



*Settled 1752*  
**JAMESTOWN**  
NORTH CAROLINA

**Regular Meeting of the Town Council**  
**February 21, 2023**  
**6:00 pm in the Civic Center**  
**Agenda**

- I. **Call to Order-**
  - A. Roll Call
  - B. Pledge of Allegiance
  - C. Moment of Silence
  - D. Approval of Agenda
- II. **Consent Agenda-**
  - A. Approval of minutes from the January 17, 2023 Regular Town Council Meeting
  - B. Proclamation declaring March 5<sup>th</sup>-11<sup>th</sup> as Women in Construction Week
  - C. Reappointment of Doug Sampson to the Parks & Recreation Committee
  - D. Analysis of the Financial Position of the Town of Jamestown
  - E. Analysis of the Financial Position of the Jamestown Park & Golf Course
  - F. Budget Amendment #11
  - G. Budget Amendment#12 (East Main Street/Lydia Capital Project)
- III. **Public Comment**
- IV. Presentation of Resolution to Sharen Apple, Accounting Manager/HR, for her retirement- Council Member Wolfe
- V. Presentation of Resolution honoring Mary Browning- Mayor Montgomery
- VI. Presentation regarding 2023-2024 Biennium Legislative Goals- Erin Wynia, North Carolina League of Municipalities (NCLM) Director of Government Affairs
- VII. Presentation of Annual Sheriff Department Report- Captain Sansour, Guilford County Sheriff's Department
- VIII. Presentation Annual Fire Department Report- Derek Carson, Fire Chief of Pinecroft Sedgefield Fire Department
- IX. **Old Business-**
  - A. Consideration of approval of lease agreement with Pinecroft Sedgefield Fire Department (PSFD) for property located at 6007 West Gate City Blvd. (parcel #156246)- Matthew Johnson, Town Manager
  - B. Consideration of approval of amended audit contract with Forvis LLP (formerly Dixon-Hughes Goodman LLP)- Judy Gallman, Finance Director
- X. **New Business-**
  - A. Consideration of award of construction contract to the lowest, responsive, responsible bidder to DreamBuilt Construction, Inc. for Town Hall renovations- Matthew Johnson, Town Manager
  - B. Request to set Special Town Council meeting dates for the March 23<sup>rd</sup> and April 14<sup>th</sup> Budget Retreats- Matthew Johnson, Town Manager
  - C. Consideration of approval of contract with Republic Services for the acceptance of recyclable materials from the Town of Jamestown- Paul Blanchard, Director of Public Services
- XI. **Manager/Committee Reports-**

- A. Manager Report
  - B. Council Member Committee Reports
- XII. **Public Comment**
- XIII. **Other Business**
- XIV. **Adjournment**

**Working Agenda for the February 21<sup>st</sup> Regular Town Council Meeting**

Tentative Time Line	Agenda Item	Responsible Party	Action required by the Town Council
6:00 pm	<b>I. Call to Order</b>	Mayor Montgomery	Mayor Montgomery to call the meeting to order.
6:00 pm	A. Roll Call	K. Weiner	Weiner to take roll call.
6:00 pm	B. Pledge of Allegiance	Mayor Montgomery	Mayor Montgomery to lead everyone in the Pledge of Allegiance.
6:00 pm	C. Moment of Silence	Mayor Montgomery	Mayor Montgomery to call for a moment of silence
6:00 pm	D. Approval of Agenda	Mayor Montgomery	Mayor Montgomery to ask Council if there are any items that need to be added or deleted. Council Member makes a motion to approve the agenda. Council Member makes a second to the motion. Then vote.
6:05 pm	<b>II. Consent Agenda</b>		
6:05 pm	A. Approval of minutes from the January 17 <sup>th</sup> Regular Town Council Meeting B. Proclamation declaring March 5 <sup>th</sup> -11 <sup>th</sup> as Women in Construction Week C. Reappointment of Doug Sampson to the Parks and Recreation Committee D. Analysis of the Financial Position of the Town of Jamestown E. Analysis of the Financial Position of the Jamestown Park & Golf Course F. Budget Amendment #11 G. Budget Amendment #12		Council Member makes a motion to approve the consent agenda. Council Member makes a second to the motion. Then vote.
6:05 pm	<b>III. Public Comment</b>		Please state your name and address and adhere to the 3 minute time limit
6:20 pm	<b>IV.</b> Presentation of Resolution to Sharen Apple, Accounting Manager/HR, for her retirement	Council Member Wolfe	Council Member Wolfe to present a Resolution to Sharen Apple, Accounting Manager/HR, for her retirement
6:25 pm	<b>V.</b> Presentation of Resolution honoring Mary Browning	Mayor Montgomery	Mayor Montgomery to present the Resolution honoring Mary Browning to David Browning.
6:30 pm	<b>VI.</b> Presentation regarding 2023-2024 Biennium Legislative Goals	Call on Johnson	Johnson to introduce Erin Wynia, NCLM Director of Government Affairs. Wynia to present information on 2023-2024 biennium legislative goals.
6:45 pm	<b>VII.</b> Presentation of Annual Sheriff Department Report	Call on Capt. Sansour	Captain Sansour to present the annual Sheriff Department report to Council on behalf of the Guilford County Sheriff's Department.
7:00 pm	<b>VIII.</b> Presentation of Annual Fire Department Report	Call on Derek Carson	Fire Chief Carson to present the annual Fire Department report to Council on behalf of Pinecroft Sedgefield Fire Department.
7:15 pm	<b>IX. Old Business</b>		
7:15 pm	A. Consideration of approval of lease agreement with Pinecroft-Sedgefield Fire Department (PSFD) for property located at 6007 West Gate City Blvd. (parcel #156246)	Call on M. Johnson	Johnson to request that Council continue their consideration of the lease agreement to the April 18 <sup>th</sup> Town Council meeting at 6:00 pm in the Civic Center. Council Member makes a motion to continue the consideration of the lease agreement with Pinecroft Sedgefield Fire Department for the property located at 6007 West Gate City Blvd. (parcel #156246) to the April 18 <sup>th</sup> Town Council meeting at 6:00 pm in the Civic Center. Council Member makes a second to the motion. Then vote.
7:20 pm	B. Consideration of approval of amended audit contract with Forvis LLP	Call on J. Gallman	Gallman to present information on the amended audit contract with Forvis LLP (formerly Dixon-Hughes Goodman LLP). Gallman to request that Council approve the amended audit contract. Council Member makes a motion to approve/deny the amended audit contract with Forvis LLP. Council Member makes a second to the motion. Then vote.
7:25 pm	<b>X. New Business</b>		
7:25 pm	A. Consideration of award of construction contract to the lowest, responsive, responsible bidder to DreamBuilt Construction, Inc. for Town Hall renovations	Call on M. Johnson	Johnson to recommend that Council award the contract for the construction of Town Hall renovations to DreamBuilt Construction, Inc, in the amount of \$381,468.00. Council Member makes a motion to award the contract for the construction of Town Hall renovations to the lowest, responsive, responsible bidder to DreamBuilt Construction, Inc. in the amount of \$381,468.00 and authorize the Town Manager and Finance Director to execute all documents. Council Member makes a second to the motion. Then vote.
7:35 pm	B. Request to set Special Town Council meeting dates for the March 23 <sup>rd</sup> and April 14 <sup>th</sup> Budget Retreats	Call on M. Johnson	Johnson to request that Council set Special Town Council meeting dates for the March 23 <sup>rd</sup> and April 14 <sup>th</sup> Budget Retreats at 9:00 am in the Civic Center. Council Member makes a motion to set Special Town Council meeting dates for the March 23 <sup>rd</sup> and April 14 <sup>th</sup> Budget Retreat at 9:00 am in the Civic Center. Council Member makes a second to the motion. Then vote.
7:40 pm	C. Consideration of approval of contract with Republic Services for the	Call on P. Blanchard	Blanchard to request that Council approve the contract with Republic Services and authorize the Town Manager and Finance Director to execute all documents. Council Member makes a motion to approve/deny the contract with Republic Services and authorize the Town Manager and Finance Director to execute all documents. Council Member makes a second to the motion. Then vote.

	acceptance of recyclable materials from the Town of Jamestown		
7:45 pm	<b>XI. Manager/Committee Reports</b>		
7:45 pm	<b>A. Manager Report</b>	Call on M. Johnson	Johnson to present his monthly Manager's Report to Town Council.
7:50 pm	<b>B. Council Member Committee Reports</b>	Mayor Montgomery	Mayor Montgomery to request that Council Members give reports for any Committees that they serve on.
7:55 pm	<b>XII. Public Comment</b>		Please state your name and address and adhere to the 3 minute time limit
8:10 pm	<b>XIII. Other Business</b>		
8:15 pm	<b>XIV. Adjournment</b>		Council Member makes a motion to adjourn. Council Member makes a second to the motion. Then vote.

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

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**ITEM ABSTRACT:** Approval of minutes from the January 17th Regular TC minutes

**AGENDA ITEM #:** II-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

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**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 0 Minutes

**DEPARTMENT:** Administration

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

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**SUMMARY:**

Minutes from the January 17th Regular Town Council meeting

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**ATTACHMENTS:** Minutes from the January 17th 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.

**FOLLOW UP ACTION NEEDED:** N/A

**Regular Meeting of the Town Council  
January 17, 2023  
6:00 pm in the Civic Center  
Minutes & General Account**

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**Council Members Present:** Mayor Montgomery, Council Members Wolfe, Rayborn, Capes, & Straughn

**Staff Members Present:** Matthew Johnson, Katie M. Weiner, Paul Blanchard, Ty Cheek, Judy Gallman, Faith Wilson, Tom Terrell (Land Use Attorney), and Beth Koonce (Town Attorney)

**Visitors Present:** Tricia Payne, Lee Johnson, Kathy Ferretti, Lew Ferretti, Kathy Krufft, Faith Marshall, Nicki Stewart, Jeffrey Craig, Lynn DePasquale, Gary Haynes, Donna Williams, Bob Williams, Gary Forbis, Michelle Forbis, Tom Tervo, Deputy Stewart, Brad Yodar, Rayan Moats, Robert Dischinger, Sara St. Clair, Enise Murphy, Mack Andrews, Marc Isaacson, Carl Burgess, Pam Burgess, Bobbie Huggins, Jessica O'Dawe, Gary Heeter, Eric Bond, Lisa Keck, Patricia Gray, Richard Kirkman, Kevin Keslar, Krisdena Reeser, Lee Richmond, Sherrie Richmond, Shanna Moore, Ben Hadley, Danielle King, Katie Heineman, Beth Hammer, Brent Ayers, Susan Dickenson, Tim Dickenson, Robert Frederick, Teresa Caine, Jim Tobin, Julliann Tobin, Susan Myers, Katie Gumerson, Ed Stafford, Janina Austin, & Carol Brooks

**Call to Order-** Mayor Montgomery called the meeting to order.

- Roll Call- Weiner took roll call as follows:
  - Council Member Wolfe- Present
  - Council Member Capes- Present
  - Mayor Montgomery- Present
  - Council Member Straughn- Present
  - Council Member Rayborn- Present

Weiner stated that a quorum was present.

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

Council Member Rayborn requested that the "Presentation of Resolution to Sharen Apple, Accounting Manager/HR, for her retirement" be removed from the agenda. She also requested that the item "Approval of Pay Classification for Grants Manager/Financial Analyst" be added to the Consent Agenda.

Council Member Rayborn made a motion to approve the agenda as amended. Council Member Wolfe made a second to the motion. The motion passed by unanimous vote.

**Consent Agenda-** The consent agenda included the following items:

- Approval of minutes from the December 20<sup>th</sup> Regular Town Council Meeting
- Analysis of Financial Position of the Town of Jamestown
- Analysis of the Financial Position of the Jamestown Park & Golf Course
- Notification of Advances

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- Budget Amendment #9
- Approval of amendment to contract with Jamestown Historic Society for historical services
- Approval of amendment to contract with Jamestown Public Library for library services
- Budget Amendment #10
- Approval of Pay Classification for Grants Manager/Financial Analyst

Council Member Capes made a motion to approve the consent agenda. Council Member Straughn made a second to the motion. The motion passed by unanimous vote.

(Budget Amendment #9 & Budget Amendment #10)

**Public Comment-**

- Robert Frederick, 500 Wyndwood Drive- Frederick suggested that all votes regarding the public hearings on the agenda should take place after all four public hearings were closed. He noted that the hearings were interconnected. He said that otherwise it would appear that the decision on the Development Agreement was a “done deal.”

**Old Business-**

- Public Hearing for the consideration of a text amendment to the Land Development Ordinance (LDO) regarding the Planned Unit Development (PUD) zoning district- Johnson stated that the Town had received a request for some minor amendments to the PUD zoning district. He said that the proposed amendment was necessary to allow for a higher quality development by authorizing a development agreement to address issues which were a bit ambiguous in the LDO. He added that the Town was nearing the end of an almost three-year long process to bring a higher quality development than would have been allowed. Johnson stated that the amendment would permit the Town to request higher performance from developers. He noted that the Planning Board held a public hearing on January 9<sup>th</sup> for the consideration of the amendment and voted to recommend approval to the Town Council. He said that the amendment did result from the work that was done on the Development Agreement, but it would apply to other PUD zoning districts.

Tom Terrell, Land Use Attorney, came forward. He said that he had been consulting with the Town for a little over two years. He reiterated that the text amendment was born from the work that was being done on the Development Agreement. Terrell added that it created a better tool for the Town to use for projects going forward. He stated that PUD zoning allowed a lot of flexibility for potential developments, but it also required higher quality because it allowed municipalities to create a new set of regulations for specific properties. He noted that the current PUD district language needed to be slightly broadened because it was being applied to such a large piece of property. He added that the amendment would expand the flexibility allowed in order to create a higher quality development. Terrell explained the “higher quality” component that was included in the amendment. He recommended that Council approve the amendment.

Mayor Montgomery called the applicant forward.

Marc Isaacson, DR Horton’s attorney, came forward. He stated that his address was 804 Green Valley Road, Greensboro. Isaacson agreed with everything that Terrell had stated. He added that



the DR Horton team had reviewed the LDO, the Development Agreement, and the site specific plan concurrently and had discovered several areas that were either ambiguous or conflicting. He stated that the text amendment was necessary to provide additional flexibility and to allow the Development Agreement to set specific standards.

Mayor Montgomery opened the public hearing to anyone that would like to speak regarding the proposed text amendment.

