of operation, if applicable.

The proposed use will function as part of an existing church operation. Activities will include worship services, ministry programs, and community outreach events. Staffing will be minimal consistent with church operations.

Please describe how the properties around your site are used (residential, churches, business, schools) and how the proposed project may impact the surrounding area (e.g. noise, traffic, light, impact on environmental or other unique features).

Surrounding properties are predominantly residential, with nearby churches and other community-serving institutional uses. The proposed church use is compatible with the surrounding area. Traffic associated with church activities is generally limited to specific days and times and is not expected to significantly alter existing traffic patterns.

Please describe potential impacts on public facilities and infrastructure such as the water/wastewater system, public schools, and roads.

The proposed rezoning and use are not expected to create significant impacts on public facilities or infrastructure. Church-related activities typically generate limited demand on water and wastewater systems and do not impact public schools. Traffic impacts on local roads are expected to be minimal, intermittent, and limited to scheduled

Will your project require a permit from other licensing agencies (e.g. NCDENR, NC Department of Transportation, US Army Corps of Engineers, etc). Yes No If yes, please explain.

No - At this time, no additional permits from outside licensing agencies are anticipated beyond standard local approvals. If future development activities require review or permitting by state or federal agencies, the applicant will comply fully with all applicable requirements.

For Town Use Only

Date Application Received:

4/15/20 - Re-application of RZ

Town of Jamestown, North Carolina

301 E. Main St.

Jamestown, NC 27282

(336) 454-1138

Concept Plan – 2026-01- 4909 Guilford College Rd- Harvest Church Expansion



Proposed Conditions – 2026-01- 4909 Guilford College Rd- Harvest Church Expansion

(Updated Conditions)

- 1) *Uses are limited to churches and any church-related accessory uses, and single family residence and residential accessory uses.*
- 2) *A request for historic de-designation must be approved by Town Council separately.*
- 3) *A privacy fence (6 ft in height) shall be installed adjacent to the single-family subdivision to the east, according to the concept plan.*
- 4) *Any additional built-upon area on the property must meet stormwater regulations per the Jamestown Land Development Ordinance.*
- 5) *The property must meet the additional development standards for Church, Synagogue, Place of Worship on Single Family Residential zoning district (LDO Section 10.1.-12).*

HARVEST CHURCH

Dear Neighbor,

Harvest Church would like to personally invite you to a **neighborhood community meeting** regarding our proposed rezoning request for the property at 4909 Guilford College Road. (Any questions? Please call or email Pastor Joe Coyne (336.908.2456, pjc@hwoc.org).

Meeting Date: May 25, 2026, 6:00 PM at Harvest Church (4915 Guilford College Road)

Thank you for taking the time to meet with us. We know this conversation matters, and we do not take your concerns lightly. Our desire is not simply to present information, but to listen, learn, and begin building relationships with you.

We recognize there are real concerns regarding the history of this property, current and future water and drainage issues, future land use, and how any changes may affect the neighborhood.

We also recognize that trust is built over time through clear communication, consistent follow-through, and respect. Our heart is to make up for lost time, listen carefully, and better understand what you need and expect from us as your neighboring church.

The following topics will be discussed:

- **Who we are & some of what we are doing:** (**SEE #1** list of Community, Regional & Worldwide outreaches)
- **Past property water issues:** (Civil Engineer present)
- **Rezoning intended uses for the house, buildings, and barn:** (**SEE #2** list of intended uses below)
- **Ideas from the neighborhood:** (Hours of use, a neighborhood point person, etc.)
- **How can we be a good neighbor moving forward?**
- **Our Heart Behind This Request** - This request is about creating space to serve people, strengthen families, support youth, mentor leaders & responsibly prepare for future ministry needs.

#1 – Who We Are and Some of What We Are Doing: Harvest Church – A multi-generational, multi-cultural church in the Triad helping people love God, love people, live with purpose, & grow through reaching, connecting, growing, and serving.

Community Outreaches and Partnerships:

Salvation Army – We support the Salvation Army in its mission to preach the gospel of Jesus Christ and meet practical human needs with compassion and dignity.

Greensboro Urban Ministry – We partner with Greensboro Urban Ministry as they express God's love by providing food, shelter, and supportive services to individuals and families experiencing hardship in the Greensboro community.

Church Under the Bridge – We serve meals for the homeless community downtown, while also helping provide a worship service with praise, the Word, prayer, and personal encouragement—literally gathering for church “under the bridge.”

Leslie's House – We prepare and serve meals, share fellowship, and encourage the women of Leslie's House, a safe and nurturing home that provides beds, meals, clothing, case management, life-skills classes, and hope.

Open Door Ministries – We support Open Door Ministries in its work to serve, empower, and minister to individuals and families facing hunger and homelessness through advocacy, education, housing, and practical care.

Teacher Appreciation – We serve and encourage the teachers and staff of Jamestown Middle School, Jamestown Elementary, and Ragsdale High School as a way of saying, “We are here in the community, and we are grateful for all you do for our children.”

Ragsdale YMCA Kids' Soccer Tournaments – We serve families in our community by providing pizza, snacks, drinks, and a welcoming presence during children's soccer tournaments at the Ragsdale YMCA.

Ragsdale High School Football – Our Brave Men ministry encourages the Ragsdale High School football team with a weekly word of encouragement during practice, provides pregame meals, and offers support throughout the school year.

Jail & Prison Ministry – We serve snacks and minister the Word of God with a heart to see lives restored, families reunited, and people affected by crime and incarceration experience hope, healing, and lasting change.

Atrium Health – We provide snacks and drinks as a simple act of refreshment and care for families and friends spending time at the hospital with loved ones.

Tabitha's House – Harvest Church partners with Tabitha's House by preparing and serving meals, sharing fellowship with the women, and supporting their Christ-centered residential discipleship program that helps women overcome addiction, destructive life patterns, and rebuild their lives with dignity, freedom, and purpose.

Teen Challenge – We serve meals and share fellowship with the men of Teen Challenge, supporting their long-term Christ-centered recovery program that includes biblical studies, work projects, education, recreation, and life transformation.

The Father's Storehouse Ministries – We regularly share and minister the Word while supporting a ministry that helps meet the needs of individuals and families with little or no income by providing clothing, shoes, household items, linens, cleaning supplies, hygiene products, haircuts, and seasonal support during back-to-school, Thanksgiving, and Christmas.

U.S. Regional Responsibilities: Rhema Ministerial Association International (North Carolina, South Carolina, & Georgia)

Our Worldwide Partnerships:

Kenneth Hagin Ministries: International RBTC

Students Enrolled Worldwide: 25,225

International Campuses: 325 (268 in operation), Nations with at least One Campus: 55

Churches: (US & International) pastored by RBTC graduates: 3,549

Graduates Worldwide: 136,179

Club1040 – A relational missionary movement reaching unreached people groups in the 10/40 Window, especially across the Middle East and North Africa.

LeSEA Global Feed The Hungry – A Christian humanitarian ministry feeding the hungry, empowering local churches, and sharing the hope of Jesus worldwide.

Feed the Children – A global hunger-relief organization providing food, essentials, and opportunities so children and families can survive and thrive.

Jewish Voice Ministries – A Messianic ministry proclaiming the Gospel to Jewish people, strengthening Messianic Jewish community, and engaging the Church concerning Israel.

A21 – A global anti-trafficking organization working to abolish human trafficking through prevention, protection, restoration, and survivor support.

Joyce Meyer Ministries – A global Bible-teaching and missions ministry sharing Christ, loving people, and helping those in need through practical outreach.

Tony Cooke Ministries – A ministry dedicated to strengthening churches and leaders through teaching, resources, seminars, and leadership development.

Grunewald Ministries – A missions organization training leaders, planting Bible schools, translating books, and helping send believers into Europe, Africa, and the Middle East.

#2 - Intended House Uses - The home would serve as a ministry support and community care space.

- Counseling and pastoral care
- Harvest support groups and various small groups
- Leadership meetings and ministry training
- Church offices, volunteer coordination, and internship development
- Podcast/media room
- Temporary guest housing for visiting ministers or missionaries
- These uses are ministry-focused, not commercial.

Intended Land Uses

- Additional parking, Pavilion and fellowship space, outdoor youth activities and games
- Vacation Bible School and family events, Thoughtful future ministry growth

Intended Accessory Buildings - Future buildings would primarily support church operations:

- Storage for tables, chairs, staging, and seasonal materials
- Maintenance equipment and supplies, Food pantry and outreach storage

Harvest Church Community Meeting Summary

Board members, at our last meeting you recommended that we hold a community meeting. The meeting was held on May 28th at Harvest Church at 4915 Guilford College Rd, Greensboro, NC.

We had about 15 attendees from the neighbourhood and about 20 Harvest Church members.

The following items were discussed:

- Car lights from existing parking lot shining at their residences and cars being in parking lot late at night.
- Existing drainage issues at 4905, 4907, 4909, 4908, 4902 Kacia Ct.
- Residents concern of more drainage issues with any proposed development.
- Concerns about not having a landscape buffer between new development and existing residential properties.
- Concerns of “Transient People” staying in house if rezoned.
- Engineer visited with 4905, 4907, 4909, 4908, 4902 Kacia Ct. residents and has provided an Engineer’s Findings Report. The engineer’s finding report has been provided.

Based on the community meeting discussions, the church is willing to implement the following remediation items by Harvest Church on the existing church property:

- Light shields on existing streetlights.
- *Uses are limited to churches and any church-related accessory uses, and single family residence and residential accessory uses.*
- *A request for historic de-designation must be approved by Town Council separately.*
- *A privacy fence (6 ft in height) shall be installed adjacent to the single-family subdivision to the east, according to the concept plan.*
- *Any additional built-upon area on the property must meet stormwater regulations per the Jamestown Land Development Ordinance.*
- *The property must meet the additional development standards for Church, Synagogue, Place of Worship on Single Family Residential zoning district (LDO Section 10.1.-12).*

We understand the concerns that have been raised about drainage and water flow in the area. To help address these concerns, a licensed Civil Engineer completed a stormwater study, which is available for review. We want to ensure that all decisions are guided by accurate information, careful analysis, and expert input.

The study shows that the construction of the church and parking area has actually reduced the amount of water draining toward adjacent properties by approximately 76%. Based on the engineer’s findings, the existing drainage issues were not caused by the development of the church property.

DRAINAGE ISSUES FINDINGS REPORT

Harvest Church

**4915 Guilford College Rd,
Greensboro, NC
MEG Project # 250043**

Client:

Harvest Church

Written By:



June 2026

Background

This study was completed to determine if stormwater runoff was causing drainage issues to the adjacent property owners to the north on Kacia Ct. The property is a 6.97-acre site that includes the church building, parking lot and wet detention basin. Prior to 2004, the site was an existing pasture with 2.81 acres draining to the north towards Grandover Parkway. Harvest Church was originally constructed in 2004-2005. In 2015, the original parking lot was expanded to the north. All impervious areas from the site drain to the wet detention basin as required by the Guilford County Watershed Ordinance.