- Tricia Payne, 304 Jordan Ridge Way- Payne thanked Council for letting her speak. She stated that three years ago, everyone was having the same discussions about the proposed Diamondback development. She said that everyone had collectively agreed that the Diamondback project was not appropriate for Jamestown. She noted that, initially, it seemed that DR Horton would provide a better development, but that vision had eroded. Payne compared the two proposals and stated that they were basically the same. She wanted to know why the DR Horton development was more appealing.
- Sara St. Clair, 3826 Hunt Chase Drive- St. Clair said she had several concerns about the text amendment. She noted that the Planning Board asked several questions during their meeting, but they still voted to recommend that Council approve it. She thought that DR Horton should be required to complete a tree survey. She asked if DR Horton had skipped other surveys as well.
- Krisdena Reeser, 2621 Glasshouse Road- Reeser said that the Development Agreement that was posted on the Town's website had been updated multiple times before the public hearing. She also said that the Town was disregarding the LDO and had not included updated regulations for the Randleman watershed. She claimed that the Town was "changing the rules in the middle of the game." Reeser said that the Town would have no other choice but to deny the annexation, rezoning, and Development Agreement for the DR Horton properties if the text amendment were approved.
- Robert Frederick, 500 Wyndwood Drive- Frederick spoke about the difference in the use of "may" and "shall" in the text amendment. He reiterated that the Town was "changing the rules in the middle of the game." He said he was concerned that Council would be able to overturn LDO considerations and technical standards by their determination of what constitutes higher quality. Frederick stated that the Attorney General was aware that Council was considering an amendment that would allow them to bypass some aspects of the LDO. He also said that 160D was a new law and that Terrell did not have that much experience with it. He stated that Council was putting the Town in legal jeopardy.
- Brent Ayers, 2120 Guilford College Road- Ayers said that the amendment gave the developer more flexibility and the Town less control. He stated that the amendment was not specific enough. He encouraged them to look at the developer's motivation for submitting the request.
- Susan Dickenson, 608 Havershire Drive- She said she met with some of the Council Members six months ago about her concerns regarding Bull Run. She spoke about the



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floodplain. She stated that Council had ignored her when she had reached out. She did not understand why the Randleman Watershed regulations were not in the LDO.

Mayor Montgomery asked if there was anybody else that would like to speak regarding the text amendment. Nobody came forward. Mayor Montgomery closed the public hearing and opened the floor to Council for discussion.

Council Member Wolfe asked Terrell for clarification about the last sentence of "Section 8.4-5.1 Planned Unit Development." She noted that it was her understanding that the Town could consider PUD rezoning requests in the future that did not have a development agreement associated with it. He stated that her interpretation was correct.

Council Member Wolfe also requested to amend the last sentence of "Section 8.3 Description of Zoning Districts." She requested to change the word "freedom" to "flexibility" in regard to creating development standards.

Council Member Straughn thanked the citizens for their involvement and engagement. He said that Council and staff had endured countless emails that were difficult to read. He noted that he decided early on that he would not react to negative emails. Council Member Straughn said that he loved Jamestown and he appreciated the members of the community. He added that he understood that there may be fear associated with change. He thanked the Planning Board for their work on the consideration of the project, staff for working diligently to ensure that DR Horton would build a quality development, and the Town's legal team for guiding everyone throughout the process. He noted that DR Horton had worked with staff in several ways when they did not have to. He added that they had requested to be governed by Jamestown and that they had put forth a Development Agreement with many items that indicated that the development could be a positive thing for the Town. He noted that it had been a very long process and that Council had been involved since the beginning. Council Member Straughn said that the DR Horton development could forever change the landscape of Jamestown and he did not take his decision lightly.

Council Member Straughn made a motion that the proposed amendment to the Town's Land Development Ordinance be approved as amended, to be effective immediately. Council Member Capes made a second to the motion.

Weiner took a roll call vote as follows:

Council Member Wolfe- Aye  
Council Member Capes- Aye  
Council Member Straughn- Aye  
Council Member Rayborn- Aye

The motion passed by unanimous vote.

Council Member Rayborn made the following motion:

"I move that we find the proposed LDO amendment to be consistent with the adopted Comprehensive Plan of the Town of Jamestown for the following reasons:

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1. The Town's LDO, itself an expression of our Comprehensive Plan, provides for a Planned Unit Development (PUD) zoning district with extensive flexibility, and the proposed text amendment clarifies the flexibility extended to developers and eliminates ambiguities in sections of the LDO.
2. Greater flexibility for the development of a PUD district, especially through a negotiated development agreement, better enables the Town to seek and a developer to provide the following, consistent with the Comprehensive Plan's Guiding Principles:
  - a. Higher design standards and higher construction quality, consistent with Guiding Principle 1;
  - b. Protection of established neighborhood and a variety of housing, consistent with Guiding Principle 2;
  - c. Greater pedestrian and neighborhood connections, consistent with Guiding Principle 3;
  - d. Creation of neighborhood scale parks resulting from wider options for street and block design, consistent with Guiding Principle 6;
  - e. Better preservation of open space and protection of environmentally sensitive areas by granting flexibility to place density in the appropriate places, consistent with Guiding Principle 11.

The amendment to the Town's LDO is also reasonable and in the public interest because:

1. The text amendment strengthens the Town's role in managing large-sized developments that significantly affect the Town's resources and its residents.
2. The text amendment strengthens and enhances the benefits of PUD zoning and clarifies that development flexibility is positive and clarifies that it is a tool for achieving higher quality land use planning and development.
3. New Section 5.5: Development Agreements clarifies the role of detailed, negotiated agreements which furthers the Town's bargaining position during the development process."

Council Member Capes made a second to the motion. The motion passed by unanimous vote.

- Public Hearing on Question of Annexation pursuant to G.S. 160A-31 for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road- Johnson stated that the public hearings for the annexation, rezoning, and Development Agreement were dependent upon one another. He added that the bulk of the information would be presented during the annexation portion. However, he noted that they were separate public hearings and the public would have the opportunity to speak during each.

Johnson said that there were technically eight parcels now for consideration of annexation. He noted that the annexation public hearing was advertised correctly and that no additional land had been added to the request. He said that Guilford County split the parcels up and added additional parcel numbers. He stated that the parcels were as follows: 2221 Guilford College Road (Parcel #159144), 5300 Mackay Road (Parcel #159105), 5303 Near Mackay Road (Parcel

#158765), 2207 Guilford College Road (Parcel #159106), 2207 ZZ Guilford College Road (Parcel #234679), 2207 Guilford College Road (Parcel #234678), 808 Guilford Road (Parcel #234677), and 808 ZZ Guilford Road (Parcel #234680). He noted that the total amount of land was approximately 467 acres per the survey.

Johnson stated that the proposed rezoning was from Agricultural (AG) to Planned Unit Development (PUD) with the condition that a Development Agreement be approved concurrently with the request. Johnson presented images of the property and noted the zoning of neighboring areas. He stated that the property was mostly vacant. He noted that the land was currently located in the Mackay-Guilford Future Land Use classification. Johnson added that the Public Services Director had thoroughly reviewed the request and had determined that it could be served by Jamestown public utilities for both water and sewer. He said that the reason the applicant had submitted the request was to develop a high-quality community that had numerous housing types and site features that were not permitted in the Agricultural district.

Johnson presented an overview of the timeline of the process of the consideration of the requests. He stated that Diamondback submitted a rezoning request for the property in February 2020. He noted that the Planning Board reviewed that request between August and November. He said that the Town hired Tom Terrell, Land Use Attorney, in January 2021. Council reviewed the request from Diamondback and denied the request in February 2021. Johnson stated that DR Horton bought the property in July 2021. He added that the Town hired Seth Harry, Community Planning Consultant, in August 2021, and he held public engagement sessions for a week in September 2021. Johnson stated that DR Horton submitted an application for consideration in October 2021. He noted that the feedback that was received from the public engagement sessions helped shape the discussions with DR Horton. He presented the map that resulted from those sessions and noted the similarities between the two.

Johnson explained why the developer had requested to rezone the property to a PUD district. He noted the flexibility the district provided for a unique, high-quality development. He added that the associated Development Agreement was essentially a contract that was subject to the terms specified within the Agreement.

Johnson stated that Council had several decisions before them. He noted that the property was brought into the Town's extraterritorial jurisdiction (ETJ) forty years ago in anticipation of future development. He stated that the property was on the Town's side of an annexation agreement entered into with the City of Greensboro in 1991. He said that an application for annexation was submitted by the owner, Council directed the Town Clerk to investigate the petition, the Town Clerk worked with the Town Attorney to determine that the application was sufficient, and proper notice was given that a hearing would be held regarding the annexation.

Johnson said that the Council must determine whether it would be appropriate to rezone the property to a PUD. He added that Council must also decide if the application was consistent with the Town's Comprehensive Plan. He noted that staff had reviewed the application and believed that it was consistent with the Comp Plan and that the PUD district was the most appropriate to yield a high-quality, mixed-use development. He said that staff recommended the approval of the rezoning request with the recommendation that Council consider the Development Agreement as a condition of approval. Johnson stated that the Planning Board voted



unanimously to recommend that Council approve the request subject to the Development Agreement at their November 8, 2021 meeting.

Tom Terrell came forward.

Terrell stated that municipalities could exercise powers regarding zoning and land-use within its ETJ boundaries. He reiterated that the property had been within the Town's ETJ for forty years and was subject to an intergovernmental agreement with the City of Greensboro. He added that the annexation petition was nothing more than a request from the property owner to move the tax parcels to be within the Town's municipal boundaries. Terrell said that he saw no logical reason for Council to deny the annexation request.

Terrell spoke about the rezoning application. He said that a zoning map amendment was different than a PUD rezoning. He said that a typical rezoning application for something like residential, industrial, etc. came with a predetermined set of uses and standards that could be applied. He noted that a PUD zoning district was essentially a blank slate. Terrell stated that the developer proposed its own standards when applying for a PUD district. He noted that these components included things such as height limitations, architectural standards, etc. He said that he believed that there would be unanimity in the planning community that a PUD district would be most appropriate for such a large tract of land. Terrell stated that the PUD would be governed by a site-specific master development plan and the Development Agreement. He recommended that Council either approve the rezoning and the Development Agreement or deny both because it would be difficult for them to exist individually. Terrell reiterated that the Development Agreement resulted from the feedback received at the public engagement sessions.

Terrell explained what a development agreement was and when it was appropriate to utilize one. He noted that they defined standards for large, multi-phase projects. He stated that the Development Agreement submitted for consideration had a lifespan of 40 years. He said that it controlled every aspect of the development except for rules adopted by the HOA which could not be inconsistent with the agreement. Terrell added that there were several things negotiated that would be positive from the Town that resulted from the Seth Harry visioning process. He noted that some of those items were as follows: rear-loaded homes, a two-acre park lined with canopy trees, a large reduction of cul-de-sacs which provided connectivity, sidewalks along both sides of the street, a roundabout, and pedestrian sheds. He noted that there were other positive aspects of the agreement that did not result from the public engagement sessions. He listed those as follows: a 50 foot vegetative buffer between Fox Hollow, understory trees, no vinyl siding throughout the development, DR Horton agreeing to pay for 50% of a sanitation truck, sidewalks along Mackay and Guilford College, berms on Mackay and Guilford College, the integration of a white fence along Guilford College, and increased landscaping on end units. He said that the Town had made the following concessions during the negotiation: expedited issuance of permits, the hiring of a third-party inspector that DR Horton would pay for to help move the project along, an expedited upgrade to a sewer outfall, the raising of several manholes, and modification of street standards that would allow solid waste to be picked up in alleyways to allow for rear-loaded homes. He noted that the examples that he provided were not exhaustive.

Terrell highlighted that staff and Council had worked very hard to get the Development Agreement to its current state. He also addressed the inaccurate claims regarding density, Seth Harry's work history, and public notice of the hearings. Terrell stated that he helped David Owens draft 160D. He was also the Chair of the Drafting Committee for six years until 160D was unanimously adopted and signed into law. He noted that he was very aware of the provisions in that legislation. He also clarified that municipalities always used gross density for zoning decisions. Terrell highlighted that the Development Agreement could not legally override existing environmental laws.

Council Member Straughn thanked Terrell for explaining those aspects of the Development Agreement and the process. He added that he hoped that his presentation helped ease the minds of those claiming that Council was not following the law. He said he appreciated Terrell and Koonce for their assistance throughout the process. He also asked Terrell about the Commercial aspect of the request. Terrell stated that the Town's Comprehensive Plan suggested that the property incorporate mixed uses. He said that many citizens complained about the proposed commercial aspects. Therefore, Council had requested that the commercial component be removed.

Mayor Montgomery called the applicant forward.

Marc Isaacson, DR Horton's attorney, came forward. He said that members of the DR Horton team were present. He provided an overview of the process that had led to the current Development Agreement. He stated that DR Horton had attended the public engagement sessions and had taken citizens' suggestions into consideration. He spoke about the site specific master plan. Isaacson stated that the Development Agreement process took several months because the Town wanted a high-quality development and DR Horton had made several assurances that they could provide one. He stated that the following items were included in the Agreement: nine types of housing, sidewalks along public roadways, sidewalks throughout the community, and open spaces. He noted that DR Horton would also provide a landscaping and signage plan for future Town approval. Isaacson said that DR Horton needed assurances from the Town including availability of utilities and expedition of permits. He noted that the Town staff and DR Horton had worked diligently to resolve any challenges that arose throughout the process. He stated that DR Horton wanted to preserve the history of the land through the incorporation of historical aspects in the amenity center. He said that he believed that the process had resulted in a high-quality project plan. Isaacson thanked Council for their patience and staff for their assistance over the last several months.

Mayor Montgomery opened the public hearing to anyone that would like to speak regarding the annexation.

- Tricia Payne, 304 Jordan Ridge Way- Payne said she agreed with a lot of what Terrell said. She noted that there were claims on the internet about "backdoor meetings" regarding who would be paying for services. She encouraged Council to deny the annexation request or to continue it to another date. She wanted to know who was paying for the infrastructure.
- Jeffrey Craig, 111 Jordan Creek Drive- Craig said that he was tired of coming to speak about the requests. He stated that DR Horton only cared about their profits and Council

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needed to be concerned with the future of the Town. He added that the development did not fit with the community and encouraged Council to deny the request.

- Sara St. Clair, 3826 Hunt Chase Drive- St. Clair thanked Yes Weekly for including the article about the misconceptions being spread about the Development Agreement. She spoke about Terrell's responses. She stated that she was confused about whether the development was high density or not. St. Clair wanted to see proposed renderings and encouraged Council to consider citizen's concerns.
- Faith Marshall, 107 Jordan Creek Drive- Marshall said that she read about DR Horton building "casitas." She noted that those were three-generation homes built on one platted lot. She stated that the "casitas" would negatively impact her home value. She thanked Council for their time.
- Nicki Stewart, 307 Jordan Crossing- Stewart asked Council why they would support a high-density development that was devoid of character. She said that DR Horton was not required to perform environmental impact studies. Stewart stated that DR Horton's plan was not better than the Diamondback proposal that was denied. She claimed that the plan violated watershed regulations. She was concerned about the impacts on her home value.
- Krisdena Reeser, 2621 Glasshouse Road- Reeser said she did not know which properties were being considered because of the change in parcel numbers. She stated that there were several issues with the process. She was very upset that there were recycling totes on part of the property that she thought was vacant. Reeser stated that the order of the public hearings did not make sense.
- Susan Dickenson, 608 Havershire Drive- Dickenson spoke about the math she had done to calculate the density. She offered to meet with anyone that was interested to further explain the math.
- Robert Frederick, 500 Wyndwood Drive- Frederick stated that he was confused. He said that he did not understand the process because of the text amendment that just took effect. He was upset that the Development Agreement was not complete. He played audio clips from previous meetings.

Mayor Montgomery asked if anyone else would like to speak. Nobody came forward. Mayor Montgomery closed the public hearing and opened the floor to Council for discussion.

Council Member Wolfe stated that the property had been in the Town's ETJ since 1986. She noted that the property was designated within the Town's jurisdiction in the Annexation Agreement the Town had with the City of Greensboro from 1991. She added that it was included in the Town's Comprehensive Plan and listed on the Future Land Use Map as the Mackay-Guilford district. Council Member Wolfe said that the property had always been intended to be annexed into the Town if the property owner requested annexation. She said that she supported the annexation.



Council Member Straughn asked Koonce if she had any information to add. Koonce stated that she had reviewed the procedure of the process. She highlighted that she had full confidence that staff had followed the law. She stressed that Terrell was instrumental in the 160D legislation and she hoped that it would give citizens comfort that it had been thoroughly reviewed. She also stated that the Development Agreement could be amended that night and that the hearings were advertised properly. Koonce stated that those changes were allowed by statute and that staff attempted to provide every possible draft of the Agreement to the public as quickly as they could.

Council Member Rayborn made a motion to adopt the Ordinance to Extend the Corporate Limits for the Annexation of 2221 Guilford College, 5300 Mackay Road, 5303 Mackay Road, 2207 Guilford College Road, 2207 ZZ Guilford College Road, 2207 Guilford College Road, 808 Guilford Road, and 808 ZZ Guilford Road. Council Member Capes made a second to the motion.

Weiner took a roll call vote as follows:  
Council Member Wolfe- Aye  
Council Member Capes- Aye  
Council Member Straughn- Aye  
Council Member Rayborn- Aye

The motion passed by unanimous vote.

(Ordinance to Extend the Corporate Limits for the Annexation of 2221 Guilford College, 5300 Mackay Road, 5303 Mackay Road, 2207 Guilford College Road, 2207 ZZ Guilford College Road, 2207 Guilford College Road, 808 Guilford Road, and 808 ZZ Guilford Road)

Mayor Montgomery called for a ten minute recess at 7:45 pm.

Mayor Montgomery called the meeting back to order at 7:55 pm.

- Public Hearing on rezoning request from DR Horton for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road- Mayor Montgomery asked staff and Terrell if they had any information to present. They stated that they had no information to present at that time.

Mayor Montgomery asked Isaacson if he had any information to present. He said he did not.

Mayor Montgomery opened the public hearing to anyone that would like to speak regarding the rezoning request.

- Robert Frederick, 500 Wyndwood Drive- Frederick said he had reached out to David Owens regarding public notice requirements. He read the response he received from Owens.
- Katie Gumerson, 4648 Jamesford Drive- Gumerson said that DR Horton's plan did not look like the one produced by the Seth Harry sessions. She stated that nobody wanted apartments. She added that she wanted land to be donated for a school. Gumerson said that nobody listened to her.

- Susan Dickenson, 608 Havershire Drive- Dickenson spoke about the Growth Management Workshops regarding the Comprehensive Plan Update. She noted that the Guiding Principles in the Comp Plan did not reflect what she had discussed with the consultant. She spoke about the conversations she had on Facebook about the proposals.
- Krisdena Reeser, 2621 Glasshouse Road- Reeser said that the Certificate of Sufficiency for the annexation was approved before the rezoning request was submitted. She spoke about the responsibilities of Guilford County and Guilford County Commissioners to maintain and build schools. She said that there was a typo on the affidavit for the mailed notice. She highlighted the change to the parcel numbers. Reeser reiterated that she had seen recycling totes on one area of the property. She said the Town's transparency was dismal.
- Tricia Payne, 304 Jordan Ridge Way- She thanked Council for listening to everyone speak. She encouraged Council to postpone the decision on the rezoning request to a future meeting in order to assure that they were following proper procedure.

Mayor Montgomery asked if anyone else would like to speak about the request. Nobody came forward. Mayor Montgomery closed the public hearing and opened the floor to Council for discussion.

Council Member Rayborn stated that the rezoning request was consistent with the residential communities adjacent to the property.

Council Member Capes said that many people had requested that the decision be postponed. He added that postponing just to delay the decision would not serve a purpose. He stated that the Town had been working with DR Horton for almost two years after denying a request submitted by the previous developer. Council Member Capes noted that the Town staff and attorneys had spent hundreds of hours on the project after the public engagement sessions. He said that Council had followed the process closely and it was time to make a decision.

Council Member Capes made the following motion:

"I move that we adopt an ordinance amending the zoning map of the Town of Jamestown by applying zoning in the form of a Planned Unit Development zoning district to recently annexed tax parcels 159144, 159105, 158765, 159106, 234679, 234678, 234677, 234680, which parcels constitute the 467 acres that were advertised for rezoning, and which were recommended for rezoning by the Planning Board.

I further move that the ordinance of rezoning shall be subject to the final version of the site-specific development plan presented as part of this application and reviewed by the Town Council.

This ordinance amending the zoning map and its accompanying site-specific development plan shall also be subject to, defined by, and expressly contingent upon the adoption of an ordinance approving a Development Agreement which shall create, define,

control, and allow the terms, conditions, uses, and provisions of this zoning district and the tax parcels that comprise the PUD rezoning.

And as a further condition of this ordinance amending the zoning map, that if such Development Agreement shall be declared invalid, illegal, or unenforceable, for any reason by any court or other governmental entity, that then the Planned Unit Development District and its site-specific development plan shall have been rendered null and void until such time as another site-specific development plan and set of defined terms through a Development Agreement or other set of terms shall have been adopted by the Town that define the manner in which the Planned Unit Development District shall be governed and developed.”

Council Member Wolfe made a second to the motion.

Weiner took a roll call vote as follows:

- Council Member Wolfe- Aye
- Council Member Capes- Aye
- Council Member Straughn- Aye
- Council Member Rayborn- Aye

The motion passed by unanimous vote.

Council Member Wolfe made the following motion:

“I move that the following statement of consistency with the Town’s adopted Comprehensive Plan be adopted to support the decision to apply Planned Unit Development zoning to this tract, subject to the site-specific development plan and Development Agreement which has been presented at this hearing:

1. With its connected phases, extensive sidewalks, landscaping, lighting, architectural controls, and signage provisions, the rezoning is consistent with the Town’s vision statement of maintaining “our small-town charm while growing in a manner that respects our traditional development patterns...and natural resources.” Also consistent with the vision statement is that the substantial connectivity advances the “social and physical connections that unite our Town.”
2. The PUD zoning will foster and 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” by having “design standards that achieve the aesthetic and superior construction quality” and facilitates higher quality public infrastructure, consistent with Guiding Principle 1.
3. The PUD zoning will provide a variety of housing options for citizens, consistent with Guiding Principle 2.
4. The PUD zoning provides for pedestrian interconnectivity, consistent with Guiding Principle 4.

5. The PUD zoning provides for convenient access to a variety of parks and natural open spaces and other recreational opportunities, consistent with Guiding Principle 6.
6. It will foster the “development of a wide range of housing types that meets the needs of current and future residents of all ages, abilities, family compositions, and socioeconomic backgrounds,” consistent with Guiding Principle 10.
7. The site-specific development plan shows that the district will (“protect and preserve riparian areas from encroachment by development to preserve water quality and natural habitats,” consistent with Guiding Principle 11.
8. The Comprehensive Plan’s Future Land Use Map show that the Mackay-Guilford tract should be an integrated, walkable, and mixed neighborhood that contains a wide variety of housing options and a central community focal point, which is supported by this site-specific development and the Development Agreement which was presented for this public hearing.
9. Consistent with the Town’s creation of the Comprehensive Plan through substantial input from citizens, the site-specific development plan reflects citizens’ views and input from a weeklong series of meetings with an urban consultant hired by the Town to channel their input into a workable plan.

The proposed PUD map amendment is reasonable and in the public interest because it is consistent with the Town’s growth plans; it reflects the solicited input from citizens; it contains traffic mitigation as developed by engineers; it has vegetative buffers to protect the views from public roadways and surrounding neighborhoods; it promotes pedestrian and neighborhood connectivity through added sidewalks and fewer cul-de-sacs; it has defined and enhanced landscaping; it will benefit downtown businesses by the proximity of more customers; and because it was supported and recommended by the Town of Jamestown Planning Board”

Council Member Capes made a second to the motion. The motion passed by unanimous vote.

- Public Hearing for the consideration of a Development Agreement for DR Horton property- Mayor Montgomery asked staff and Terrell if they had any information to present. They had nothing to present at that time.

Mayor Montgomery asked the applicant if he had any information to present. He said he did not.

Mayor Montgomery opened the public hearing to anyone that would like to speak regarding the proposed Development Agreement.

- Krisdena Reeser, 2621 Glasshouse Road- Reeser was upset that there were spelling errors in the Development Agreement. She reiterated that she did not understand the order of the public hearings. She stated that the technical standards manual needed to be updated. Reeser suggested that Terrell was working for DR Horton.



- Patricia Gray, 105 Bellwood Court- Gray was concerned about the future of the Town and the environment. She stated that the Agreement would handcuff the Town and prevent Council from ensuring that DR Horton used sustainable construction materials. She said that DR Horton could build sustainably if they wanted to. Gray encouraged Council to consider amendments to the Agreement.
- Robert Frederick, 500 Wyndwood Drive- Frederick played audio clips of previous Council meetings. He stated that the Development Agreement had been updated and posted on the Town's website multiple times. He said that Council may be assured that they followed the law, but they needed to consider the "court of public opinion."
- Janina Austin, 403 Thornwood Road- Austin said that she was frustrated with the Seth Harry workshops because participants had to choose from a list of possible choices. She stated that community members felt disregarded and disrespected. She added that the workshops had not been meaningful. Austin encouraged Council to demand a better Development Agreement. She said that the proposed development was too dense.
- Brent Ayers, 2120 Guilford College Road- Ayers stated that everyone wanted a development with lower density and quality homes. He compared the proposed development to syphilis. He said that community members felt dismissed. Ayers added that he was sorry that some of those with the Town had received harsh emails, but he was glad that others got them. He encouraged Council to deny the Development Agreement.
- Jessica O'Dawe, 231 Shadowlawn Drive- O'Dawe said that her family had moved to Jamestown in 2020. She spoke about her experience living in Town. O'Dawe said that the entire room felt tense. She added that she was sorry that Council had been personally attacked and she understood that everyone had been working on the Development Agreement for several years. She said that it felt like Council was washing their hands of the citizens and it did not feel like the quaint, small town that she loved.
- Susan Dickenson, 608 Havershire Drive- Dickenson spoke about the formula used to calculate the proposed density. She noted that the density was too high and that it was not allowed in the watershed.

Mayor Montgomery asked if anyone else would like to speak regarding the proposed Development Agreement. Nobody came forward. Mayor Montgomery closed the public hearing and opened the floor to Council for discussion.

Council Member Straughn asked Terrell if he would like to respond to the comments. Terrell stated that the apartments had been included in the density calculation. He noted that DR Horton would pay for the water, sewer, electric, etc. infrastructure per linear foot. He added that the Town would hire a third-party inspector to inspect that infrastructure, but DR Horton would pay for their services.

Council Member Rayborn spoke about the term "casitas" and said she had attempted to find examples of floorplans for that type of housing. She stated that she could not find much information, but wanted to clarify that those homes would be built on site.

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Council Member Wolfe asked the DR Horton team why it would be a hardship to increase the number of windows on end units. Brad Yoder, DR Horton Representative, stated that an increased number of windows could reduce the functionality of homes by decreasing the interior wall space, counter space, etc. He noted that DR Horton had agreed to increase the landscaping on those units. Council Member Wolfe encouraged them to increase the number of windows on the end units if possible.

Council Member Wolfe requested that DR Horton select native trees when planting landscaping and that they buy from local growers. She also said she was glad to see that pollinators would be considered for plantings because it was important for a healthy ecosystem. She discussed the details of the site-specific master plan, the internal/external sidewalks, and the historical aspects that would be incorporated into the amenity center with the DR Horton team. She thanked DR Horton for removing the commercial aspect of the proposed development and Council Member Straughn for making that request.

Council Member Rayborn asked how many homes would be age-targeted. Yoder stated about 20%.

Council Member Wolfe stated that she had a couple of amendment requests. She noted in "Section 5.5.3 Truck Upgrades" it stated the following: "In consideration of the Town's (1) offer to assist with obtaining right-of-way for Hunt Chase Loop so that DRH can develop 500 apartment units..." Council Member Wolfe requested that the language be changed to "up to 500 apartments." She added that in "Section 6.5.1 Design and Compliance" it stated that "Signage shall demonstrate compliance with the LDO, except that DRH shall have the right to vary signage standards by the terms of this Agreement or by a master signage plan that is consistent with the intent and purpose of the sign standards in the LDO and/or this Agreement." She requested to add "and approved by the TRC" to the end of that section.

Everybody agreed that those amendments were acceptable.