It should be noted that Kacia Ct is lower than Grandover Pkwy and some of the lots along Kacia Ct are lower than the ditches along Kacia Ct.

Findings

McCall Engineering Group (MEG) visited the site and met with property owners at 4905, 4909, 4908, & 4906 Kacia Ct. It was found that all impervious area on the 6.97-acre site drains as shown on the approved Jamestown Engineering Plan dated May 5th, 2014.

MEG met with residents at the above-mentioned addresses to evaluate drainage issues. It was found that a swale at the rear of 4909 Kacia Ct. had been installed to direct the natural flow of water around the septic field. This is typically required by the County Environmental health department when septic lines are replaced. It was found that the swale directs a portion of the flow to the east edge of the property and a portion of the flow to the west edge of the property. On the east side of the property the swale has settled, and ponding of water and a large wet area is occurring. On the west side of the property the swale is concentrating flow around the house and across the driveway and front yard of 4907 Kacia Ct.

MEG located topographical information for the property prior to 2004 and before the church was constructed. A total of 2.81 acres of pasture was draining to 4909 Kacia Ct. prior to 2004. See attached map in Appendix A-1. MEG also located the topographical information for the approved parking lot expansion plans dated May 5th, 2014. These plans show 0.68 acres of lawn and woods draining to 4909 Kacia Ct. See attached map in Appendix A-1.

Conclusion

Based on the site visit and topographical information found, the construction of Harvest Church in 2004 and the additional parking in 2015 has reduced the area that is flowing to 4909 Kacia Ct. by 76%. The issues found at 4905, 4909, 4908, & 4906 Kacia Ct. are caused by the installation of a swale and settlement of the swale.

Topographic Maps A-1

Pre-Parking Lot Expansion Drainage Map
Post-Parking Lot Expansion Drainage Map

DM-1

011133HS



HARVEST CHURCH
DA MAP-BEFORE CHURCH CONSTRUCTION
TOWN OF JAMESTOWN
GUILFORD COUNTY, NORTH CAROLINA

P#	Date	Description	B.	PROJECT	Z505.3
1				D-ITE	6/8/9726
2				DESIGNED	A-H
3				CIT	DR-TH
4				CHECKED	J-LI
5				SCHEDULE	AS NOTED
6				SUB-E-IED	H-Z

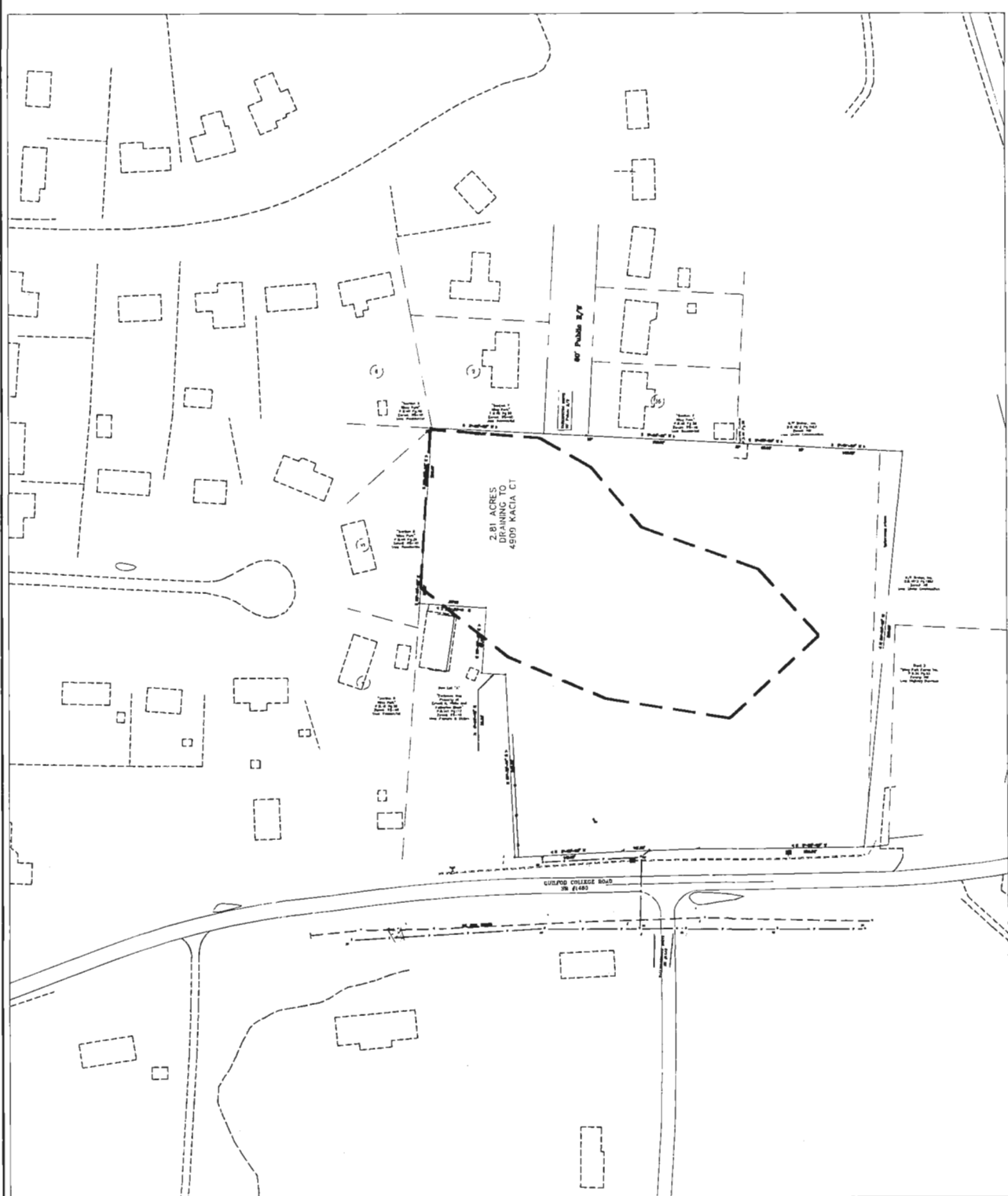
MCCALL ENGINEERING GROUP, PLLC
FIRM LIC #F-2872
5857 GROOMETOWN ROAD
HIGH POINT, NC 27263
(336) 870-0948
JEREMYLMCCALL@GMAIL.COM



VICINITY MAP
SCALE: 1" = 500'

VICINITY MAP

OWNER:
HARVEST WORLD OUTREACH CHURCH
JOE COYNE-PASTOR
4915 GULFORD COLLEGE RD.
GREENSBORO NC 27407
PROPERTY ADDRESS:
4915 GULFORD COLLEGE RD



HARVEST CHURCH
DA MAP-AFTER PARKING LOT
TOWN OF JAMESTOWN
SULLYFORD COUNTY, NORTH CAROLINA

REV	DATE	DESCRIPTION	BY	PROJECT	2500-3	DATE	DESIGNED	JLM	DRAWN	CTL	CHECKED	JLM	SCALE	AS NOTED	SUBMITTED	N.T.
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MCCALL ENGINEERING GROUP, PLLC
FIRM L.L.C. #P-2872
5567 GROVETOWN ROAD
HIGH POINT, NC 27655
(336) 870-9940
JEREPLYMCCALLPE@GMAIL.COM

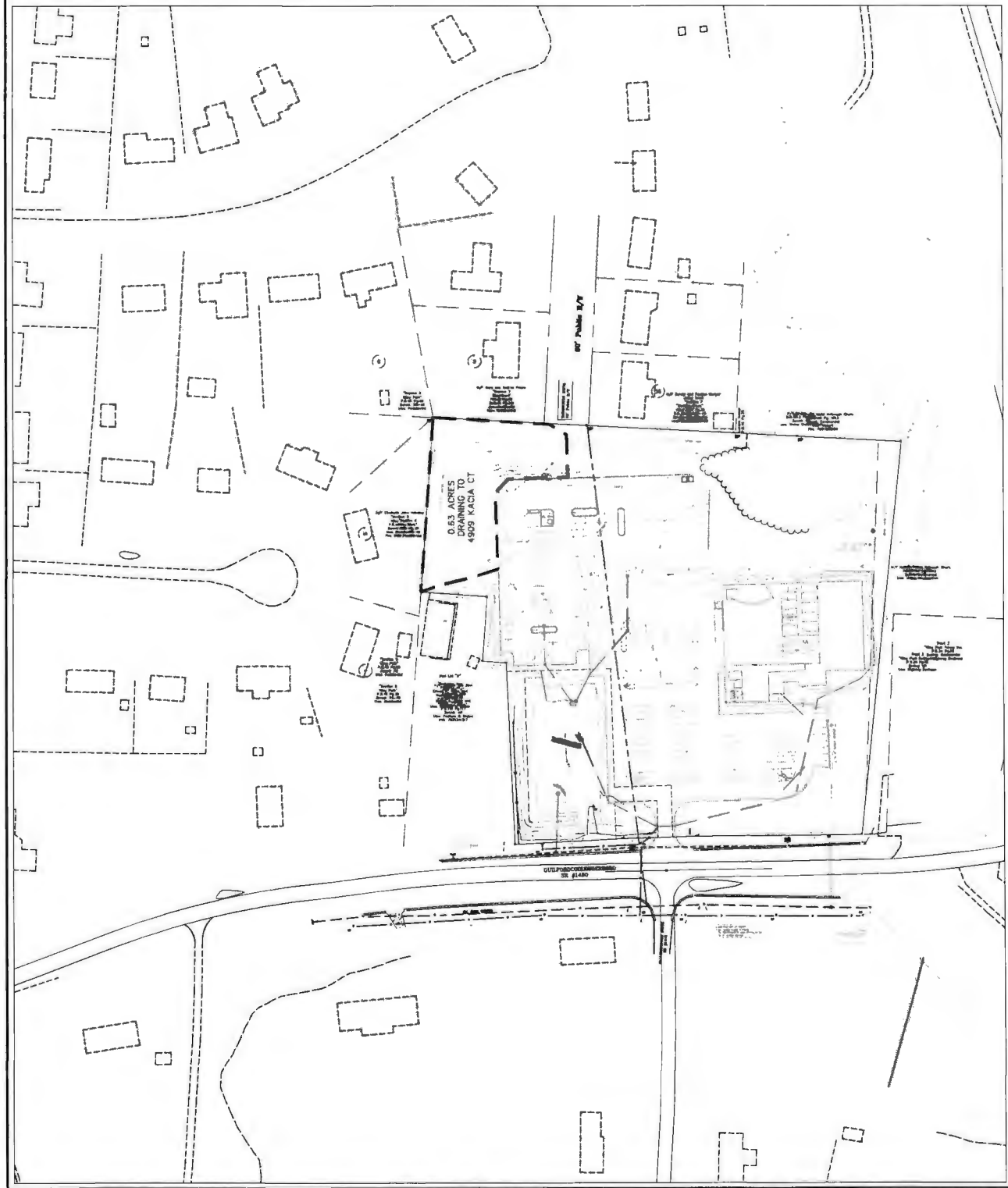
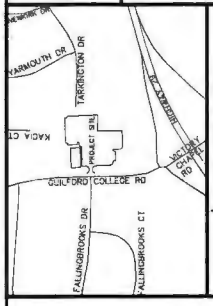