Council Member Wolfe stated that she had struggled with the project. She said that during her teenage years she had lived across the street from the property. Council Member Wolfe stated that the Town had been presented with the project and had to deal with it accordingly. She said that the Johnson family had every right to sell their property and now DR Horton, as the new owner, had every right to develop the land. She added that she could wish and hope that things were different, but that was the reality of the situation. She highlighted that the Town had taken every avenue legally available to require DR Horton to build a quality development. She stated that she believed that the proposal was the best that the Town could get from the developer.

Council Member Wolfe made the following motion:

"I move that we amend the Development Agreement draft to include the following three changes. First, amend section 3.1.11 to add language clarifying that cottages shall be site built and not factory built. As amended, it will read:

3.1.11 Cottages- "Cottages," sometimes referred to by DRH as "Casitas," shall mean units constructed on-site rather than in a factory setting, not constructed on individually platted



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lots, and which are to be leased. Cottages shall be considered multi-family uses, even if built as a single-family home.

“Constructed on site and not in a factory setting” is the added language.

Second, amend section 6.5.1 to clarify that a master signage plan shall be reviewed by the TRC and does not come back through the Planning Board and the Town Council. As amended, it would read:

6.5.1 Design Compliance. Signage shall demonstrate compliance with the LDO, except that DRH shall have the right to vary signage standards by the terms of this Agreement or by a master signage plan that is consistent with the intent and purpose of the sign standards in the LDO and/or this Agreement and approved by the TRC.

“Approved by the TRC” is the added language.

Thirdly, amend section 5.5.3 Truck Upgrades. In consideration of the Town’s (1) offer to assist with obtaining right-of-way for Hunt Chase Loop so that DRH can develop up to 500 apartment units;

“up to” is the added language. “

Council Member Straughn made a second to the motion. The motion passed by unanimous vote.

Council Member Capes made a motion to adopt the Ordinance approving a Development Agreement as amended between the Town of Jamestown and DR Horton, INC for DR Horton properties located at 2221 Guilford College Road, 5300 Mackay Road, 5303 Mackay Road, 2207 Guilford College Road, 2207 ZZ Guilford College Road, 2207 Guilford College Road, 808 Guilford Road, and 808 ZZ Guilford Road. Council Member Wolfe made a second to the motion.

Weiner took a roll call vote as follows:

- Council Member Wolfe- Aye
- Council Member Capes- Aye
- Council Member Straughn- Aye
- Council Member Rayborn- Aye

The motion passed by unanimous vote.

(Ordinance approving a Development Agreement as amended between the Town of Jamestown and DR Horton, INC.)

Mayor Montgomery called for a ten minute recess at 9:15 pm.

Mayor Montgomery called the meeting back to order at 9:25 pm.

**New Business-**

- Jamestown Park & Golf Course- Sanderlin presented his quarterly report to Council. He stated that rounds had decreased from the last quarter because of the weather. He added that there

were five Clubhouse rentals in comparison to none last year. He said that staff would begin working with a new POS software system next week.

Council Member Wolfe stated that she thought a brochure would be beneficial for increasing the number of rentals at the Clubhouse.

- Jamestown Park & Golf Course Maintenance Quarterly Report- Claybrook presented his quarterly report to Council. He said that the contractor was making progress on the construction of the golf course maintenance building. He added that staff had put fresh pine needles around the Pro Shop and had been trimming ornamental grasses and trees. Claybrook stated that staff was starting to apply pre-emergent weed control around the course. He noted that they were also in the process of removing dead trees and mulching leaves that had fallen.
- Consideration of approval of amendment to grant Project Ordinance for the Town of Jamestown American Rescue Plan Act Coronavirus Recovery Funding- Gallman stated that the proposed amendment would add a budget line for "Transfer to General Fund" to the Grant Project Fund for the American Rescue Plan Act (ARPA). She noted that the transfer was budgeted in the General Fund, but it was not shown in the budget transfer line of the Grant Project Fund. She requested that Council approve the amendment.

Council Member Wolfe made a motion to approve the amendment to the Grant Project Ordinance for the Town of Jamestown American Rescue Plan Act Coronavirus Recovery Funding. Council Member Straughn made a second to the motion. The motion passed by unanimous vote.

(Amendment to the Grant Project Ordinance for the Town of Jamestown American Rescue Plan Act Coronavirus Recovery Funding)

- Request to set a Special Town Council meeting date for the Annual Budget Retreat- Johnson requested that Council set a Special Meeting date for January 24<sup>th</sup> at 9:00 am at the Jamestown Park & Golf Course for the annual budget retreat.

Council Member Capes made a motion to set a Special Town Council meeting date for January 24<sup>th</sup> at 9:00 am at the Jamestown Park & Golf Course for the annual budget retreat. Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

#### **Manager/Committee Reports-**

- Manager Report- Johnson presented his Manager Report to Council. He noted that loose leaf collection was still in progress and would end on February 24<sup>th</sup>. He said that there would be a budget retreat on January 24<sup>th</sup> at 9:00 am at the Golf Course. He added that staff had received a draft of the Jamestown Park and Golf Course Strategic Plan. Johnson noted that staff was in the process of scheduling meetings with the consultants to ensure that everything was accurate. He wished Council Member Capes a Happy Birthday! He also said that the Town would be moving to a solid waste collection utilizing trash cans in early April. Johnson stated that staff would be sending notices out to customers in the near future with details about the transition. He played the new sanitation video for Council and the audience. He thanked Council Member Wolfe and the sanitation staff for allowing their children/grandchildren to participate in the video. Johnson said that Mayor Montgomery had lost her father a couple of days ago. He highlighted that he could not think of a more selfless act than her putting the people of Jamestown before her own

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needs. He said that everyone's sincere thoughts and prayers were with her and her family at this difficult time.

Council Member Straughn thanked everyone for the hard work that they had put into that night.

- Council Member Committee Reports-
  - Council Member Rayborn stated that the Planning Board had met on January 9<sup>th</sup> and had recommended that Council approve the proposed text amendment.

**Public Comment-** Nobody spoke.

**Other Business-** No other business was discussed.

**Adjournment-** Council Member Capes made a motion to adjourn. Council Member Straughn made a second to the motion. The motion passed by unanimous vote.

The meeting ended at 9:36 pm.

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Mayor

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Town Clerk

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Proclamation for Women in Construction Week

**AGENDA ITEM #:** II-B

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 0 Minutes

**DEPARTMENT:** Administration

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

**SUMMARY:**

Mayor Montgomery received a letter from Jeanne Callicutt, National Association of Women in Construction (NAWIC) Representative, requesting that she declare March 5th-11th as Women in Construction Week in the Town of Jamestown. The focus of Women in Construction Week is to highlight women as a visible component of the construction industry. It provides an opportunity to raise awareness of the opportunities available for women in construction and emphasizes the growing role of women in the industry.

**ATTACHMENTS:** Proclamation declaring March 5th-11th, 2023 as Women in Construction Week and Letter from Jeanne Callicutt

**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:** The Proclamation will be mailed to the Piedmont #109 Chapter of NAWIC



**PROCLAMATION 2023 WOMEN IN CONSTRUCTION WEEK  
National Association of Women in Construction (NAWIC)  
March 5<sup>th</sup>-11<sup>th</sup>, 2023**

**WHEREAS**, the Piedmont Chapter #109 of the National Association of Women in Construction has distinguished itself for many years as the voice of women in construction in Jamestown and the Piedmont Triad Region; and

**WHEREAS**, the work done by the NAWIC Piedmont Chapter #109 has benefited Jamestown and the Piedmont Triad Region through community development and educational programs; and

**WHEREAS**, the NAWIC Piedmont Chapter #109 has unceasingly promoted the employment and advancement of women in the construction industry; and

**WHEREAS**, the construction community, represented by NAWIC Piedmont Chapter #109, has been a driving force in fostering community development through renovation and beautification projects, promotion of skilled trade careers, and a positive vision of the future; and

**WHEREAS**, the NAWIC Piedmont Chapter #109 has sought to achieve successful results for Jamestown and the Piedmont Triad Region and surrounding areas in a cooperative spirit with other organizations.

**NOW, THEREFORE**, I, Lynn Montgomery, by virtue of the authority vested in me as Mayor of the Town of Jamestown do hereby proclaim March 5<sup>th</sup>-11<sup>th</sup>, 2023 as **WOMEN IN CONSTRUCTION WEEK** in the Town of Jamestown.

**AND** encourage our citizens to congratulate the NAWIC organization on its many accomplishments.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Great Seal of the Town of Jamestown this the 21<sup>st</sup> day of February, 2023.

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Mayor S. Lynn Montgomery





*Leading  
Builders.  
Building  
Leaders.*

February 1, 2023

Lynn Montgomery, Mayor  
Town of Jamestown  
301 East Main Street  
Jamestown, NC 27282

Dear Mayor Montgomery:

The National Association of Women in Construction (NAWIC) will celebrate Women in Construction Week (WIC) March 5-11, 2023. The Piedmont Chapter #109 continues with the NAWIC mission to enhance the success of women in the construction industry.

The focus of WIC Week is to highlight women as a visible component of the construction industry. It is also time for local chapters to give back to their communities. WIC Week provides an occasion for NAWIC's thousands of members across the country to raise awareness of the opportunities available for women in the construction industry and to emphasize the growing role of women in the industry.

We would like to request you continue your support of our Chapter, Piedmont #109, and would ask Mayor Montgomery to provide a proclamation for our Chapter and declare March 5-11, 2023 Women in Construction Week within the Town of Jamestown, NC. Proclamations can be mailed to the address listed below to be received by February 24, 2023.

Should you have any questions about this request, please contact me through the information provided below. Again, thank you for your support of WIC Week.

Respectfully submitted,

Jeanne Callicutt, Board of Directors  
Piedmont Chapter #109  
P.O. Box 10974  
Greensboro, NC 27404  
[jcallicutt@eccseic.com](mailto:jcallicutt@eccseic.com)  
(336) 822-2806  
(336) 431-1530 Fax



**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

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**ITEM ABSTRACT:** Reappointment of Doug Sampson to the Parks and Rec Committee      **AGENDA ITEM #:** II-C

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

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**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 0 Minutes

**DEPARTMENT:** Administration

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

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**SUMMARY:**

Doug Sampson's term on the Parks and Recreation Committee expired in January 2023. He has requested to serve a third term. He is currently serving as Vice Chair of the Parks and Rec Committee.

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**ATTACHMENTS:** Doug Sampson's Application for Reappointment

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:**

**FOLLOW UP ACTION NEEDED:**



# TOWN OF JAMESTOWN

Settled in 1752

Chartered in 1816

P.O. Box 848

Jamestown, North Carolina 27282

Appointed as  
Alt. in  
March 2017

## CITIZEN APPLICATION FOR ADVISORY BOARDS AND COMMITTEES

Appointed to  
serve remainder  
of Brancazio term  
August 2018

1st Term -  
1/2019 - 1/2021

Name M. Douglas Sampson, Jr.

Gender:  Male  Female Birthdate: 08-13-53 E mail mdouglas.sampson@gmail.com

Home Phone: 336-454-6277 Daytime Phone: 336-454-6277 Fax: 866-356-0412

Home Address: 701 Oak Drive Jamestown, NC 27282

How long have you been a resident of Jamestown? 33 years

Current Occupation/Title: Retired

Employer/Business Name: \_\_\_\_\_

Business Address and Zip: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Education: High School ( ) College () Graduate School ( ) Other ( )

Degree/Subject of Study: Business Administration - Bachelors Degree

School/Name Years Attended: University of South Carolina  
1972 - 1976

BOARD/COMMITTEE APPLYING FOR (list one): \_\_\_\_\_

List the Board or Committee on which you currently serve and your term expiration date:

What are your qualifications for serving on the Board/Committee for which you are applying? My experience in insurance for 33 years and leadership roles for the last 20 years should serve well. Also, I've served multiple roles with IMH Catholic Church including the top role of Parish Council Chairman -

Are you willing to serve on any other Board/Committee: Please list: \_\_\_\_\_

Are you interested in serving in any other community volunteer activities:

Possibly - please ask as opportunities present

Please submit resume - ATTACHED Continued next page >

Interest/Skills/Areas of Expertise/Professional Organizations

Beautification/Landscaping/Leadership/Organization Building  
Civitan/Adventure Guides/Princess Program YMEA/Lions Club  
Knights of Columbus/

List two personal references below:

Name: Robert Pickett Daytime Telephone: 336-454-6208

Address: 605 Oneil Dr. Jamestown Relationship: Friend/Neighbor  
NC 27282

Name: Del Holtzman Daytime Telephone: 336-587-7665

Address: 203 Edwards Lane Relationship: Friend/Neighbor  
Jamestown, NC 27282

AFFIRMATION OF ELIGIBILITY


Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes  No  if yes, explain complete disposition. \_\_\_\_\_

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee to a Board/Committee?

Yes  No  if yes, explain \_\_\_\_\_

I understand this application is public record, and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement or conduct will be cause for my removal from any Board or Committee.

Signature of Applicant:  Date: 9-7-2016

RETURN COMPLETED FORM TO:

Town of Jamestown, P O Box 848, Jamestown, NC 27282 Telephone: (336) 454-1138 Fax: (336) 886-3508

## **M. Douglas Sampson, Jr**

701 O'Neill Drive Jamestown, NC 27282  
H: 336-454-6277 C: 336-688-2840 B: 336-454-7171  
E: mdougllassampson@gmail.com

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### **Qualifications Summary**

A successful insurance professional who has had a constant focus on both profit and growth. Demonstrated accomplishments in underwriting, sales and marketing, along with leading and managing others. Specialty insurance area includes Equipment Breakdown. Proven track record in driving new business, taking good care of the clients with strong retentions over the long term.

### **Professional Experience**

- 1999 – 2012 CNA Insurance Company – Jamestown, NC**  
**Assistant Vice President – Equipment Breakdown Underwriting**
- Directed a staff who underwrote a book of business of \$22M in Equipment Breakdown premium in monoline, small, and large property in the Southeast/Central Zones.
  - Took the lead role in building programs into our two zones representing \$3.3M of the \$22M or 15% of that portion of the book
  - Directed a staff of seven who underwrote a book of business of \$14M premium of Equipment Breakdown in middle market package countrywide
  - Penetration in small, middle market and large property grew from 5% to 85%
  - Grew territory from a contribution of 15% toward the total countrywide monoline premium volume to ending 2011 in top spot in comparison to my two peers
  - Reduced exposure in unprofitable market segments
  - Maintained a significant underwriting profit in all but one of 14 years with the company
- 1998 – 1999 Underwriting Consultant – Equipment Breakdown Underwriting**
- First year with CNA was focused on large accounts/ programs within the United States.
  - Developed a book of business with an annualized premium of \$2 million during first year
  - Time of significant growth for CNA. Involved in the hiring process of five underwriters
- 1996 – 1998 Hartford Steam Boiler Inspection & Insurance Company – Jamestown, NC**  
**Director & Senior Mgr. – Affinity Services Group – Equipment Breakdown**
- Responsible for developing new business, consisting of programs and associations, covering the United States. Concentration on large groups with an average annual premium in excess of \$75K. Extensive travel
  - Wrote large program placing HSB in a new industry not previously written by the company
  - Developed program/association business from ground zero to just over \$1M in 15 months
  - Maintained responsibility for :
    - Relationship Manager/ Underwriter with a national broker specializing in equipment programs/associations throughout the United States. Relationship Manager for sales and underwriting of a larger Regional carrier. Additional territorial responsibility/focus on Excess & Surplus Lines / Managing General Agencies in the Southeast.

- 1993 – 1996 Director & Branch Manager – Carolina Branch - Equipment Breakdown**
- Opened a newly formed branch office to cover the States of North Carolina, South Carolina, Virginia, Tennessee and Arkansas
  - Initiated office procedures, curriculum training and development, new market influx/penetration, marketing and motivation of sales/underwriting team. Hired and managed a staff of five underwriting/marketing/sales professionals and support staff working out of Virginia and Georgia
  - Built the book to \$15M with above average margins
  - Additionally during this period, maintained responsibility for growth and profitability of a major wholesale domiciled in Tennessee
- 1991 – 1994 Sales Manager – Equipment Breakdown**
- Built the brand throughout the Carolinas
  - Added two sales/underwriting professions in Raleigh & Charlotte, respectively
  - Maintained a focus on profitably underwriting the book to \$5M
  -
- 1986 – 1991 Senior Account Executive – Equipment Breakdown**
- Responsible for dual role of Marketing Executive & Account Executive with two different premium thresholds
  - Assigned additional role of Reinsurance Representative working with reinsurance companies
  - Assist in training new employees and leadership role on special projects
  - Exceeded the goal of \$3.5M annually for the period
  - Served as back up for Regional Manager
  - Awarded invitation to the top 10 sales group meeting during each of the years. This was HSB's top sales award
- 1984 - 1986 Account Executive - Equipment Breakdown**
- Territory of Western and Eastern North Carolina
  - Grew the territory from \$650K to \$1.2M
  - Top sales group in 1985 & 1986
- 1979 – 1984 Corroon & Black (Willis) – Chattanooga, TN  
Account Executive / Equipment Breakdown Manager  
All Line Producer P&C / L&H**
- Developed prospect list of commercial clients
  - Developed sales by personal contact within 50 mile radius
  - Developed book of \$750K in revenue
  - Responsible for the Equipment Breakdown placement of \$1.3M
  - Cross sell of equipment breakdown into all commercial insureds
  - Collections, developing profitable book of business for the agency
  - Represented the agency on the Aetna Agency Panel

**1977 – 1979 Hartford Steam Boiler Inspection & Insurance Company – Chattanooga, TN  
Special Agent – Equipment Breakdown**

- Territory of Eastern Tennessee, Northern Georgia and Northern Alabama
- Grew the territory from \$250K to \$500K
- “Rookie of the year” / top sales award first year in the business

**1972 – 1977 Carolina Boat Distributors / Valk Sailboat Center – Columbia, SC  
Sales Associate / Team Valk Sailboat Race Team / Parts Department Manager with  
Distribution Center**

- Full time position held during and shortly after college
- Responsible for sailboat sales, boat demonstration, parts management & distribution throughout the Southeast and floor plan inventory management

**1972 – 1976 Education - University of South Carolina – Columbia, SC  
Bachelor of Business Administration**

**Continuing Education**

- Kellogg Executive Program
- Certified Insurance Counselor – 3 Parts
- PRISMS – Professional Insurance Salesmanship Program
- Dale Carnegie Professional Development Program / Lead
- The Baron Group Consultative Selling Skills
- Supervisory Skills Program
- Commercial Union Sales School
- Aetna C&S Sales School
- Xerox Professional Selling Skills School

**Personal**

Married & Two married children (daughters)

Sailboat racing, Travel & Family.

Food Bank, United Way, Carrie Steel Project & Jamestown Civitan.

Cape Fear Investment Club & Lake Norman Yacht Club.

Chair of Parish Pastoral Council of Immaculate Heart of Mary Catholic Church

Knights of Columbus.

Nation Chief YMCA Indian Guides/Indian Princesses Program.

**Personal & Professional References**

Available upon Request



**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Financial Analysis for January 2023

**AGENDA ITEM #:** II-D

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 0 Minutes

**DEPARTMENT:** Finance

**CONTACT PERSON:** Faith Wilson

**SUMMARY:**

Summary schedule of cash & deposits, debt balances, total revenues collected to date and expenditures to date is provided. A detailed budget to actual statement is also included as of 01-31-23.

Expenditures during January include garbage truck tippers, concrete foundation around the drinking fountain at the park, repair water line break at Dillon Road, install water and sewer service at Wrenn Miller and contract payments for public safety and animal control services for second quarter. Services during the month include code enforcement and bridge safety inspection. Debt service payment was made to Piedmont Triad Regional Water Authority.

Interest rates on earnings continue to increase.

**ATTACHMENTS:** 3 page Summary and Detail to Actual Report for January 2023

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:**

**FOLLOW UP ACTION NEEDED:**

Town of Jamestown  
 Financial Summary Report  
 Cash Balances  
 as of January 31, 2023

Petty Cash	\$	1,350
Operating Cash		1,397,416
Certificates of Deposit		3,004,510
Money Market Accounts - First Bank		1,947,532
North Carolina Capital Management Trust		<u>11,702,077</u>
	\$	<u>18,052,886</u>

Reservations of cash:

Cash reserved for Randleman Reservoir	\$	586,372
Cash reserved by Powell Bill for street improvements		449,749
General Capital Reserve Fund		89,350
Lydia Multi-use Greenway Capital Project		38,492
Oakdale Sidewalk Phase 3		114,217
Oakdale Sidewalk Phase 2		30,103
Recreational Maintenance Facility Capital Project		678,023
Grants Project Ordinance Fund - ARP		-
Water Sewer Capital Reserve Fund		<u>1,298,575</u>
	\$	<u>3,284,880</u>

Cash by Fund:

General	\$	5,840,540
General Capital Reserve Fund		89,350
Lydia Multi-use Greenway Capital Project		38,492
Oakdale Sidewalk Phase 3		114,217
Oakdale Sidewalk Phase 2		30,103
Recreational Maintenance Facility Capital Project		678,023
Water/Sewer		9,377,215
Randleman Reservoir		586,372
Water/Sewer Capital Reserve Fund		<u>1,298,575</u>
	\$	<u>18,052,886</u>

Cash by Bank:

NCCMT	\$	11,702,077
Pinnacle Bank		3,397,417
First Bank		<u>2,952,042</u>
	\$	<u>18,051,536</u>

**Town of Jamestown  
 Financial Summary Report  
 Debt Balances  
 as of January 31, 2023**

<b>Installment Purchase Debt:</b>	<b>Balance at 01/31/2023</b>	<b>Final Payment Date</b>	<b>Final Payment Fiscal Year</b>
<b>GENERAL FUND:</b>			
Sanitation truck, financed in 2017	\$ 30,926	12/1/2023	2023/2024
Leaf truck, financed in 2017	31,613	12/1/2023	2023/2024
Knuckleboom truck, financed in 2020	74,859	5/7/2025	2024/2025
Golf Clubhouse Renovation	<u>333,353</u>	11/3/2027	2027/2028
	<u>\$ 470,750</u>		
<b>WATER &amp; SEWER FUND:</b>			
Water & Sewer Maintenance Facility Construction	<u>\$ 249,973</u>	11/3/2027	2027/2028

Town of Jameslown  
 Financial Summary Report  
 Total Revenues & Expenditures by Fund  
 as of January 31, 2023

	<u>General Fund (#10)</u>	<u>General Capital Reserve Fund (#11)</u>	<u>Water/Sewer Fund (#30)</u>	<u>Randleman Reservoir Fund (#60)</u>	<u>Water/Sewer Capital Reserve Fund (#61)</u>
Current Year Revenues (and transfers)	5,439,245	105,840	1,588,028	41,513	431,094
% of budget received	57%	84%	18%	35%	43%
% of budget, excluding appropriated fund balance, received	72%	84%	33%	128%	78%
Expenditures (and transfers)	4,007,345	18,884	2,212,114	-	-
% of budget expended	42%	15%	28%	0%	0%
		<u>Fund (#17)</u>	<u>Fund (#18)</u>	<u>Fund (#20)</u>	<u>Fund (#21)</u>
		<u>Lydia (E Main) Capital Project</u>	<u>Oakdale Sidewalk Ph 3 Capital Project</u>	<u>Recreational Maint Facility Capital Project</u>	<u>Oakdale Sidewalk Ph 2 Capital Project</u>
Life to Date Revenues & Other Financing Sources		2,134,051	218,884	1,078,555	79,589
% of budget received		91%	32%	100%	40%
Life to Date Expenditures		2,125,146	103,867	400,532	49,466
% of budget expended		91%	15%	37%	25%

TOWN OF JAMESTOWN, NC  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 1 / 23

10 GENERAL FUND

Account	Received			Revenue	
	Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
3000					
3100 AD VALOREM TAXES	145,962.15	2,411,447.82	2,822,000.00	410,552.18	85 %
3101 Interest on Ad Valorem Taxes	1.35	292.62	2,500.00	2,207.38	12 %
3102 Tax and Tag revenue	19,264.25	108,510.78	234,600.00	126,089.22	46 %
3103 Interest on Tax and Tag Revenues	189.84	890.11	1,100.00	209.89	81 %
3230 SALES AND USE TAX	87,672.37	348,766.95	1,050,000.00	701,233.05	33 %
3250 Solid Waste Disposal Tax	0.00	1,341.84	3,400.00	2,058.16	39 %
3256 ELECTRICITY SALES TAX	0.00	62,188.12	206,000.00	143,811.88	30 %
3257 TELECOMMUNICATIONS SALES TAX	0.00	6,647.02	39,000.00	32,352.98	17 %
3258 PIPED NATURAL GAS SALES TAX	0.00	2,176.07	21,000.00	18,823.93	10 %
3261 VIDEO PROGRAMMING TAX	0.00	8,335.35	36,000.00	27,664.65	23 %
3312 GRANTS FROM GUILFORD COUNTY	0.00	55,500.00	55,500.00	0.00	100 %
3316 POWELL BILL	0.00	107,488.72	103,000.00	-4,488.72	104 %
3322 ALCOHOLIC BEVERAGES TAX	0.00	0.00	17,000.00	17,000.00	0 %
3325 ABC DISTRIBUTION	0.00	25,000.00	50,000.00	25,000.00	50 %
3341 Telecommunications Planning Fees	0.00	0.00	7,500.00	7,500.00	0 %
3343 REVIEW FEES	325.00	6,501.00	7,500.00	999.00	87 %
3344 CODE ENFORCEMENT FEES	0.00	0.00	100.00	100.00	0 %
3345 INSPECTION AND PERMIT FEES	0.00	275.00	200.00	-75.00	138 %
3346 CELL TOWER LEASE REVENUE	2,646.00	20,087.73	83,000.00	62,912.27	24 %
3348 REFUSE COLLECTION FEES	17,135.00	119,605.00	203,700.00	84,095.00	59 %
3600 GREEN FEES	25,111.00	323,947.25	535,000.00	211,052.75	61 %
3603 Golf New Booking Fees	44.82	44.82	0.00	-44.82	** %
3610 MECHANICAL CART RENTALS	12,277.00	170,648.00	280,000.00	109,352.00	61 %
3620 FULL CART RENTALS	12.00	151.00	300.00	149.00	50 %
3650 DRIVING RANGE	3,296.00	23,627.00	55,000.00	31,373.00	43 %
3660 GOLF SHOP CONCESSIONS SALES	3,841.10	57,483.69	89,000.00	31,516.31	65 %
3661 Golf Shop Grill Catering Revenues	0.00	0.00	500.00	500.00	0 %
3665 Golf Special Orders - Sales	119.00	8,045.35	12,000.00	3,954.65	67 %
3675 Golf Clubhouse Rental Fees	330.00	2,520.00	8,000.00	5,480.00	32 %
3831 INVESTMENT EARNINGS	16,085.91	63,473.88	40,000.00	-23,473.88	159 %
3832 Sponsorships	1,400.00	1,450.00	0.00	-1,450.00	** %
3835 SALES OF FIXED ASSETS	0.00	3,250.00	0.00	-3,250.00	** %
3836 SALES - PRO SHOP GOLF INVENTORY	2,156.49	34,429.98	59,000.00	24,570.02	58 %
3837 SHELTER RENTALS	150.00	1,750.00	3,000.00	1,250.00	58 %
3838 Building lease revenue	0.00	1.00	3,611.00	3,610.00	0 %
3839 MISCELLANEOUS REVENUES	7.00	439.23	500.00	60.77	88 %
3840 Rental Golf Sets	100.00	1,785.00	2,400.00	615.00	7
3841 Ball Field Rentals	2,000.00	10,950.00	8,000.00	-2,950.00	141 %
3963 TRANSFER FROM GENERAL CAPITAL RESERVE FUND	0.00	18,884.07	75,000.00	56,115.93	%
3965 Transfer from Grant Project Fund	1,431,310.57	1,431,310.57	1,429,995.00	-1,315.57	100 %
3990 POWELL BILL RESERVE APPROPRIATED	0.00	0.00	197,000.00	197,000.00	0 %
3991 FUND BALANCE APPROPRIATED	0.00	0.00	1,870,497.00	1,870,497.00	%
Account Group Total:	1,771,436.85	5,439,244.97	9,611,903.00	4,172,658.03	57 %
Fund Total:	1,771,436.85	5,439,244.97	9,611,903.00	4,172,658.03	57 %