167



VICINITY MAP
SCALE: 1" = 500'

OWNER:
HARVEST WORLD OUTREACH CHURCH
JOE COYNE-PASTOR
4015 GUILFORD COLLEGE RD.
GREENSBORO, NC 27407
PROPERTY ADDRESS:
4015 GUILFORD COLLEGE RD



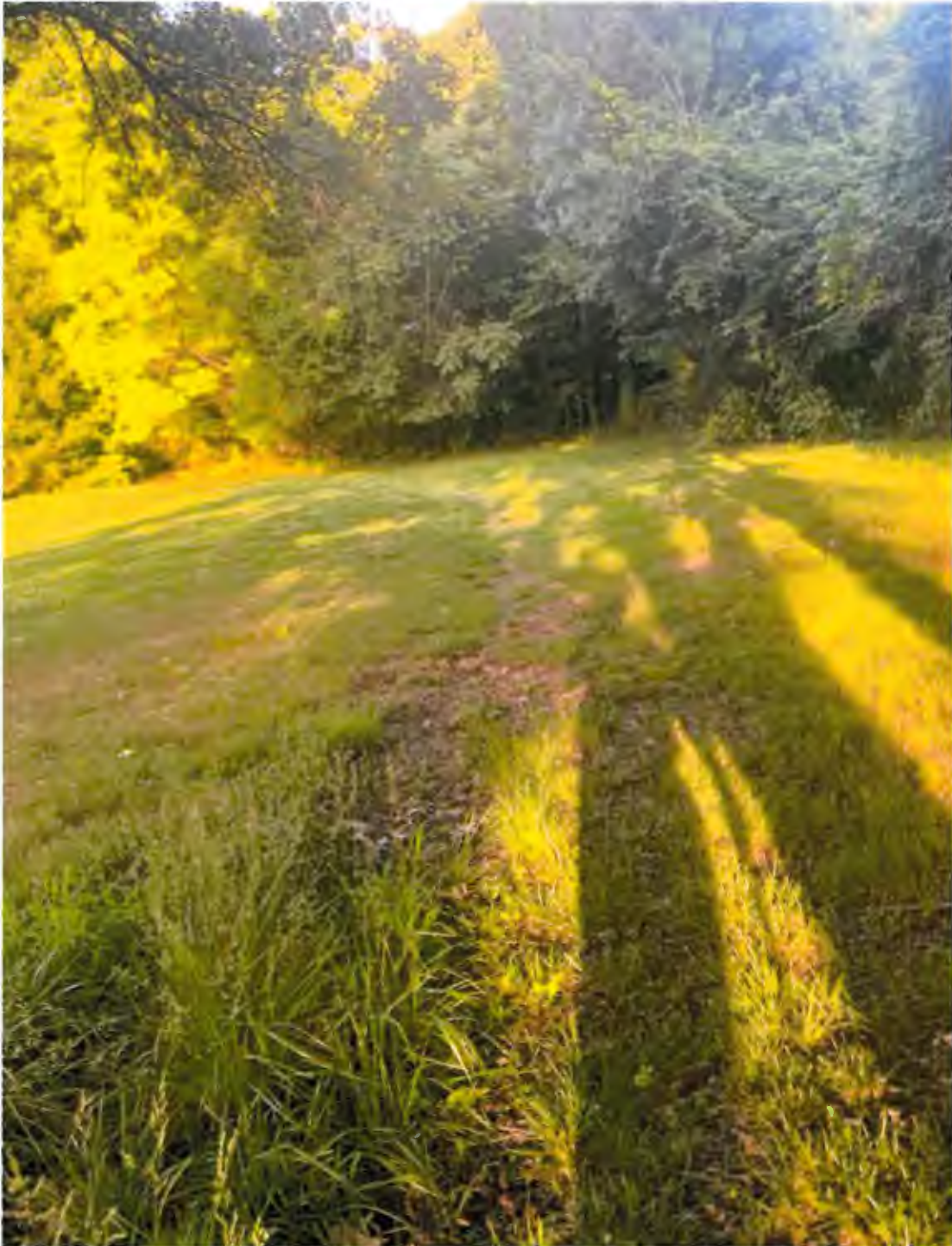
Site Visit Photos A-2

Pavement Along Northern Side of Parking Lot



Pavement drains to pond.

Swale at rear of 4909 Kacia Ct.



Swale was installed to direct flow around septic field.

Wet area at rear of 4909 Kacia Ct.



Swale has settled and is lower than the end of the swale creating water to pond.

Street of Kacia Ct.



Kacia Ct. is lower than Grandover Pkwy. Some yards are lower than ditches in Kacia Ct.

BK: R 8400
PG: 2278-2280
RECORDED:
02-04-2021
03:17:05 PM
BY: KELLY SALO
DEPUTY-GB



2021008376
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00
STATE OF NC
REAL ESTATE
EXTX \$498.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$498.00

Parcel Identifier No. 156695 Verified by _____ County on the _____ day of _____, 20____

By: _____

Mail/Box to: Hunter H. Galloway III, 1834 Pembroke Road, Ste 11, Greensboro, North Carolina 27408

This instrument was prepared by: Hunter H. Galloway III, 1834 Pembroke Road, Ste 11, Greensboro, North Carolina 27408

Brief description for the Index: _____

THIS DEED made this _____ day of _____ February _____, 2021, by and between

GRANTOR

Kenneth Thomas Laivins and wife,
Anne L. Laivins
4909 Guilford College Road
Jamestown, NC 27282

GRANTEE

Glen A. Laivins and wife,
Connie L. Laivins
4703 Jamesford Drive
Jamestown, NC 27282

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Greensboro, NC Township, Guilford County, North Carolina and more particularly described as follows:

See Attached

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.
All or a portion of the property herein conveyed _____ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book _____ 106 _____ page _____ 80 _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to all restrictions, easements and rights of way of record and 2021 ad valorem taxes.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name)

By: _____

Print/Type Name & Title: _____

By: _____

Print/Type Name & Title: _____

By: _____

Print/Type Name & Title: _____

Kenneth Thomas Laivins (SEAL)
Print/Type Name: Kenneth Thomas Laivins

Anne L. Laivins (SEAL)
Print/Type Name: Anne L. Laivins

Print/Type Name: _____ (SEAL)

Print/Type Name: _____ (SEAL)

State of North Carolina - County or City of Guilford

I, the undersigned Notary Public of the County or City of Guilford and State aforesaid, certify that Kenneth Thomas Laivins and spouse, Anne L. Laivins personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of February, 2021.

My Commission Expires: 7-17-23
(Affix Seal)

Deborah B. Galloway Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____
(Affix Seal)

Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, _____ he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____
(Affix Seal)

Notary's Printed or Typed Name

ATTACHMENT

BEGINNING at a point, said point being North 84 deg. 26 min. 30 sec West 203.48 feet from a control corner, said control corner being at the Northeast corner of Lot 2, at the Southern corner of Lot 6, and eastern corner of Lot 5 of Willey Park, Section 8, and said point being at the Northeast corner of the within described parcel; thence South 05 deg. 33 min. 30 sec. West 89.62 feet to a point; thence North 84 deg. 26 min. 30 sec. West 87.42 feet; thence South 05 deg. 33 min. 30 sec. West 38.75 feet to a point; thence North 84 deg. 26 min. 30 sec. West 287.67 feet to a point, at the edge of the right of way of State Road 1480, Vickrey Chapel Road, said point being at the southwestern corner of the within described parcel; thence within the right of way of said Road North 00 deg., 53 min. 10 sec. East 128.67 feet to a point; thence North 03 deg. 04 min. 58 sec, West 100.31 feet to a point; thence North 07 deg. 57 min. 19 sec. West 100.31 feet to a point; thence North 12 deg. 28 min. 18 sec. West 85.65 feet to a point, the Northwestern corner of the within described parcel; thence South 88 deg. 33 min. 00 sec., East 216.21 feet to a point, passing through an existing iron pin at 181.83 feet; thence South 05 deg. 08 min. 30 sec., West 285.84 feet to an existing iron pin, an internal angle; thence South 84 deg. 26 min. 30 sec. East 236.45 feet to the POINT AND PLACE OF BEGINNING and containing 2.181 acres +/- by DMD, as surveyed by High Point Surveying as revised 8/3/92, Job No. 92-200, and being Lot 1 of the property of Ann Willey White according to said survey to which reference is made for a more detailed description. This is a portion of the property conveyed in the document recorded in Book 2068, at Page 399, and being known as the old homestead of William G. Willey.

AKL *adL*

LAVINS, KENNETH (21)

4909 Guilford College Road, Greensboro, NC, NC 27407

Guilford County, NC



Parcel Number	156695	Total Out Building Value	34300
PIN	7831341317	Total Land Value	75000
Owner	LAIVINS, GLEN A;LAIVINS, CONNIE L	Total Deferred Value	0
Mail Address	4703 JAMESFORD DR	Bldg Card	1
Mail City	JAMESTOWN	Appraisal Model Code	1
Mail State	NC	Deed Data	2/4/2021
Mail Zip	27282	Neighborhood	7831B07
Property Address	4909 GUILFORD COLLEGE RD	Property Type	RESIDENTIAL
Legal Description	2.18AC PTA&PTB PB 141-117 BLACK/WHITE PL:141-117	Structure Size	2186
Deed	008400-02278	Lot Size	2.18
Plat	141-117	Year Built	1908
Condo		Bedrooms	5
Total Assessed	246300	Bathrooms	2
Total Building Value	137000	Grade	B-10 115%



NOTICE OF PUBLIC HEARING
Town Council - Zoning
ZONING CASE 2026-01

A request for rezoning has been filed with the Town of Jamestown Planning Department for the property shown on the included map (highlighted in red). The request is described below:

Proposal: Request for rezoning for the following parcels consisting of a total of 2.18 +/- acres:

Current Zoning

- 4909 Guilford College Rd. (Parcel # 156695) AG (Agriculture)

Proposed Zoning

CZ-SFR (Conditional Zoning – Single Family Residential)

Location: See site map to the right (in red).