*New Revenue from Golf Now  
Online bookings*

*Increase in Interest rates*



10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
C							
4100 GOVERNING BODY EXPENDITURES							
	1019 PROFESSIONAL SERVICES	14,037.50	66,493.25	25,599.50	92,092.75	150,000.00	57,907.25
	2100 DEPARTMENT SUPPLIES	337.90	1,401.50	99.00	1,500.50	2,000.00	499.50
	2200 FOOD AND PROVISIONS	0.00	1,779.29	0.00	1,779.29	2,500.00	720.71
	2600 OFFICE SUPPLIES	0.00	15.99	0.00	15.99	200.00	184.01
	2900 ASSETS NOT CAPITALIZED	0.00	0.00	750.00	750.00	1,500.00	750.00
	3100 TRAVEL	0.00	0.00	0.00	0.00	1,000.00	1,000.00
	3150 CONFERENCE FEES AND SCHOOLS	0.00	450.00	0.00	450.00	2,000.00	1,550.00
	3200 COMMUNICATIONS	26.00	26.00	0.00	26.00	2,500.00	2,474.00
	3400 PRINTING	0.00	0.00	0.00	0.00	500.00	500.00
	3700 MARKETING / ADVERTISING	0.00	390.00	0.00	390.00	1,000.00	610.00
	3800 DATA PROCESSING SERVICES	55.93	325.21	474.79	800.00	800.00	0.00
	3950 DUES AND SUBSCRIPTIONS	0.00	1,782.00	0.00	1,782.00	2,300.00	518.00
	3955 Permit Fees	0.00	0.00	0.00	0.00	1,000.00	1,000.00
	3980 MISCELLANEOUS EXPENSE	291.43	291.43	0.00	291.43	500.00	208.57
	4990 OTHER CONTRACTED SERVICES	375.00	2,100.00	2,400.00	4,500.00	5,500.00	1,000.00
	9700 CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
	<b>Account Total:</b>	<b>15,123.76</b>	<b>75,054.67</b>	<b>29,323.29</b>	<b>104,377.96</b>	<b>174,300.00</b>	<b>69,922.04</b>
4200 ADMINISTRATION EXPENDITURES							
	1000 SALARIES AND WAGES	36,392.00	255,535.00	0.00	255,535.00	472,500.00	216,965.00
	1003 LONGEVITY PAY	0.00	8,954.00	0.00	8,954.00	9,000.00	46.00
	1009 FICA EXPENSE	2,752.72	20,002.58	0.00	20,002.58	36,750.00	16,747.42
	1010 RETIREMENT EXPENSE	4,360.88	31,710.21	0.00	31,710.21	57,750.00	26,039.79
	1011 HEALTH INSURANCE EXPENSE	4,410.50	28,210.80	0.00	28,210.80	58,600.00	30,389.20
	1012 FLEX & PR TIME ADMIN FEES	0.00	54.00	162.00	216.00	700.00	484.00
	1014 WORKER'S COMPENSATION	0.00	545.47	0.00	545.47	700.00	154.53
	1017 401K EXPENSE	1,794.62	12,532.49	0.00	12,532.49	23,200.00	10,667.51
	1019 PROFESSIONAL SERVICES	0.00	8,587.50	8,912.50	17,500.00	17,500.00	0.00
	2100 DEPARTMENT SUPPLIES	170.18	2,588.89	119.00	2,707.89	2,000.00	-707.89
	2200 FOOD AND PROVISIONS	0.00	606.06	0.00	606.06	1,000.00	393.94
	2600 OFFICE SUPPLIES	19.99	723.09	0.00	723.09	2,200.00	1,476.91
	2900 ASSETS NOT CAPITALIZED	0.00	2,272.92	0.00	2,272.92	5,000.00	2,727.08
	3100 TRAVEL	0.00	2,598.60	0.00	2,598.60	10,000.00	7,401.40
	3150 CONFERENCE FEES AND SCHOOLS	385.03	2,499.00	0.00	2,499.00	7,000.00	4,501.00
	3200 COMMUNICATIONS	602.16	4,477.20	2,067.35	6,544.55	10,700.00	4,155.45
	3400 PRINTING	0.00	0.00	0.00	0.00	500.00	500.00
	3500 REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	300.00	300.00
	3700 MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	100.00	100.00
	3800 DATA PROCESSING SERVICES	1,432.99	10,718.92	8,269.08	18,988.00	19,000.00	12.00
	3900 DRUG TESTING & BACKGROUND CHECKS	0.00	123.00	0.00	123.00	0.00	-123.00
	3950 DUES AND SUBSCRIPTIONS	204.98	9,231.26	274.90	9,506.16	11,500.00	1,993.84
	3960 BANK AND MERCHANT FEES	0.00	0.00	0.00	0.00	200.00	200.00
	3980 MISCELLANEOUS EXPENSE	30.96	32.96	0.00	32.96	1,000.00	967.04
	4300 EQUIPMENT RENTAL	294.51	1,510.10	1,277.74	2,787.84	3,500.00	712.16
	4400 SERVICE & MAINTENANCE CONTRACTS	228.88	7,252.84	67.70	7,320.54	13,000.00	5,679.46
	4500 INSURANCE AND BONDING	0.00	1,119.30	0.00	1,119.30	6,000.00	4,880.70
	4990 OTHER CONTRACTED SERVICES	3,103.21	26,115.31	9,026.41	35,141.72	46,000.00	10,858.28
	6820 First Bank Credit Card Encumbrance	0.00	0.00	4,000.00	4,000.00	4,000.00	0.00

① Legal fees - Roberson Haworth + Reese, Fox Rothschild LLP

② Covanaugh Macdonald - OPEB reporting - GASB Statement No. 15

02/29/23  
15:49:59

TOWN OF JAMESTOWN, NC  
Budget vs. Actual Report  
For the Accounting Period: 1 / 23

Page: 2 of 12  
Report ID: B100B

10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
<b>Account Total:</b>		<b>56,193.58</b>	<b>438,001.50</b>	<b>34,176.68</b>	<b>472,178.18</b>	<b>819,700.00</b>	<b>347,521.82</b>
4900 PLANNING DEPARTMENT EXPENDITURES							
1000	SALARIES AND WAGES	7,608.00	46,991.60	0.00	46,991.60	111,000.00	64,008.40
1003	LONGEVITY PAY	0.00	695.00	0.00	695.00	750.00	55.00
1009	FICA EXPENSE	586.13	3,674.87	0.00	3,674.87	8,550.00	4,875.13
1010	RETIREMENT EXPENSE	924.36	5,715.34	0.00	5,715.34	13,500.00	7,784.66
1011	HEALTH INSURANCE EXPENSE	1,764.20	9,703.10	0.00	9,703.10	21,600.00	11,896.90
1012	FLEX & PR TIME ADMIN FEES	0.00	54.00	90.00	144.00	500.00	356.00
1014	WORKER'S COMPENSATION	0.00	340.92	0.00	340.92	500.00	159.08
1017	401K EXPENSE	417.62	2,518.34	0.00	2,518.34	5,550.00	3,031.66
2100	DEPARTMENT SUPPLIES	29.48	605.09	32.00	637.09	3,500.00	2,862.91
2200	FOOD AND PROVISIONS	0.00	112.49	0.00	112.49	750.00	637.51
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00
2520	FUELS - GAS & OIL	63.50	304.25	0.00	304.25	500.00	195.75
2600	OFFICE SUPPLIES	0.00	75.47	0.00	75.47	2,000.00	1,924.53
2900	ASSETS NOT CAPITALIZED	0.00	1,408.93	0.00	1,408.93	4,500.00	3,091.07
3100	TRAVEL	0.00	7.00	0.00	7.00	2,500.00	2,493.00
3150	CONFERENCE FEES AND SCHOOLS	15.00	1,279.00	0.00	1,279.00	3,000.00	1,721.00
3200	COMMUNICATIONS	201.13	1,261.54	924.56	2,186.10	4,100.00	1,913.90
3400	PRINTING	0.00	0.00	0.00	0.00	1,250.00	1,250.00
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	500.00	500.00
3700	MARKETING / ADVERTISING	1,877.07	2,969.96	7,250.04	10,220.00	20,000.00	9,780.00
3800	DATA PROCESSING SERVICES	626.26	2,618.73	3,581.27	6,200.00	6,200.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	119.00	131.00	250.00	250.00	0.00
3950	DUES AND SUBSCRIPTIONS	54.98	3,811.61	329.88	4,141.49	5,000.00	858.51
3980	MISCELLANEOUS EXPENSE	0.00	47.00	0.00	47.00	500.00	453.00
4400	SERVICE & MAINTENANCE CONTRACTS	0.00	0.00	0.00	0.00	700.00	700.00
4500	INSURANCE AND BONDING	0.00	193.29	0.00	193.29	300.00	106.71
4990	OTHER CONTRACTED SERVICES	6,401.00	27,526.44	32,335.08	59,861.52	70,000.00	10,138.48
4991	Telecommunications Contracted	0.00	0.00	7,500.00	7,500.00	7,500.00	0.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	2,500.00	2,500.00
<b>Account Total:</b>		<b>20,588.73</b>	<b>112,032.97</b>	<b>53,173.83</b>	<b>165,206.80</b>	<b>299,000.00</b>	<b>133,793.20</b>
5000 BUILDING & GROUNDS EXPENDITURES							
2100	DEPARTMENT SUPPLIES	279.60	2,659.43	521.81	3,181.24	8,000.00	4,818.76
2140	SEED and SOD	0.00	800.00	0.00	800.00	800.00	0.00
2141	CHEMICALS	197.50	197.50	0.00	197.50	500.00	302.50
2142	FERTILIZER AND LIME	197.50	497.50	0.00	497.50	600.00	102.50
2144	MULCH & PINE NEEDLES	0.00	0.00	0.00	0.00	2,500.00	2,500.00
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	0.00	0.00	0.00	2,500.00	2,500.00
2900	ASSETS NOT CAPITALIZED	0.00	0.00	0.00	0.00	7,500.00	7,500.00
3200	COMMUNICATIONS	169.06	1,061.81	858.19	1,920.00	2,000.00	80.00
3300	UTILITIES	2,089.94	9,667.86	3,833.61	13,501.47	30,000.00	16,498.53
3350	Water Utilities	32.06	119.62	0.00	119.62	500.00	380.38
3500	REPAIRS AND MAINTENANCE	0.00	2,818.75	1,876.58	4,695.33	50,000.00	45,304.67
3940	LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	500.00	500.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4300	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	200.00	200.00
4400	SERVICE & MAINTENANCE CONTRACTS	2,466.70	24,016.83	12,812.30	36,829.13	40,000.00	3,170.87

③ Code Enforcement Fees - Alliance Code Enforcement

10 GENERAL FUND

Account Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
4500 INSURANCE AND BONDING	0.00	16,107.76	0.00	16,107.76	22,000.00	5,892.24
4990 OTHER CONTRACTED SERVICES	606.72	25,867.72	1,037.00	26,904.72	42,000.00	15,095.28
5800 CAPITAL OUTLAY - BUILDINGS &	0.00	22,690.00	10,200.00	32,890.00	352,500.00	319,610.00
9700 CONTINGENCY	0.00	0.00	0.00	0.00	4,000.00	4,000.00
<b>Account Total:</b>	<b>6,059.08</b>	<b>106,504.78</b>	<b>31,139.49</b>	<b>137,644.27</b>	<b>566,600.00</b>	<b>428,955.73</b>
5100 PUBLIC SAFETY EXPENDITURES						
4910 SHERIFF CONTRACT (4)	128,318.74	219,544.36	0.00	219,544.36	550,000.00	330,455.64
4911 Sheriff Off Duty - Town events	0.00	1,872.00	4,628.00	6,500.00	6,500.00	0.00
4912 Sheriff off-duty for non-profit	0.00	1,068.00	0.00	1,068.00	2,500.00	1,432.00
4920 ANIMAL CONTROL CONTRACT (5)	2,510.00	5,020.00	5,020.00	10,040.00	14,000.00	3,960.00
<b>Account Total:</b>	<b>130,828.74</b>	<b>227,504.36</b>	<b>9,648.00</b>	<b>237,152.36</b>	<b>573,000.00</b>	<b>335,847.64</b>
5300 FIRE EXPENSES						
2500 VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00
3500 REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3956 Fire Inspection Fees (6)	2,887.50	2,887.50	0.00	2,887.50	12,000.00	9,112.50
3980 MISCELLANEOUS EXPENSE	0.00	59.44	0.00	59.44	300.00	240.56
4900 PINECROFT SEDGSFIELD FIRE CONTRACT	0.00	649,615.44	0.00	649,615.44	866,154.00	216,538.56
4990 OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	9,000.00	9,000.00
9700 CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
<b>Account Total:</b>	<b>2,887.50</b>	<b>652,562.38</b>	<b>0.00</b>	<b>652,562.38</b>	<b>889,954.00</b>	<b>237,391.62</b>
5600 STREET MAINTENANCE EXPENDITURES						
2100 DEPARTMENT SUPPLIES	0.00	196.91	530.00	718.91	6,000.00	5,281.09
2400 CONSTRUCTION & REPAIR SUPPLIES	0.00	774.35	6,000.00	6,774.35	8,000.00	1,225.65
2500 VEHICLE SUPPLIES	0.00	1,997.53	0.00	1,997.53	7,000.00	5,002.47
2520 FUELS - GAS & OIL	1,341.21	4,637.15	0.00	4,637.15	6,000.00	1,362.85
2900 ASSETS NOT CAPITALIZED	0.00	284.44	3,234.50	3,533.99	20,000.00	16,466.01
3300 UTILITIES	4,357.43	46,308.44	0.00	46,308.44	160,000.00	73,691.56
3500 REPAIRS AND MAINTENANCE	0.00	1,097.27	0.00	1,097.27	9,000.00	6,902.73
3940 LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	500.00	500.00
3955 Permit Fees	0.00	860.00	0.00	860.00	1,100.00	240.00
3980 MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	100.00	100.00
4300 EQUIPMENT RENTAL	0.00	219.08	219.08	540.00	540.00	0.00
4400 SERVICE & MAINTENANCE CONTRACTS	171.50	1,176.50	1,983.50	3,160.00	5,600.00	2,440.00
4500 INSURANCE AND BONDING	0.00	0.00	0.00	0.00	1,200.00	1,200.00
4980 STORMWATER FEES	0.00	5,605.00	0.00	5,605.00	6,000.00	395.00
4990 OTHER CONTRACTED SERVICES	649.55	22,998.40	13,745.75	36,744.15	75,000.00	38,255.85
5500 CAPITAL OUTLAY EQUIPMENT	0.00	8,432.79	0.00	8,432.79	8,500.00	67.21
9700 CONTINGENCY	0.00	0.00	0.00	0.00	460.00	460.00
<b>Account Total:</b>	<b>16,520.19</b>	<b>134,696.75</b>	<b>25,712.83</b>	<b>160,409.58</b>	<b>314,000.00</b>	<b>153,590.42</b>
5700 POWELL BILL						
4990 OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	300,000.00	300,000.00
<b>Account Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>300,000.00</b>	<b>300,000.00</b>