Applicant: Pastor Joe Coyne

Applicant's Contact: Pastor Joe Coyne: pjc@hwoc.org



You are receiving this notice because public records indicate that you own property adjacent to or within 500 ft. of this rezoning request, which has been scheduled for a public hearing. Recipients of this notice may wish to share it with their neighbors whose property is nearby the above noted zoning proposal.

The purpose of the public hearing is to allow citizens to comment regarding potential impacts the proposed rezoning would have on their properties or on the area in general, and to identify issues or concerns related to the appropriateness of the request.

The public hearing is not the appropriate setting to learn about a zoning proposal for the first time. It is difficult to gain understanding of a proposal and offer well-thought-out comments during the relatively short time of a public hearing. The staff recommend that you contact the applicant or the Town of Jamestown prior to the meeting to learn more about the proposal.

PUBLIC HEARING

Public Hearing Date: Tuesday, July 21, 2026

Time: 6:00 PM

Location: Town of Jamestown Town Hall, 301 E. Main St., Council Chambers

The meeting facilities of the Town of Jamestown are accessible to people with disabilities. Anyone needing special accommodations should call (336) 454-1138. Notice of public hearing shall also be published in a newspaper in general circulation.

Members of the public may watch the hearing live on the Town's YouTube channel at:

<https://www.youtube.com/c/TownofJamestownNC>. Be sure to subscribe and tap the bell icon to be alerted when the meeting goes live.

Mailed: July 7, 2026

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Adoption of the Council's Strategic Plan for 2026/27

AGENDA ITEM #: VII-C

☐

CONSENT AGENDA ITEM

☒

ACTION ITEM

☐

INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 5 min

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

At the June 23, 2026, regular Council meeting, the Council tabled the adoption of their annual Strategic Plan. During subsequent discussion, staff learned that Council would like to revisit portions of the plan prior to adoption. The staff would recommend the following dates/times to convene for the purposes of having a dialogue with key staff members regarding the suggested changes:

August 11th- 10:00 am-12:00 pm

August 12th- 10:00 am-12:00 pm

August 14th- 10:00 am-12:00 pm

Staff will request a date and time certain be set during the July 21, 2026, regular meeting and the Clerk will advertise the meeting accordingly.

ATTACHMENTS: Council Strategic Plan for FY 26/27

RECOMMENDATION/ACTION NEEDED: Set a date for staff and Council to convene for discussion.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to set a date of _____ and time _____ to meet in the Council Chambers to discuss Council's Strategic Plan.

FOLLOW UP ACTION NEEDED: N/A

Town of Jamestown Strategic Plan

Outcomes and Goals

Adopted: June 15, 2021

Last Update: June 23, 2026





Introduction to the Town's Strategic Plan

The **Town of Jamestown Strategic Plan** is designed to be a multiyear representation of the Town's mission. It aims to serve as a roadmap for staff and Town Council over the next three to five years.

This plan, an outgrowth of Council and staff input, further defines the Town's strategic priorities.

The structure better links Council and staff plans and employs a format that should be more useable for elected officials, staff, partners and citizens.

The plan includes these components:

- Outcome statements that are the foundation of the Town's mission statement;
- Short and long-range goals that further define and support the outcomes;
- Multiyear (three- to five-year) goals that will be executed to achieve the outcomes; and
- Annual tasks captured in a separate working document and a reporting structure that will be updated regularly to track progress.

Outcomes and Goals Snapshot

The outcomes and goals snapshot represents a graphical method for displaying specific desired outcomes and the goals necessary to bring these to fruition.

Goals are grouped under seven (formerly five) focus areas. Each individual outcome represents an initiative that has been reviewed by staff and the Council together during the annual retreat process to ensure that citizen needs are being met in an effective and efficient manner.

This document will be reviewed periodically and the Town Manager will communicate progress on each of the goals with the Council as needed.

The Town Council will review this document annually to ensure that goals are still relevant. The document will be updated and adopted as a part of the annual budget process in June.



Mission

Creating an exceptional quality of life for all residents and businesses by providing superior services and amenities.

Vision

Jamestown is a thriving community with deep roots in its history and a strong commitment to the future. We are dedicated to a high quality of life for residents of all ages by supporting recreation, education, and local businesses, while fostering clean, beautiful, and safe surroundings. Jamestown is a welcoming community where neighborhoods are connected and everyone feels at home.

Values

Compassion & Fairness

We treat all people—residents, businesses, staff, and visitors—with compassion and fairness. Our decisions are thoughtful, considerate, and grounded in the belief that everyone deserves equal consideration.

Accountability

We are accountable to the residents and businesses of Jamestown. We take ownership of our actions, decisions, and outcomes, and we hold ourselves to high ethical and professional standards.

Servant Leadership

We lead by serving. Our role is to put the needs of the community first, engage residents and businesses, and act in the best interest of the public we serve.

Collaboration & Listening

We commit to working together by actively listening to the needs, concerns, and perspectives of our residents and businesses. Diverse backgrounds and experiences strengthen our work, and we strive to hear all voices and incorporate them into thoughtful, effective solutions.

Stewardship

We will be responsible for the management, protection, and use of all Town resources entrusted to our care.

**Innovation**

We embrace curiosity, open-mindedness, and continuous improvement. We seek new ideas and better ways of doing our work while remaining adaptable and responsive to the evolving needs of Jamestown.

Hospitality

We approach every interaction with professionalism, respect, and care. We strive to create welcoming, courteous, and inclusive experiences for residents, businesses, staff, and visitors, recognizing that how we treat people reflects who we are as a community.

The Town's Strategic Plan is organized around seven focus areas, which make up its mission. We are committed to promoting:

Staff Excellence

Recruit and retain a team of excellent employees



Communication and Engagement

Provide outlets for citizen outreach and engagement



Infrastructure Resiliency

Ensure logical investment in infrastructure and facilities to meet future needs



Public Health & Safety

Provide partnerships to ensure effective services that match community needs



Planning and Economic Development

Grow and maintain a robust diversified economy



Amenities

Provide existing and new community amenities



Resource Stewardship

Provide the highest levels stewardship for the finite resources of the Town.





Jamestown Strategic Plan

Focus Areas, Outcomes, and Goals

Adopted: June 15, 2021 Updated: January 22, 2026

Staff Excellence

Outcome 1: To attract, develop, and retain town staff in order to support services and meet community needs		Jan 2025	Jan 2026
C.	Complete/Update Pay Classification Study	New Goal	
Outcome 2: To improve the administration of Town government		Jan 2025	Jan 2026
B.	Engage with partners to provide quarterly reports to Council	New Goal	

Communication and Engagement

Outcome 3: Develop and implement strategies to promote Jamestown		Jan 2025	Jan 2026
A.	Further develop Music in the Park and other Town-sponsored events		
B.	Schedule work session to discuss the Town's goals and role in marketing opportunities		
Outcome 4: Conduct community engagement through multiple strategies to increase resident involvement in Town matters		Jan 2025	Jan 2026
★ D.	Develop and offer senior citizen programing and resources	New Goal	
E.	Research and implement improved communication strategies between the town and citizens	New Goal	
★ F.	Research posibility of creating hiring a Communications/Marketing/Public Relations position		New Goal

Infrastructure Resiliency

Outcome 5: Make plans to improve current infrastructure, facilities, and services		Jan 2025	Jan 2026
B	Repair/replace golf course irrigation system, bunkers, and cart paths		
C	Work with PSFD to create a plan for Fire Station improvements		
J	Complete current capital improvement projects before adding additional projects	New Goal	

Public Health & Safety

Outcome 6: Continue to develop plans to improve public safety in the Town of Jamestown		Jan 2025	Jan 2026
★ B.	Enhance the pedestrian-friendliness and safety of Main Street/Downtown	New Goal	
C.	Evaluate street lighting in targeted areas of Jamestown	New Goal	

★ Priority Goal

◻ Limited Progress /
Unscheduled

● Pending /
Deferred

● Moderate Progress

● Significant Progress

✓ Complete / Near Completion

Planning and Economic Development

Outcome 7: Implement a broad program of community planning, development, and land management through zoning	
★ A.	Review historic assets and create plans to preserve and protect them
B.	Seek grant funding to complete projects included in the BiPed Plan
C.	Support Main St/Downtown economic development and improvement
D.	Schedule UNC School of Govt. training for Planning Board/Council
★ E.	Consider and plan beautification and aesthetic improvements to Downtown/Main St, including maintenance.
★ F.	Research and adopt short-term rental ordinance
★ G.	Discuss and work toward Oakdale Mill redevelopment/improvement

Jan 2025

Jan 2026

New Goal

New Goal

New Goal

New Goal

New Goal

New Goal

Amenities

Outcome 8: Ensure development, maintenance, and enhancement of public amenities that support quality of life and community well-being	
D	Increase internet capabilities at all Town facilities
G	Evaluate and Plan for overflow parking at the Charles Turner Athletic
H	Seek grant funding for Jamestown Golf Course improvements
I	Evaluate options to fully utilize the Grill at Jamestown Golf Course
★ K	Construct bathrooms at Wrenn Miller Park

Jan 2025

Jan 2026

New Goal

New Goal

New Goal

New Goal

New Goal

Resource Stewardship

Outcome 9: Implement responsible management of financial and operational resources to ensure long-term sustainability and community resilience.	
★ A	Focus on options to lower tax rate with 2026 Revaluation
★ A	Conduct ongoing review of Town Service Agreements

Jan 2025

Jan 2026

New Goal

New Goal

★ Priority Goal

◻ Limited Progress /
Unscheduled

● Pending /
Deferred

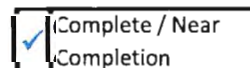
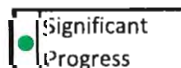
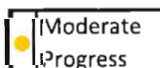
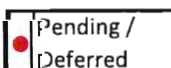
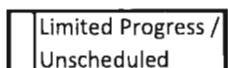
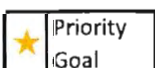
● Moderate Progress

● Significant Progress

✓ Complete / Near Completion

Ongoing Goals	
8. Ongoing Goals	
A.	Provide employee training opportunities
B.	Evaluate benefits and insurance for Town employees
C.	Maintain and update the Town's Code of Ordinances and Land Development Ordinance
D.	Maintain and Update Strategic Plan Outcomes and Goals
E.	Provide for the repair, improvement, and replacement of vehicle and facility needs
F.	Seek AARP Livable Communities/Community Challenge Grant Opportunities
G.	Hold a joint planning retreat for the Planning Board, Council, and Town staff
H.	Maintain integrity of water/sewer/stormwater infrastructure
I.	Seek opportunities for grant funding for pedestrian and parks/recreation facilities
J.	Utilize Comprehensive Parks and Recreation Plan/Golf Strategic Plan to guide park
K.	Promote excellence in customer service
L.	Seek marketing opportunities to promote Jamestown
M.	Maintain effective communications with NCDOT and HPMPO
N.	Schedule candidate information sessions for election cycles
O.	Implement Strategies to recruit employees from diverse populations
P.	Coordinate a joint staff meeting to discuss plan of service with PSFD and GCSD (w/ annual
Q.	Utilize the ADA plan to increase compliance in public facilities
R.	Fully utilize Town social media accounts
S.	Continue to develop stormwater programing utilizing available funding sources
T.	Install security measures at Town facilities (parks, maintenance facilities, and Town Hall)
U.	<i>Seek training for improved customer service. Seek specific training for working with groups with specific needs and implement safety training and security options for staff. *</i>
V.	<i>Develop and implement Citizen Academy *</i>

**Completed, moved to Ongoing*



COMPLETED

COMPLETED

July 2021

- A. Prepare a strategic plan for outcomes and goals (*Staff Excellence*)
- B. Complete and adopt a Parks and Recreation Master Plan to seek grant funding opportunities (*Infrastructure and Facilities*)

January 2022

- A. Review and upgrade current Town mission, vision, and core values (*Staff Excellence*)
- B. Schedule a candidate information session (*Staff Excellence*)
- C. Complete update of the Town of Jamestown's Comprehensive Plan (*Planning and Dev.*)
- D. Enhance Code Enforcement capabilities throughout Jamestown to help protect property values (*Planning and Dev.*)

June 2022

- A. Prepare operations continuity plan for key positions (*Staff Excellence*)
- B. Complete plans for the construction of a new recreation maintenance facility (*Infrastructure and Facilities*)
- C. Establish/redefine ordinances for the application of a commercial maintenance code (*Planning and Dev.*)
- D. Prepare operations continuity plan for key positions (*Staff Excellence*)

January 2023

- A. Update street pavement condition study (*Infrastructure and Facilities*)
- B. Prepare strategic growth plan for Jamestown and surrounding ETJ areas (*Infrastructure and Facilities*)
- C. Evaluate effectiveness of current solid waste collection and recycling services (*Infrastructure and Facilities*)
- D. Prepare plans for effective utilization of space at Town Hall and the Civic Center (*Infrastructure and Facilities*)
- E. Seek Funding through the American Rescue Plan (*Infrastructure and Facilities*)
- F. Update the Solid Waste Collection Policy

June 2023

- A. Perform pay classification study to remain competitive in the marketplace (*Staff Excellence*)
- B. Update facility use policy and forms for all Town Facilities (*Staff Excellence*)
- C. Develop Branding and marketing strategies for Jamestown (*Outreach and Involvement*)
- D. Prepare Golf Course Strategic Plan (*Infrastructure and Facilities*)
- E. Review and update the Comprehensive Pedestrian Transportation Plan (*Planning and Dev.*)
- F. Utilize the Bicycle and Pedestrian Plan to improve and build sidewalk and cycling connectivity (*Planning and Dev.*)

January 2025
A. Prepare a plan to implement government mandated stormwater regulations (Public Health and Safety)

January 2026
A. Update website to expand functionality and ease of use for customers (Staff Excellence)
B. Update purchasing policies for Town Staff (Staff Excellence)
C. Establish a process for advertising openings and selecting residents for Town boards and committees (Communication and Engagement)
D. Clarify and update the bid process (Infrastructure Resiliency)
E. Update Civic Center facility use policy (Amenities)
F. Provide heat to Civic Center bathrooms (Amenities)
G. Update purchasing policies for Town Staff (Resource Stewardship)



Town of Jamestown
301 E. Main St
PO Box 27282
Jamestown, NC 27282

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Special Events Permit Request for Christmas Parade

AGENDA ITEM #: IX-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 10 min

DEPARTMENT: Administration

CONTACT PERSON: Cliff Paddock, Jamestown Rotary

SUMMARY:

The Jamestown Rotary Club has submitted a Special Events Permit application to hold its annual Christmas Parade on December 6, 2026, at 3:00 p.m. This is a longstanding community holiday tradition with an anticipated 70-100 entries, including local high school marching bands, the Jamestown Bagpipers, and other community groups. The Rotary Club, a 501(c)(4) tax-exempt civic organization, requests that the Town:

Waive Town fees associated with the event and the associated sign permit for a Town Hall banner promoting the parade. Reimburse the Club for Guilford County Sheriff's Office traffic control deputies, estimated at approximately \$1,400 (5 deputies plus 1 supervisor, ~\$72.80/hour per deputy with a 3-hour minimum, plus a \$10 per-officer administrative fee). Provide Non-Profit Funding of approximately \$500 for four portable toilets (including one ADA-accessible unit) to supplement Civic Center restrooms. Cover approximately \$200 in postage for parade entry mailings. Provide trash removal following the event. Continue to make Civic Center restrooms available to parade participants, and have Public Services install cones and barricades per the attached route map.

A current Certificate of Liability Insurance naming the Town of Jamestown as an additional insured is on file, and the Club's tax-exempt status letter is attached.

This request is consistent with the Town's past practice of supporting the parade, which the Club has held in prior years.

Estimated total Town cost: approximately \$2,100 (\$1,400 law enforcement reimbursement, \$500 portable toilets, \$200 postage), plus staff/Public Services time for barricade placement and trash removal, and any applicable sign permit fee waiver.

Recommendation

Staff recommends Council approve the Special Events Permit for the 2026 Jamestown Rotary Club Christmas Parade, including the fee waivers and reimbursements requested, subject to standard conditions (insurance on file, coordination with NCDOT/Sheriff's Office, and Public Services support as outlined).

ATTACHMENTS: Various

RECOMMENDATION/ACTION NEEDED: Approve Special Events Permit as presented.

BUDGETARY IMPACT: ~\$2,100

SUGGESTED MOTION: Move to approve the Special Events Permit to support the Rotary Christmas Parade as presented.

FOLLOW UP ACTION NEEDED: N/A

Requirements for Special Events Permit Application
Jamestown Rotary Club Christmas Parade
December 6, 2026. Time: 3:00 pm

1. Applicant: The Jamestown Rotary Club
C/o Cliff Paddock
PO Box 174
Jamestown, NC 27282
Telephone: 336-509-8725
2. The Jamestown Rotary Club requests the Town Council waive any Town fees associated with this event, and reimburse the Club for the following fees: Law Enforcement approximately \$1400.00, see item #13, and \$500.00 for portable toilets, see item #12 below. The Jamestown Rotary Club also requests that the Town provide postage for the mailings associated with the event. Estimated cost of postage is \$200.00. Participants will be contacted via email whenever possible to reduce postage costs.
3. Event Organizer:
Cliff Paddock
412 Guilford Road
Jamestown, NC 27282
336-509-8725
4. The Jamestown Rotary Club is the applicant.
5. Tax Exemption Letter is attached.
6. The purpose of this event is to hold a celebration for the citizens of Jamestown and the surrounding community. This event has become a holiday tradition in Jamestown.
7. The only fees charged are \$15.00 per parade entry. No fees are charged to the spectators. No fees are charged to non-profits, or to recognized religious, educational, civic or fraternal organizations.
8. Please see the attached copy of the parade route with barricade locations and a copy of the Sign Permit. The primary staging areas are in the front and rear of Town Hall, Teague Drive and Perry Road.
9. The approximate number of entries is 70 to 100. The 2025 event had 100 entries. However, many entries have several people participating in them, so it is hard to identify the number of people in the parade. Some years there are horses in the parade, and occasionally a turkey or goat.

The parking plan for the parade is twofold: The entries for the Parade are assigned and numbered. Each entry is mailed and emailed their entry number which designates where their vehicle or float will be located in the parade.

For public parking, the Jamestown Rotary Club communicates with Jamestown United Methodist Church regarding parking the day of the parade. The church secretary publishes the parade information in the church newsletter, *The Grapevine*, for several weeks leading up to the parade.

The Jamestown Rotary Club communicates with First Baptist Church of Jamestown, the owner of the Guilford & Main property, and the Jamestown Elementary School. Each of these organizations are written and telephoned. A personal visit is made to the manager of the Food Lion Shopping Center to make him or her aware of the date of the parade.

10. The Rotary Club requests trash removal by the Town of Jamestown.
11. The Christmas Parade usually has 3 to 4 marching bands from local high schools that participate. They include but are not limited to: Ragsdale High School, Southwest High School, Andrews High School and Central High School. The Jamestown Bagpipers are a regular entry as well. A group of Civil War reenactors may march in the parade, but discharge of weapons using live or blank ammunition is not permitted. There are other entries that play Christmas music such as radio station vans.
12. The Town Staff has indicated that restrooms in the Civic Center will be open for the use of parade participants before and during the parade, as they have been previously. The Jamestown Rotary Club requests Town Non-Profit Funding for the estimated \$500.00 cost to provide four portable toilets to supplement the Civic Center facilities, as noted in Item #2 above. These will include 1 ADA accessible toilet.
13. The Town of Jamestown and the Jamestown Rotary Club acquire permission from NCDOT to close Main Street for the time period of the parade. The NC Highway Patrol assigns 2 troopers to stop/block traffic at Main & Teague and at Main & Forestdale. The Guilford County Sheriff's Department supplies deputies to work the parade for traffic control and to stop/block traffic at the intersections of Town-maintained streets. The Rotary Club requests that the Town of Jamestown cover the cost of the deputies. In the past, a total of 5 deputies plus 1 supervisor worked the Parade. The estimated cost is \$72.80 per hour for each deputy with a 3-hour minimum. There also is an administrative fee of \$10.00 per officer. Approximate total cost is \$1400.00. As noted in Item #2 above, the Rotary Club requests Non-Profit Funding to cover these costs.
14. In addition to the above law enforcement, the Guilford County Sheriff's Department bike patrol provides 2 or more bike patrol officers to help with crowd control and to keep the spectators out of the street. The Town of Jamestown provides cones and barricades which the Public Service Department installs at the proper locations (Map attached).