(4) Guilford County Sheriff contract payment - 10/22 - 12/22 (2nd qtr)  
 (5) Guilford County Animal Control Contract payment - 10/22 - 12/22 (2nd qtr)  
 (6) Fire Inspection Fees - 7/1/22 - 9/30/22 (1st qtr)

02/09/23  
15:49:59

TOWN OF JAMESTOWN, NC  
Budget vs. Actual Report  
For the Accounting Period: 1 / 23

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
5600 SANITATION EXPENDITURES							
1000	SALARIES AND WAGES	4,562.46	44,542.31	0.00	44,542.31	75,000.00	30,457.69
1003	LONGEVITY PAY	0.00	976.00	0.00	976.00	1,100.00	124.00
1009	FICA EXPENSE	334.44	3,420.45	0.00	3,420.45	10,000.00	6,579.55
1010	RETIREMENT EXPENSE	553.12	5,572.99	0.00	5,572.99	15,000.00	9,427.01
1011	HEALTH INSURANCE EXPENSE	1,730.88	11,434.00	0.00	11,434.00	32,500.00	21,066.00
1012	FLEX & PR TIME ADMIN FEES	0.00	48.00	96.00	144.00	500.00	356.00
1014	WORKER'S COMPENSATION	0.00	5,113.78	0.00	5,113.78	6,000.00	886.22
1017	401K EXPENSE	254.02	2,172.29	0.00	2,172.29	6,000.00	3,827.71
2100	DEPARTMENT SUPPLIES	114.96	1,052.77	118,350.50	119,403.27	258,000.00	138,596.73
2200	FOOD AND PROVISIONS	0.00	30.19	0.00	30.19	100.00	69.81
2500	VEHICLE SUPPLIES	1,513.03	5,948.54	1,063.00	7,011.54	12,000.00	4,988.46
2520	FUELS - GAS & OIL	1,478.78	14,775.30	15,587.55	30,362.85	35,000.00	4,637.15
3200	COMMUNICATIONS	132.45	633.90	166.10	800.00	1,200.00	400.00
3400	PRINTING	0.00	0.00	0.00	0.00	2,000.00	2,000.00
3500	REPAIRS AND MAINTENANCE	-1,513.03	4,273.39	0.00	4,273.39	6,000.00	1,726.61
3700	MARKETING / ADVERTISING	12,500.00	12,500.00	0.00	12,500.00	14,600.00	2,100.00
3900	DRUG TESTING & BACKGROUND CHECKS	133.00	319.00	681.00	1,000.00	1,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	7,548.26	32,843.23	43,253.14	76,096.37	74,500.00	-1,596.37
3945	Recycle Fees	8,209.18	49,255.08	65,744.92	115,000.00	115,000.00	0.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	200.00	200.00
4300	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	500.00	500.00
4500	INSURANCE AND BONDING	0.00	2,560.98	0.00	2,560.98	2,500.00	-60.98
4990	OTHER CONTRACTED SERVICES	4,688.56	28,695.42	31,719.59	60,415.01	72,000.00	11,584.99
5400	CAPITAL OUTLAY - MOTOR VEHICLES	9,135.30	443,876.30	4,250.00	448,126.30	463,000.00	14,873.70
5500	CAPITAL OUTLAY EQUIPMENT	0.00	41,981.00	0.00	41,981.00	42,000.00	19.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Account Total:</b>		<b>51,315.41</b>	<b>712,024.92</b>	<b>280,911.80</b>	<b>992,936.72</b>	<b>1,245,700.00</b>	<b>252,763.28</b>
6200 RECREATION EXPENDITURES							
1000	SALARIES AND WAGES	10,891.39	72,184.62	0.00	72,184.62	142,000.00	69,815.38
1003	LONGEVITY PAY	0.00	3,134.00	0.00	3,134.00	3,100.00	-34.00
1009	FICA EXPENSE	824.81	5,700.33	0.00	5,700.33	11,500.00	5,799.67
1010	RETIREMENT EXPENSE	1,335.45	9,217.98	0.00	9,217.98	18,000.00	8,782.02
1011	HEALTH INSURANCE EXPENSE	2,646.30	15,863.43	0.00	15,863.43	33,000.00	17,136.57
1012	FLEX & PR TIME ADMIN FEES	0.00	36.00	108.00	144.00	500.00	356.00
1014	WORKER'S COMPENSATION	0.00	2,045.51	0.00	2,045.51	3,000.00	954.49
1017	401K EXPENSE	543.58	3,529.75	0.00	3,529.75	7,100.00	3,570.25
2100	DEPARTMENT SUPPLIES	564.99	6,182.80	410.00	6,592.80	11,000.00	4,407.20
2140	SEED and SOD	0.00	1,240.00	0.00	1,240.00	2,000.00	760.00
2141	CHEMICALS	3,387.50	3,637.50	0.00	3,637.50	5,000.00	1,362.50
2142	FERTILIZER AND LIME	1,265.50	1,490.50	0.00	1,490.50	3,000.00	1,509.50
2143	IRRIGATION SUPPLIES	0.00	372.41	0.00	372.41	500.00	127.59
2144	MULCH & PINE NEEDLES	350.00	465.40	0.00	465.40	5,000.00	4,534.60
2145	TOPSOIL (Sand)	0.00	1,411.41	0.00	1,411.41	1,500.00	88.59
2200	FOOD AND PROVISIONS	0.00	35.67	0.00	35.67	50.00	14.33
2400	CONSTRUCTION & REPAIR SUPPLIES	41.78	1,742.29	0.00	1,742.29	3,000.00	1,257.71
2500	VEHICLE SUPPLIES	0.00	62.96	0.00	62.96	1,000.00	937.04
2520	FUELS - GAS & OIL	473.77	2,039.84	0.00	2,039.84	8,500.00	6,460.16
2550	EQUIPMENT SUPPLIES	290.67	1,523.02	0.00	1,523.02	2,500.00	976.98
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	300.00	300.00

*Reclass Expense*

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⑦ Bradley Personnel Inc- Temp employee  
⑧ Garbage truck tippers

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2900	ASSETS NOT CAPITALIZED	0.00	6,299.64	203.04	6,502.68	6,500.00	-2.68
3100	TRAVEL	0.00	324.31	0.00	324.31	1,000.00	675.69
3150	CONFERENCE FEES AND SCHOOLS	0.00	295.00	0.00	295.00	1,500.00	1,205.00
3200	COMMUNICATIONS	906.16	5,083.83	462.61	5,546.44	13,000.00	7,453.56
3300	UTILITIES	2,457.69	7,305.76	0.00	7,305.76	15,500.00	8,194.24
3350	Water Utilities	0.00	156.37	0.00	156.37	350.00	193.63
3500	REPAIRS AND MAINTENANCE	1,863.60	22,550.80	0.00	22,550.80	24,000.00	1,449.20
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	100.00	100.00
3600	DATA PROCESSING SERVICES	20.16	125.97	274.03	400.00	400.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	190.00	410.00	600.00	600.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	95.48	0.00	95.48	500.00	404.52
3950	DUES AND SUBSCRIPTIONS	0.00	345.00	712.50	1,057.50	1,500.00	442.50
3980	MISCELLANEOUS EXPENSE	0.00	57.45	0.00	57.45	500.00	442.55
3981	Special Events	0.00	6,620.25	2,300.00	8,920.25	12,000.00	3,079.75
4101	Library Services	0.00	96,000.00	0.00	96,000.00	119,500.00	23,500.00
4102	Recreation Services	0.00	0.00	0.00	0.00	20,000.00	20,000.00
4103	Culture/Historical Services	0.00	0.00	0.00	0.00	10,500.00	10,500.00
4300	EQUIPMENT RENTAL	1,855.14	16,071.26	7,178.93	23,250.19	24,680.00	1,429.81
4400	SERVICE & MAINTENANCE CONTRACTS	154.35	1,034.85	726.15	1,761.00	3,000.00	1,239.00
4500	INSURANCE AND BONDING	0.00	1,932.93	0.00	1,932.93	1,500.00	-432.93
4990	OTHER CONTRACTED SERVICES	2,680.00	4,400.63	0.00	4,400.63	4,300.00	-100.63
5700	CAPITAL OUTLAY - LAND IMPR -	0.00	7,556.00	0.00	7,556.00	223,325.00	215,769.00
5800	CAPITAL OUTLAY - BUILDINGS &	750.00	12,750.00	2,250.00	15,000.00	315,000.00	300,000.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Account Total:</b>		<b>33,302.84</b>	<b>321,110.95</b>	<b>15,035.26</b>	<b>336,146.21</b>	<b>1,060,805.00</b>	<b>724,658.79</b>
6300	GOLF COURSE MAINTENANCE						
1000	SALARIES AND WAGES	29,178.82	217,905.93	0.00	217,905.93	410,000.00	192,094.07
1003	LONGEVITY PAY	0.00	6,139.00	0.00	6,139.00	6,200.00	61.00
1009	FICA EXPENSE	2,117.48	16,546.65	0.00	16,546.65	32,000.00	15,453.35
1010	RETIREMENT EXPENSE	3,575.59	27,434.01	0.00	27,434.01	47,000.00	19,565.99
1011	HEALTH INSURANCE EXPENSE	6,174.70	43,237.27	0.00	43,237.27	76,000.00	32,762.73
1012	FLEX & PR TIME ADMIN FEES	0.00	30.00	12.00	72.00	650.00	578.00
1013	RETIREE HEALTH INSURANCE EXPENSE	220.32	1,542.24	0.00	1,542.24	10,800.00	9,257.76
1014	WORKER'S COMPENSATION	0.00	3,750.11	0.00	3,750.11	5,000.00	1,249.89
1015	Unemployment Compensation	0.00	1,012.11	0.00	1,012.11	6,000.00	4,987.89
1017	401K EXPENSE	1,458.88	10,828.90	0.00	10,828.90	20,000.00	9,171.10
2100	DEPARTMENT SUPPLIES	335.11	4,737.62	301.00	5,038.62	11,900.00	5,961.38
2140	SEED and SOD	0.00	1,117.96	0.00	1,117.96	8,000.00	6,882.04
2141	CHEMICALS	22,289.60	37,305.42	1,262.00	38,567.42	45,000.00	6,432.58
2142	FERTILIZER AND LIME	0.00	3,616.75	0.00	3,616.75	30,000.00	26,383.25
2143	IRRIGATION SUPPLIES	0.00	3,524.96	0.00	3,524.96	7,000.00	3,475.04
2144	MULCH & PINE NEEDLES	1,662.50	1,662.50	0.00	1,662.50	6,000.00	4,337.50
2145	TOPSOIL (Sand)	0.00	1,564.79	0.00	1,564.79	16,000.00	14,435.21
2155	TEE AND GREEN SUPPLIES	0.00	277.00	0.00	277.00	5,000.00	4,723.00
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	200.00	200.00
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	0.00	0.00	0.00	2,500.00	2,500.00
2500	VEHICLE SUPPLIES	0.00	19.74	0.00	19.74	700.00	680.26
2520	FUELS - GAS & OIL	900.61	13,267.07	20,359.83	33,626.90	35,000.00	1,373.10
2550	EQUIPMENT SUPPLIES	94.22	13,645.09	7,170.65	20,815.74	30,000.00	9,184.26
2600	OFFICE SUPPLIES	0.00	11.36	0.00	11.36	1,500.00	1,488.64

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⑨ Concrete around drinking fountain @ Park + Tree work @ Wrenn Miller  
⑩ Chemicals for golf course