15. The Parade route begins at the Town Hall parking lot. The Jamestown Fire Department is located in this same lot. The Fire Department also houses the Guilford County EMS. If there is a first aid emergency then one of these agencies would be notified. The Fire Department fire truck is the last entry in the Parade. It is placed in this position in order to be free to pull off in case of an emergency.
16. Insurance: attached.
17. The parade does require that Main Street be closed from approximately 2:45 pm to 4:30 pm. This authorization is covered in item #13.
18. A list of parade entry participants can be supplied, but this list is not finalized until the week of the parade.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Toledo 811 Madison Ave Toledo, OH 43604-5684		CONTACT NAME: Sara Humphries / Kim Rutkowski PHONE (A/C, No, Ext): (419) 259-2710 FAX (A/C, No): (419) 255-7557 E-MAIL ADDRESS: rotary@hylant.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westchester Surplus Lines Insurance Company 10172	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		G73578917 005	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		G73578917 005	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

Town of Jamestown, NC
301 E. Main Street
Jamestown NC 27282

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson



Jamestown Rotary Club
PO Box 174
Jamestown NC 27282
June 22, 2026

Town of Jamestown
P.O. Box 848
Jamestown, NC 27282

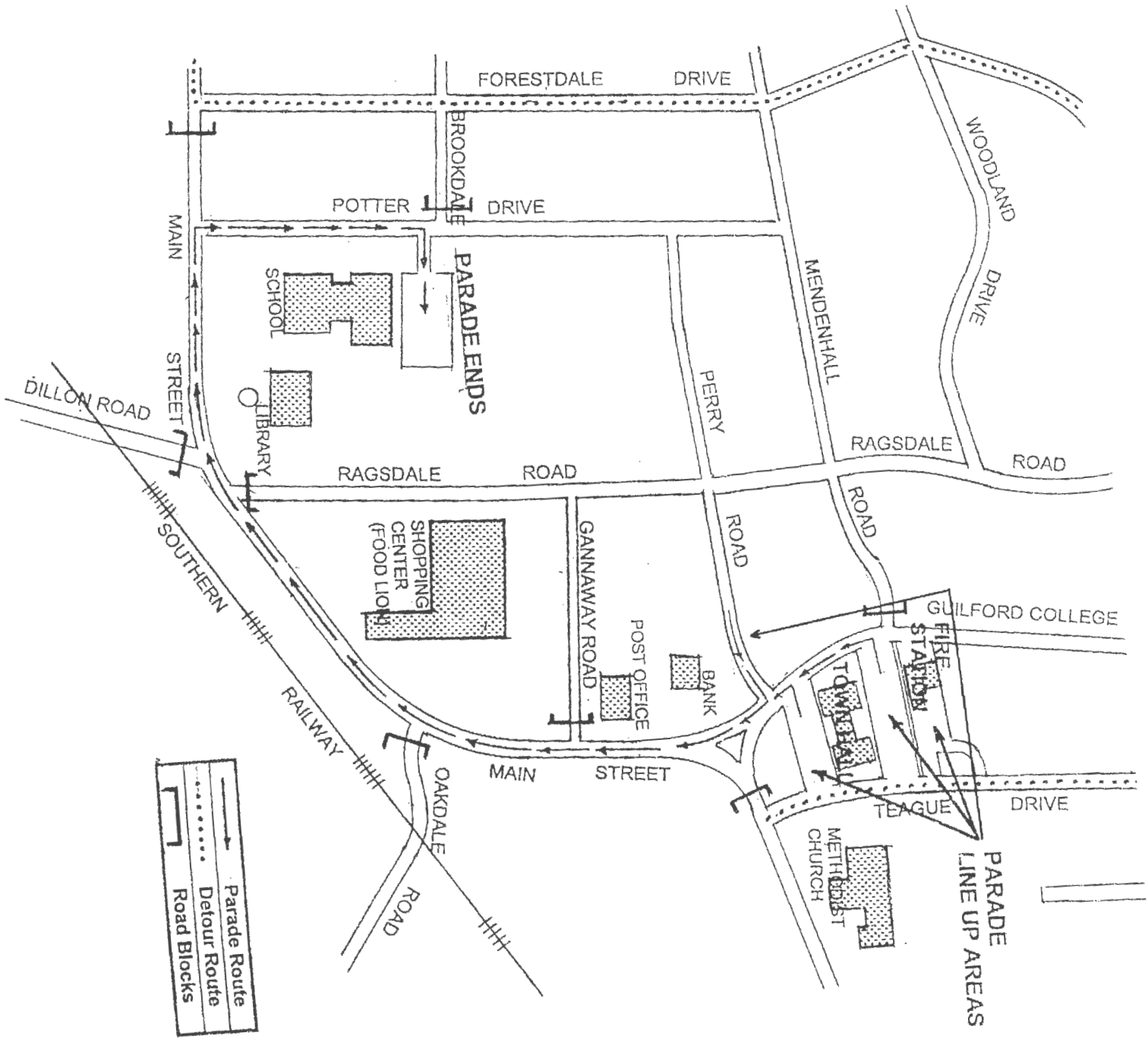
To whom it may concern,

Please be advised that Jamestown Rotary Club has a tax exempt status. They are a tax exempt civic & service organization under IRS code Section 501(c)(4).
Our tax ID # 56-6088455.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Callicutt", with a long horizontal line extending from the end of the signature.

Bob Callicutt
Treasurer





SIGN PERMIT

Applicant/Installer: Jamestown Rotary Club

Property Address: 301 E. Main St.

Phone Number: 336-509-8725

Date Erected: 11-1-26 **To be Removed:** 12-7-26

SIGN TYPE

☐ Permanent Sign

☒ Temporary Banner Sign

☐ Sandwich Board Sign

PROPOSED SIGNS

Type	Location	Size	Materials	Fee
<u>Banner</u>	<u>Town Hall</u>	<u>10'x2'</u>	<u>Vinyl</u>	

TOTAL \$ _____

SIGN LETTERING/PURPOSE: (i.e.- What will sign "say"?) – Attach Plans or Sketch of Sign & Proposed Location on Property

Jamestown Christmas Parade

Sponsored by the Jamestown Rotary Club, Jamestown Business Association, Mary Perry Ragsdale Family YMCA

Notes:

By signing this application, I acknowledge I have read and understand the conditions that will allow placement of a sign in the approved districts in Jamestown. Any change to the board or sign from the attached sketch will be cause for the Town of Jamestown to have the sign removed. Also, the persons erecting a sign shall indemnify and hold harmless the Town and its officers, agents, employees from any claim arising from the presence or placement of the sign on Town property or right(s)-of-way.

APPLICANT Cliff Paddock

DATE: 6/22/26

Cliff Paddock, Representative for Rotary Club

NOT VALID UNLESS VALIDATED AND APPROVED

RECEIPT # _____

☐ Permit Approved by _____ Date: _____

☐ Permit Denied

☐ Development Clearance Certificate Issued Fee: _____ Receipt # _____

Please note that it is the applicant's responsibility to contact and apply for any building or electrical permits from the Guilford County Building Inspection Department before sign installation. Please call (336) 454-1138 for more information.

Office Use Only:

Zoning: _____ Tax PIN #: _____

Number of times applied this year: _____

Type of Group (Religious/Civic, Business, etc.) _____

Sketch/Plans Attached: _____ Y _____ N

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
Beth Koonce
Robert Brown



Council Members
Pam Burgess, Mayor Pro Tem
Sarah Glanville
Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Golf Course Quarterly report (Q4)

AGENDA ITEM #: IX-B

☐

CONSENT AGENDA ITEM

☐

ACTION ITEM

☒

INFORMATION ONLY

MEETING DATE: 7/21/2026

ESTIMATED TIME FOR DISCUSSION: 5 min

DEPARTMENT: Recreation

CONTACT PERSON: Scott Coakley

SUMMARY:

Quarterly Summary (Q4):

This quarterly report provides a general overview of golf course operations, maintenance activities, and key developments during the reporting period. It also includes the year-end financial statements and a summary of the organization's overall financial position. Additional details and highlights will be presented during the report review.

ATTACHMENTS: N/A

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A

Mayor
Susan Dickenson

Town Manager
Matthew Johnson

Town Attorneys
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Robert Brown



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Jim Gibson
Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Discussion regarding Oakdale Sidewalk Project

AGENDA ITEM #: IX-C

☐

CONSENT AGENDA ITEM



ACTION ITEM

☐

INFORMATION ONLY

MEETING DATE: July 21, 2026

ESTIMATED TIME FOR DISCUSSION: 10 min

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

The sidewalk project along Oakdale Rd. has been delayed for quite some time. A good portion of that time was at the request of NCDOT, who desired to complete the bypass project first. Since then, staffing, engineering, and funding challenges have continued to plague the project. The most significant issue is the large increase in costs for the project over the amount of funding from the CMAQ grant, which was initially \$700,000. Some of those funds have been used for engineering. The Town is at a crossroads. If the project is scrapped, NCDOT has indicated that they would not require reimbursement for funds spent to date. If we decide to move forward, the costs will far outweigh the available grant funding. The revised cost estimates below for the Oakdale Road sidewalk are based on recent project costs. For Oakdale Road, the construction estimate would be:

Phase 1, Hillstone Drive to Moore Street:	\$300,000 (FUNDED using Town Funds - Fund Balance)
Phase 2, Moore Street to Chimney Court:	\$500,000
Phase 3, Chimney Court to Jamestown Oaks:	\$800,000
Total Phases 1 to 3:	\$1,600,000
Construction Administration Estimate (15%):	\$240,000
Overall Project Cost Estimate:	\$1,840,000
CMAQ Funding available for Phases 2-3:	\$700,000
Funds Needed:	\$1,140,000

In discussions with Council members, Council member Westmoreland indicated that he would be willing to have this discussion with the HPMPO and NCDOT to see if additional funding would be available. We wanted to bring this to the attention of the Council and the public.

ATTACHMENTS: N/A

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A

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Jim Westmoreland

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Amendment to Personnel Policy-Vacation Leave

AGENDA ITEM #: IX - D

☐

CONSENT AGENDA ITEM

☒

ACTION ITEM

☐

INFORMATION ONLY

MEETING DATE: 07/21/26

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Finance - HR

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

To consider an amendment to the Personnel Policy to accept prior service with a previous employer who participates in the state retirement system, when calculating Vacation Leave accruals.

ATTACHMENTS: Amendment to Personnel Policy

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council approve the amendment to the Personnel Policy as presented.

BUDGETARY IMPACT:

SUGGESTED MOTION: Council Member makes a motion to approve/deny the amendment to the Personnel Policy as presented.
Council Member makes a second to the motion. Then vote.

FOLLOW UP ACTION NEEDED:

PERSONNEL POLICY

Article I. Personnel Policy Purpose

Section I. Guiding Principle/Purpose

The purpose of these policies is to establish a personnel system, which will recruit, select, employ, develop, and maintain an effective and responsible workforce. The appointment of the Town Manager is subject to the authority of the Town Council and shall be made based on merit, fitness, and demonstrated ability. The selection and appointment of all other Town employees is the responsibility of the Town Manager. These policies are established under the authority of Chapter 160A-Article 7 of the General Statutes of North Carolina.

These policies also cover work conditions and expectations of employment, employee benefits, work rules, employee relations, position classification and compensation/pay plan administration.

Section 2. Coverage

The provisions of this policy shall be applicable to all employees except as provided below:

- (a) The Town Council shall be exempted from the provisions of these policies.
- (b) Part-time officials appointed by the Town Council, and employees of advisory or special commissions who work an irregular schedule, shall be exempt from all provisions of these policies except Article III

Section 3. Authority to Establish Personnel Policy

As provided in the North Carolina General Statutes 160A-147, the Town Council (hereafter referred to as "the Council") is authorized to appoint a Town Manager and otherwise exercise any other powers including the authority to establish a personnel policy.

Section 4. Role and Responsibilities of the Town Council

The Town Council shall establish personnel policies and rules, including the classification and pay plan, and shall make and confirm appointments when required by law, as follows:

- Establish and update personnel policy;
- Approve the organizational structure of the job classification and pay systems;
- Determine the paid leave and all other employee benefits;
- Appoint a Town Manager to administer and establish all other necessary personnel procedures and regulations; and
- Appoint a Town Attorney to represent and advise the agency regarding legal matters

Section 5. Role and Responsibilities of the Town Manager

The Town Manager shall be responsible to the Town Council for the administration of the personnel program. The Town Manager shall appoint, suspend, and remove all Town employees, except the Town Attorney who shall be appointed and removed at the discretion of the Town Council. The Town Manager shall make appointments, dismissals, and suspensions in accordance with this personnel administration policy.

The Town Manager shall:

- Recommend rules and revisions to the personnel policy to the Town Council for consideration;
- Recommend revisions to the position classification plan to the Town Council for approval;
- Prepare and recommend revisions to the pay plan to the Town Council for approval;
- Determine which employees shall be subject to overtime provisions;
- Establish and maintain a roster of all persons in the Town service, setting forth each employee class, title of position, salary, any changes in class title and status, and such data as may be deemed desirable or useful;
- Develop and administer such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the Town;
- Develop and coordinate training and educational programs for Town employees;
- Investigate periodically the operation and effect of the personnel provisions of this policy and report findings and recommendations, as needed, to the Town Council;
- Perform such other duties as may be assigned by the Town Council not inconsistent with this policy;
- Assure the Town follows all State and Federal regulations regarding employment, compensation and benefits.

Section 6. At Will Employment Principle

The establishment of personnel policies, handbooks, procedures, employment letters, and other related employment documents does not constitute a contractual relationship with employees. The Town has the right to change or suspend any provisions of this policy including benefits, with or without notice to employees, based on budgetary and/or other reasons at the discretion of the Council. The provision of any benefits herein is not guaranteed, nor is there any vesting in any benefits, as such benefits are subject to the approval of the Council and budgetary constraints. No employee or individual has the authority to grant any employee any contractual rights of employment. All employees of the Town are considered "atwill" employees, which means that employees are free to leave the Town's service at any time and without notice since the Town does not state a definite term of employment (end date) and there is no contract. This also means the Town may terminate the employee at any time, for any reason, or no reason. Employees who have successfully completed their probationary period are subject to a progressive disciplinary process relating to correcting job performance. However, an employee may be dismissed without notice or right of appeal for failure of personal conduct including actions that may undermine the public's confidence in the operations and/or mission of the Town.

Article II. Equal Opportunity Commitment

It is the policy of the town to foster, maintain, and promote equal employment opportunity (EEO).

The Town embraces the following merit system principles in administering its personnel program:

- Provide applicants and employees with fair treatment in all aspects of personnel administration without regard for sex, race, national origin, ethnicity, color, religion, creed, age, marital status, genetic information, veterans' status, disability, political affiliation, sexual orientation, transgender status, or for any other reason prohibited by law. Individuals will likewise be treated with proper regard for their privacy and constitutional rights as citizens.
- Employees will be recruited, selected, trained, and advanced based on their experience, qualifications, ability, knowledge, skill, and performance.
- Employees will be guided in ways to correct inadequate performance and separated when inadequate performance cannot be corrected.
- Employees will be protected against coercion for partisan political purposes.
- Employees will receive equitable and adequate pay and benefits, and eligible employees will receive pay increases based upon merit and/or individual job performance, subject to the availability of funds.

In addition to federal law requirements, the Town complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Town does work or business. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, transfer, termination, layoff, and recall, leaves of absence, compensation and training.

An Applicant with a disability shall be given equal consideration with other applicants for positions. The Town will provide reasonable accommodation to qualified individuals who are applicants for employment, except when such accommodation would cause an undue hardship.

Improper interference with the ability of the Town's employees to perform their job duties may result in discipline up to and including discharge.

The Town Manager may establish, administer, and enforce procedures to support equal opportunity in all personnel functions and activities of the Town.

Article III. Conditions of Employment

Section 1. Harassment Prohibited

The Town prohibits harassment in any form that is based on race, religion, color, sex, national origin, sexual orientation, transgender status, age, veteran status, or disability. Harassment is

defined as conduct that culminates in tangible employment action or is sufficiently severe or pervasive as to create a hostile work environment.

A particular form of harassment, sexual harassment, is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment includes repeated offensive sexual remarks, continual or repeated comments about an individual's body, offensive sexual language, and the display in the workplace of sexually suggestive pictures or objects.

Any employee who believes that he or she may have a complaint of harassment is encouraged to report it immediately. The employee may follow the Grievance Procedure described in this Policy or may file the complaint directly with the Town Council or department head. The Council will ensure that an investigation is conducted into any allegation of harassment and advise the employee and appropriate management officials of the outcome of the investigation.

Employees who are found to be engaged in harassment are subject to disciplinary action up to and including dismissal. Employees making complaints of harassment are protected against retaliation from alleged harassers or other employees. Employees witnessing harassment shall report such conduct to an appropriate Town management official.

All claims of harassment will be thoroughly investigated. Employees are expected to report claims of harassment in good faith and the information provided to be truthful to the best of their knowledge.

Section 2. Alcohol and Drug Free Workplace

It is the policy of the Town to ensure their workplace remains drug-free in compliance with the Drug-free Workplace Act of 1988 (PL 100-690, Title V, Subtitle D). The Town Manager is authorized to establish procedures related to employee substance abuse to ensure the safety and well-being of citizens and employees, and to comply with applicable state, federal, or other laws and regulations.

Section 3. Tobacco Free Workplace

It is Town policy to ensure the health, safety and welfare of their employees as a public interest to improve indoor air quality, reduce fire hazards, and minimize any health risks associated with involuntary exposure to environmental tobacco smoke. The Town Manager is authorized to establish procedures related to the safety and welfare of municipal employees.

It will be unlawful for any person to smoke, vape, or use any smokeless tobacco products in any building or facility or portion of a building or facility now or hereafter owned, leased, operated, occupied, managed or controlled by the Town. It will be unlawful for any person to smoke, vape, or use any smokeless tobacco products in any Town vehicles now or hereafter owned, leased, operated, occupied, managed or controlled by the Town.

Section 4. Workplace Violence

The Town of Jamestown is a non-violent workplace. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on Town property will not be tolerated. Workplace violence includes, but is not limited to, intimidation, threats, physical attacks, domestic violence or property damage committed by anyone against the Town or Town employees in the workplace.

All employees are responsible to help ensure that the Town avoids incidents of workplace violence. Employees shall not engage in or encourage another employee to engage in either physical or verbal confrontation with a potentially violent individual. Employees who overhear or become aware of any threatening communications from an employee or outside third party shall immediately report the information to the department director or Town Manager. Failure to report such conduct or to fully cooperate in the Town's investigation of such conduct may result in disciplinary action, up to and including dismissal.

If an employee feels that he/she has been threatened, the employee should report the occurrence immediately to the supervisor or department director who will in turn report the incident to the Town Manager.

The Town will investigate all threats or incidences of violence related to the workplace and/or involving employees during work hours. When a threat has been reported or management determines that a potential for violence exists, management may require an employee to undergo an assessment to determine the risk of danger.

Any employee charged with such behavior will be subject to discipline, up to and including dismissal and may be subject to criminal charges.

Section 5. Political Activity

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, and may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the United States and the State of North Carolina. However, no employee shall:

- Engage in any political or partisan activity while on duty;

- Use official authority or influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
- Be required as a duty of employment or as condition for employment, promotion or tenure of office to contribute funds for political or partisan purposes;
- Coerce or compel contributions from another employee of the Town for political or partisan purposes;
- Use any supplies or equipment of the Town for political or partisan purposes;
- Display any political advertisement in or on Town property; or
- Be a candidate for Town Council or Mayor or serve as a Town Council Member or Mayor.

Any violation of this section shall subject the employee to disciplinary action, including dismissal.

Section 6. Limitation on Employment of Relatives (Nepotism)

The Town prohibits the hiring and employment of immediate family in full or part-time positions within the same work unit if such employment would result in one family member supervising another or if one member will occupy a position of influence over another member's employment or any condition of employment. Examples of potential influence include but are not limited to hiring, promotions, salary administration and disciplinary action.

For the purposes of this Article, immediate family shall be defined as spouse, child, parent, guardian, sibling, grandparent, grandchild, aunt, uncle, niece and nephew, to include in-law, step and half relationships. The definition for this Article also includes individuals living in the same household who share a relationship comparable to immediate family members. No member of any employee's immediate family shall be hired without prior approval of the Town Manager.

The Town also prohibits the employment of any person into a position who is an immediate family member of individuals holding the following positions: Mayor, Town Council Member, Town Manager, Finance Officer, Human Resources Officer, Town Clerk or Town Attorney.

Other circumstances may also prohibit the hiring of family members. Otherwise, the Town will consider employing family members or related persons in the service of the Town, provided that such employment does not:

- a) result in a relative supervising a relative;
- b) result in a relative auditing the work of a relative;
- c) create a conflict of interest with either relative and the Town; or
- d) create the potential or perception of favoritism.

Romantic relationships between an employee and a direct or indirect supervisor or subordinate of that employee are prohibited. If such a relationship develops, the employee(s) shall notify the department director or Town Manager and will be given thirty days to find approved, alternative employment within the Town. If no alternative employment with the Town can be found, one employee will be required to separate service. The employees would need to decide who is leaving.

Section 7. Secondary - Outside Employment

The work of the Town takes priority over other employment interests of employees. Any employee considering secondary, outside employment for salaries, wages, or commission and all self-employment must submit a request for *Approval of Secondary Employment* to your supervisor, for approval of the Town Manager the before such work is to begin. The Town Manager will determine whether the outside work would create a conflict of interest or otherwise be incompatible with service to the town. The assumption of outside employment without prior approval by the Town Manager may be deemed improper conduct and subject the employee to disciplinary action, up to and including dismissal.

Section 8. Dual Employment

The Town prohibits any employee from holding more than one position with the Town if the combined positions will result in the employee working more than 40 hours per week in any week of the year unless approved by the Town Manager. The Town will consult and follow FLSA regulations in all dual employment cases to ensure that the regulations are followed.

Section 9. Employee Ethics

Town employees are expected to discharge their duties conscientiously and to conduct themselves in a manner which will reflect favorably upon the Town and its services. The Town Manager will establish procedures and regulations to ensure that potential and actual conflicts of interests are identified and resolved, and that violations of standards of ethical conduct and conflicts of interest are investigated and properly addressed.

Article IV. Employee Relations

The Town Manager may transfer, demote, suspend, or dismiss any officer, agent, or Town employee. Supervisors must consult with the Town Manager for guidance prior to taking any action. Appeals of personnel actions (unpaid suspension, demotion, dismissal) will be reviewed in accordance with applicable personnel procedures. The final decision on any employee appeal is vested in the Town Manager.

The Town Manager is authorized to establish, implement and enforce fair and consistent employee relations procedures to address employee work performance and personal conduct.

Article V. Grievances

The Town desires to resolve employee complaints and grievances in a fair and equitable manner. Employees whose grievances result from work situations deserve and have the right to submit grievances for orderly resolution with complete freedom from discrimination, coercion, recrimination, restraint, or reprisal. The resolution of grievances promotes more effective employer-employee relationships and is in the best mutual interests of all affected parties. The Town Manager is authorized to establish procedures to resolve employee complaints and grievances.

Article VI. Employee Benefit Plans

The Town Council will determine the paid leave and all other benefits to be made available to employees. The Town Manager will establish and administer all benefit programs and related human resources procedures and regulations. It is the intent of the Town to provide a comprehensive yet affordable mix of benefits and leave plans for their employees. Among the basic plans include the following:

Section 1. Vacation Leave

Vacation leave is designed to provide employees with personal time away from their job to enjoy personal or family pursuits and rest and relaxation or other activities. The Council approves the following schedule of vacation leave for all full-time employees until subsequently amended:

<u>Years of Total Town</u>	<u>Days Earned Monthly</u>	<u>Vacation Days Earned Each Year</u>
0 to 4 years	1.00	12
5 but less than 10 years	1.25	15
10 but less than 15 years	1.50	18
15 but less than 20 years	1.75	21
20 years or more	2.00	24

Town employees are allowed to carry over up to 240 hours of vacation time at the end of each calendar year. Vacation leave which would be forfeited due to this provision will be converted to sick leave and added to an employee's sick leave account balance.

Vacation leave may be used by employees who wish to observe religious holidays other than those granted by the Town. Employees who wish to use leave for religious observances must request leave from their respective department directors. The department director will attempt to arrange the work schedule so that an employee may be granted vacation leave for the

religious observance. Vacation leave for religious observance may be denied only when granting the leave would create an undue hardship for the Town.

The Town will accept the transfer of service from employers who are participants of the Local or State Employees' Retirement System (LGERS, TSERS, CJRS, LRS). The service will be treated as though it was earned from the Town of Jamestown for Vacation Leave only. The service can be verified by the former employer or by accessing the Online Retirement Benefits (ORBIT).

Section 2. Sick Leave

Sick leave is granted to employees and designed to provide a means for employees to continue to earn a salary for absences in which they are too ill to work or due to extended illnesses. The Council approves the following schedule of sick leave for all full-time employees until subsequently amended. Sick leave accumulates at the rate of 8 hours per month (12 days per year). Unused sick leave may be carried forward each year with no maximum accumulation.

The Town will accept the transfer of sick leave for employees coming directly from other employers who are participants of the Local or State Employees' Retirement System. The sick leave will be treated as though it was earned from the Town of Jamestown. The sick leave amount must be certified by the previous employer.

Section 3. Holidays

The Council approves the following schedule of holidays for all full-time employees until subsequently amended.

All full-time employees will receive full pay for the following holidays:

- New Year's Day
- Martin L. King Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and the day after
- Christmas (three days)

Section 4. Other Leave

Leave with pay may be authorized by the Town Manager for purposes considered to be in the public interest, civil activities such as jury duty, in severe weather conditions, in cases of civil disturbances, or in such other circumstances as good judgment and common practice would dictate. The Town Manager may set additional procedures for the use and reporting of administrative leave. The Town Manager will develop procedures to manage other leave such as

Military Leave, Personal Leave, Leave Without Pay, Bereavement Leave, Family and/or Medical Leave, Voluntary Shared Leave, Community Service Leave, and School Support Leave.

Section 5. Longevity Pay

Longevity pay will be paid annually to full-time employees. Longevity pay amounts are determined as follows:

<u>Years of Service</u>	<u>Amount</u>
Less than 1 year	\$50.00
1 year but less than 3 years	1.0% of annual base pay
3 years but less than 5 years	
1.5% 5 years but less than 10 years	
2.0% 10 years but	
less than 15 years	
2.5%	
15 years but less than 20 years	3.00%
20 years or more	4.00%

The Finance Director shall be responsible for determining and certifying the length of qualifying service of each employee and for initiating the necessary steps for payment. Longevity pay is paid in a lump sum and is subject to the availability of funds appropriated annually in the approved budget.

Section 6. Insurance Programs

The Town will make group life, accident, medical, and dental insurance available, when possible, for employee participation. Employees will be enrolled in the programs upon their request and in accordance with the provisions of the insurance contracts. The Town will participate in the cost of the programs based on available funding and at the discretion of the Council. It is the responsibility of the Town Manager or his/her designee to select and administer these plans.

Section 7. Retirement Plans

The Town supports employee retirement preparation by providing three government-approved and regulated plans for qualifying employees: North Carolina Local Government Employees' Retirement System (LGERS) Plan, North Carolina public employee 401(k) Plan, and a 457(b)-plan administered by Empower (formerly Prudential). The Town is a participating member in LGERS. As a condition of employment, all full-time employees and part-time employees who are assigned to work at least 1,000 hours per year are required to be enrolled in LGERS. Upon employment, eligible employees are required to contribute six percent to LGERS. Such percentage is determined by LGERS. Also, upon employment, the Town will contribute a percentage of the employee's salary to the North Carolina Local Government Retirement Plan effective on the date these policies were adopted. The Town contributes a percentage of the employee's salary to the 401(k) plan; the contribution rate is approved annually. Additional

details regarding participation, contributions, vesting, administration, and investments are provided in the Summary Plan Description for each benefit.

Section 8. Mandatory Benefits

To ensure commitment to equal employment opportunities for all persons, the Town will ensure compliance with all state and federal mandatory laws regarding the employment of individuals and the administration of benefits connected to these laws. Included among them are workers' compensation coverage, Social Security coverage, Family Medical Leave Act (FMLA), Equal Pay Act (EPA), Americans with Disabilities Act (ADA), Rehabilitation Act of 1973, Fair Labor Standards Act (FLSA), Age Discrimination in Employment Act (ADEA), Lilly Ledbetter Act (LLA), and other pertinent employment laws.

The Town Manager may establish, administer, and enforce procedures to ensure compliance with all mandatory benefits.

Article VII. Classification and Compensation Plans

It is the policy of the Council to maintain a comprehensive classification plan, and a competitive compensation and benefit plan which supports the recruitment, retention, and reward of an efficient and qualified work force. In addition, the Town will administer such programs in a fair and equitable manner.

Section 1. Administration and Maintenance of Plans

The Council will approve a position classification plan and a pay plan for the town, establishing the approved classifications of work and pay ranges assigned. The classification and pay plans adopted will include all full-time and part-time classes of positions. The Town Manager will allocate each position covered by the classification plan to its appropriate class and pay grade. The position classification and pay plan is adopted or amended by the Council annually with the approved annual budget effective July 1 or subsequently amended.

- Each regular position with the town shall be classified into a standard class within the town's official position classification plan and assigned an appropriate pay grade. Positions will be grouped into classes in such a way that the positions included in each class are sufficiently similar in duties and responsibilities to warrant similar treatment in personnel and pay administration.
- Both the position classification plan and pay plan is adopted by the Town Council and can be amended only by action of the Town Council.
- Official class titles are to be used in all personnel, payroll, accounting, budget, appropriation, and financial records and transactions. Working or organizational titles may be used at the discretion of individual departments in all matters other than those involving official records as long as they do not interfere with class titles.
- The Town Manager or designee shall be responsible for the administration and maintenance of the position classification and pay plans so that each plan accurately reflects the duties

performed by employees in the classes to which their positions are allocated. New positions shall be established only with the approval of the Town Council after which the town manger shall either (1) allocate the new position to the appropriate class and pay range within the existing plans, or (2) recommend that the Town Council amend the position classification plan to establish a new class to which the new position may be allocated.

- If the Town Manager finds that a substantial change has occurred in the nature or level of duties and responsibilities of an existing position, the Town Manager shall recommend to the Town Council (1) that the existing class specification be revised, (2) reallocate the position to the appropriate class and pay range within the existing plans, and (3) recommend the Town Council amend the position classification plan to establish a new class to which the position may be allocated. The Town Manager shall be responsible for determining the grade level to which all new classes are assigned, before approval by the Town Council.
- It is the responsibility of the Town Manager to ensure the pay of town employees is administered in a fair and systematic manner in accordance with work performed. The town shall have a pay structure that is externally competitive, that maintains proper internal relationships among all positions based in the relative level of duties and responsibility, and that recognizes performance levels as the basis for pay increases within the established pay ranges. The program shall provide the effective control of pay on a uniform basis, shall permit decentralization of pay decisions while maintaining appropriate control, and shall ensure each employee receives periodic performance appraisals and pay reviews.
- The Town Manager, or designee, shall, from time to time, make comparative studies of all factors affecting the level of salary of salary ranges and shall recommend to the Town Council, such changes in salary ranges as appear to be warranted.
- The annual budget adopted by the Council and any amendments thereto, together with the authorized appropriation, will constitute the approval of amendments to the pay plan by the Council.

Section 2. Salary Schedule Ranges

The Salary Schedule ranges are intended to permit the recognition of individual performance. The following general provisions shall govern the granting of within range, merit pay increases:

- The Town Manager may set the pay for employees within the established range for each classification based on experience, training, and qualifications. The Town Manager may develop procedures for granting salary increases for in-service employees in recognition of merit and/or individual job performance.
- The Town Manager, as budget conditions allow each year, may recommend funds be included in the budget for providing salary increase increments for merit and/or individual job performance.
- Any cost-of-living increases granted by the Town Council shall be applied to all the pay rates in the pay scale.

Article VIII. Implementation of Policy

Section 1. Conflicting Policies Repealed

All policies, ordinances, or resolutions that conflict with the provisions of this policy are hereby repealed.

Section 2. Violations of Policy Provisions

An employee violating any of the provisions of this policy shall be subject to suspension and/or dismissal, in addition to any civil or criminal penalty, which may be imposed for the violation of the same.

Section 3. Effective Date

This policy shall become effective as of July 1, 2026, by action of the Town Council of the Town of Jamestown.