10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2900	ASSETS NOT CAPITALIZED	859.98	985.13	0.00	985.13	8,000.00	7,014.87
3100	TRAVEL	0.00	2,138.66	0.00	2,138.66	3,000.00	861.34
3150	CONFERENCE FEES AND SCHOOLS	0.00	505.00	0.00	505.00	1,550.00	1,045.00
3200	COMMUNICATIONS	700.16	4,419.68	1,950.32	6,370.00	7,700.00	1,330.00
3300	UTILITIES	1,214.08	6,756.70	1,677.44	8,434.14	20,000.00	11,565.86
3350	Water Utilities	0.00	156.37	0.00	156.37	400.00	243.63
3500	REPAIRS AND MAINTENANCE	48.40	1,287.90	1,821.33	3,109.23	10,000.00	6,890.77
3800	DATA PROCESSING SERVICES	54.49	346.43	453.57	800.00	800.00	0.00
3805	Subscription Fees	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3900	DRUG TESTING & BACKGROUND CHECKS	67.00	67.00	1,433.00	1,500.00	1,500.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	164.87	1,331.35	435.08	1,766.43	1,800.00	33.57
3950	DUES AND SUBSCRIPTIONS	95.00	3,610.73	0.00	3,610.73	5,800.00	2,189.27
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4300	EQUIPMENT RENTAL	1,548.58	36,130.49	26,351.19	62,481.68	63,900.00	1,418.32
4400	SERVICE & MAINTENANCE CONTRACTS	51.45	3,320.55	202.05	3,522.60	4,000.00	477.40
4500	INSURANCE AND BONDING	394.00	6,540.29	0.00	6,540.29	10,000.00	3,459.71
4990	OTHER CONTRACTED SERVICES	0.00	2,646.00	0.00	2,646.00	7,000.00	4,354.00
5500	CAPITAL OUTLAY EQUIPMENT	0.00	55,843.85	383,269.64	439,113.49	641,859.00	2,745.51
5700	CAPITAL OUTLAY - LAND IMPR -	0.00	0.00	0.00	0.00	260,000.00	260,000.00
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	1,460.00	2,160.00	3,620.00	248,200.00	244,580.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	2,000.00	2,000.00	2,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	2,200.00	2,200.00
<b>Account Total:</b>		<b>73,205.84</b>	<b>536,722.61</b>	<b>450,889.10</b>	<b>987,611.71</b>	<b>1,912,759.00</b>	<b>925,147.29</b>
6301	GOLF SHOP EXPENDITURES						
1000	SALARIES AND WAGES	19,310.47	165,972.22	0.00	165,972.22	315,000.00	149,027.78
1003	LONGEVITY PAY	0.00	3,615.00	0.00	3,615.00	3,700.00	85.00
1009	FICA EXPENSE	1,489.89	13,085.41	0.00	13,085.41	24,500.00	11,414.59
1010	RETIREMENT EXPENSE	1,944.48	14,424.03	0.00	14,424.03	25,000.00	10,575.97
1011	HEALTH INSURANCE EXPENSE	3,526.51	24,685.57	0.00	24,685.57	44,000.00	19,314.43
1012	FLEX & PR TIME ADMIN FEES	0.00	0.00	0.00	0.00	1,800.00	1,800.00
1013	RETIRE HEALTH INSURANCE EXPENSE	3,088.08	6,302.70	0.00	6,302.70	10,800.00	4,497.30
1014	WORKER'S COMPENSATION	0.00	1,090.94	0.00	1,090.94	1,500.00	409.06
1017	401K EXPENSE	746.54	5,540.45	0.00	5,540.45	9,800.00	4,259.55
2100	DEPARTMENT SUPPLIES	175.88	4,360.88	874.97	5,235.85	10,500.00	5,264.15
2101	Grill Supplies	221.81	2,174.51	3,465.49	5,640.00	7,500.00	1,860.00
2156	RANGE SUPPLIES	244.11	3,863.62	0.00	3,863.62	7,000.00	3,136.38
2200	FOOD AND PROVISIONS	144.99	144.99	0.00	144.99	400.00	255.01
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	77.50	0.00	77.50	1,000.00	922.50
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00
2520	FUELS - GAS & OIL	0.00	0.00	0.00	0.00	500.00	500.00
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	1,000.00	1,000.00
2700	GOLF INVENTORY FOR RESALE	0.00	25,794.28	2,356.99	28,151.27	55,000.00	26,848.73
2705	Golf Special Orders - Purchases	92.23	4,861.48	0.00	4,861.48	10,000.00	5,138.52
2710	CONCESSION INVENTORY RESALE	788.74	18,071.13	16,796.57	34,867.70	34,000.00	-867.70
2715	Food purchased not in inventory	952.49	9,010.99	5,358.99	14,369.98	17,500.00	3,130.02
2900	ASSETS NOT CAPITALIZED	0.00	203.05	203.05	406.10	2,500.00	2,093.90
3100	TRAVEL	0.00	0.00	0.00	0.00	500.00	500.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3200	COMMUNICATIONS	917.32	5,809.50	3,865.50	9,675.00	11,200.00	1,525.00
3300	UTILITIES	1,256.12	8,166.86	1,167.51	9,334.37	18,000.00	8,665.63

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
3350	Water Utilities	0.00	156.42	0.00	156.42	350.00	193.58
3400	PRINTING	0.00	128.00	0.00	128.00	400.00	272.00
3500	REPAIRS AND MAINTENANCE	91.70	2,101.70	0.00	2,101.70	5,000.00	2,898.30
3700	MARKETING / ADVERTISING	60.40	422.80	302.00	724.80	10,000.00	9,275.20
3800	DATA PROCESSING SERVICES	938.51	4,941.59	5,058.41	10,000.00	10,000.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	294.00	1,706.00	2,000.00	2,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	204.48	1,569.33	1,272.24	2,841.57	3,200.00	350.43
3950	DUSS AND SUBSCRIPTIONS	0.00	609.00	0.00	609.00	2,500.00	1,891.00
3955	Permit Fees	0.00	120.00	0.00	120.00	200.00	80.00
3960	BANK AND MERCHANT FEES	580.71	13,255.33	8,244.67	21,500.00	25,000.00	3,500.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	250.00	250.00
4300	EQUIPMENT RENTAL	155.61	1,261.89	801.26	2,063.15	2,500.00	436.85
4310	GOLF CART RENTALS	5,327.28	45,957.58	20,773.44	66,731.02	69,200.00	2,468.98
4311	SALES AND USE TAX PAID	444.96	13,314.54	0.00	13,314.54	19,000.00	5,685.46
4400	SERVICE & MAINTENANCE CONTRACTS	1,309.32	8,881.44	6,677.40	15,558.84	17,000.00	1,441.16
4500	INSURANCE AND BONDING	0.00	8,698.19	0.00	8,698.19	10,000.00	1,301.81
4990	OTHER CONTRACTED SERVICES	0.00	21,322.67	36,289.00	57,611.67	65,500.00	7,888.33
5700	CAPITAL OUTLAY - LAND IMPR -	0.00	59,080.00	0.00	59,080.00	60,000.00	920.00
	<b>Account Total:</b>	<b>44,012.63</b>	<b>499,369.59</b>	<b>115,213.49</b>	<b>614,583.08</b>	<b>916,300.00</b>	<b>301,716.92</b>
8000	Debt Service						
7100	DEBT PRINCIPAL PAYMENTS	0.00	78,482.97	0.00	78,482.97	158,800.00	80,317.03
7200	DEBT INTEREST PAYMENTS	0.00	6,382.13	0.00	6,382.13	13,000.00	6,617.87
	<b>Account Total:</b>	<b>0.00</b>	<b>84,865.10</b>	<b>0.00</b>	<b>84,865.10</b>	<b>171,800.00</b>	<b>86,934.90</b>
9600	OTHER FINANCING USES						
9600	TRANSFERS TO OTHER FUNDS	6,821.33	106,894.05	0.00	106,894.05	367,985.00	261,090.95
	<b>Account Total:</b>	<b>6,821.33</b>	<b>106,894.05</b>	<b>0.00</b>	<b>106,894.05</b>	<b>367,985.00</b>	<b>261,090.95</b>
	<b>Account Group Total:</b>	<b>456,849.63</b>	<b>4,007,344.63</b>	<b>1,045,223.77</b>	<b>5,052,568.40</b>	<b>9,611,903.00</b>	<b>4,559,334.60</b>
	<b>Fund Total:</b>	<b>456,849.63</b>	<b>4,007,344.63</b>	<b>1,045,223.77</b>	<b>5,052,568.40</b>	<b>9,611,903.00</b>	<b>4,559,334.60</b>

(11)

(11) To transfer \$.02 of tax collections for January 2023

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11 General Capital Reserve Fund

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
3000					
3831 INVESTMENT EARNINGS	7.62	31.09	40.00	5.91	78 %
3981 TRANSFER FROM GENERAL FUND	(1) 6,821.33	105,909.05	126,000.00	20,090.95	84 %
Account Group Total:	6,828.95	105,940.14	126,040.00	20,099.86	84 %
Fund Total:	6,828.95	105,940.14	126,040.00	20,099.86	84 %

① To transfer \$.02 of tax collections for 1/2/2023

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11 General Capital Reserve Fund

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
9600	OTHER FINANCING USES						
	9600 TRANSFERS TO OTHER FUNDS	0.00	18,884.07	0.00	18,884.07	126,040.00	107,155.93
	<b>Account Total:</b>	<b>0.00</b>	<b>18,884.07</b>	<b>0.00</b>	<b>18,884.07</b>	<b>126,040.00</b>	<b>107,155.93</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>18,884.07</b>	<b>0.00</b>	<b>18,884.07</b>	<b>126,040.00</b>	<b>107,155.93</b>
	<b>Fund Total:</b>	<b>0.00</b>	<b>18,884.07</b>	<b>0.00</b>	<b>18,884.07</b>	<b>126,040.00</b>	<b>107,155.93</b>

TOWN OF JAMESTOWN, NC  
Statement of Revenue Budget vs Actuals  
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30 WATER AND SEWER

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
3000					
3345 INSPECTION AND PERMIT FEES	0.00	742.42	3,400.00	2,657.58	22 %
3710 UTILITY CHARGE - WATER	76,051.07	552,433.65	959,000.00	405,566.35	59 %
3720 UTILITY CHARGE - SEWER	123,394.50	861,424.74	2,600,000.00	1,738,575.26	33 %
3741 Meter Fee	0.00	2,400.00	500.00	-1,900.00	480 %
3742 System Development Fees to be transferred	0.00	9,000.00	0.00	-9,000.00	** %
3743 System Admin / Installation fee	0.00	700.00	100.00	-600.00	700 %
3745 Connection Fees - Water and Sewer	600.00	5,601.50	10,000.00	4,398.50	56 %
3750 NONPAYMENT / RECONNECTION FEES	1,750.00	12,284.40	20,000.00	7,715.60	61 %
3755 Return Check Fees	50.00	400.00	200.00	-200.00	200 %
3760 LATE FEES	1,380.00	12,560.00	20,000.00	7,440.00	63 %
3765 CREDIT CARD ADMINISTRATION FEES	52.43	434.50	600.00	165.50	72 %
3831 INVESTMENT EARNINGS	29,588.40	137,912.14	70,000.00	-67,912.14	197 %
3839 MISCELLANEOUS REVENUES	0.00	135.13	200.00	64.87	68 %
3987 TRANSFER FROM RANDLEMAN CAPITAL RESERVE FUND	0.00	0.00	118,500.00	118,500.00	0 %
3988 TRANSFER FROM WATER SEWER CAPITAL RESERVE	0.00	0.00	1,000,000.00	1,000,000.00	0 %
3992 NET POSITION APPROPRIATED	0.00	0.00	3,765,285.00	3,765,285.00	0 %
<b>Account Group Total:</b>	<b>232,866.40</b>	<b>1,596,028.48</b>	<b>8,566,785.00</b>	<b>6,970,756.52</b>	<b>19 %</b>
<b>Fund Total:</b>	<b>232,866.40</b>	<b>1,596,028.48</b>	<b>8,566,785.00</b>	<b>6,970,756.52</b>	<b>19 %</b>

① Increase in interest rates



30 WATER AND SEWER

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
7100	WATER AND SEWER						
1000	SALARIES AND WAGES	57,276.61	404,361.06	0.00	404,361.06	800,000.00	395,638.94
1003	LONGEVITY PAY	0.00	13,633.00	0.00	13,633.00	15,500.00	1,867.00
1009	FICA EXPENSE	4,384.18	31,957.36	0.00	31,957.36	63,000.00	31,042.64
1010	RETIREMENT EXPENSE	6,959.10	50,786.12	0.00	50,786.12	100,000.00	49,213.88
1011	HEALTH INSURANCE EXPENSE	10,581.42	69,890.79	0.00	69,890.78	144,000.00	74,109.22
1012	FLEX & PR TIME ADMIN FEES	0.00	150.00	282.00	432.00	1,600.00	1,168.00
1013	RETIREE HEALTH INSURANCE EXPENSE	1,366.99	9,510.37	0.00	9,510.37	21,600.00	12,089.63
1014	WORKER'S COMPENSATION	0.00	7,500.23	0.00	7,500.23	9,000.00	1,499.77
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	500.00	500.00
1017	401K EXPENSE	2,793.50	19,662.51	0.00	19,662.51	40,000.00	20,337.49
1019	PROFESSIONAL SERVICES	0.00	8,587.50	8,912.50	17,500.00	17,500.00	0.00
2100	DEPARTMENT SUPPLIES	1,383.74	15,587.92	4,659.27	20,247.19	30,000.00	9,752.81
2105	WATER METERS	0.00	13,329.00	16,656.00	29,985.00	30,000.00	15.00
2200	FOOD AND PROVISIONS	112.72	627.69	0.00	627.69	1,000.00	372.31
2400	CONSTRUCTION & REPAIR SUPPLIES	2,896.63	19,922.71	3,836.75	23,759.46	33,000.00	9,240.54
2500	VEHICLE SUPPLIES	455.61	3,317.50	0.00	3,317.50	7,500.00	4,182.50
2520	FUELS - GAS & OIL	2,573.23	16,348.02	48,651.98	65,000.00	65,000.00	0.00
2550	EQUIPMENT SUPPLIES	167.46	6,083.38	0.00	6,083.38	8,000.00	1,916.62
2600	OFFICE SUPPLIES	47.56	360.70	0.00	360.70	2,000.00	1,639.30
2750	PURCHASE OF WATER	22,576.02	134,055.73	135,714.96	269,770.69	375,000.00	105,229.31
2755	Water Transmission Fees	2,204.01	10,961.66	0.00	10,961.66	27,500.00	16,538.34
2900	ASSETS NOT CAPITALIZED	0.00	6,885.45	203.05	7,088.50	25,000.00	17,911.50
3100	TRAVEL	0.00	0.00	0.00	0.00	2,500.00	2,500.00
3150	CONFERENCE FEES AND SCHOOLS	570.00	3,729.45	2,310.00	6,039.45	7,500.00	1,460.55
3200	COMMUNICATIONS	2,364.67	14,331.98	10,023.02	24,355.00	35,000.00	10,645.00
3300	UTILITIES	1,348.20	8,307.05	2,282.11	10,589.16	16,000.00	5,410.84
3350	Water Utilities	16.03	109.69	0.00	109.69	500.00	390.31
3400	PRINTING	404.63	2,441.29	2,058.71	4,500.00	7,000.00	2,500.00
3500	REPAIRS AND MAINTENANCE	12,250.00	19,242.25	3,300.00	22,542.25	40,000.00	17,457.75
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3800	DATA PROCESSING SERVICES	1,741.77	9,564.41	11,435.59	21,000.00	21,000.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	144.00	365.00	935.00	1,300.00	1,300.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	4,000.00	4,000.00
3950	DUES AND SUBSCRIPTIONS	0.00	3,717.55	0.00	3,717.55	6,000.00	2,282.45
3955	Permit Fees	962.50	2,907.50	0.00	2,907.50	5,000.00	2,092.50
3960	BANK AND MERCHANT FEES	1,397.81	9,307.93	3,897.69	13,205.62	20,000.00	6,794.38
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	1,500.00	1,500.00
4300	EQUIPMENT RENTAL	294.51	1,830.55	1,277.67	3,108.22	15,000.00	11,891.78
4400	SERVICE & MAINTENANCE CONTRACTS	2,440.87	27,877.68	16,084.70	43,962.38	50,000.00	6,037.62
4401	KCB11 Fees	105.85	1,042.60	1,623.15	2,665.75	3,000.00	334.25
4500	INSURANCE AND BONDING	0.00	24,913.08	0.00	24,913.08	30,000.00	5,086.92
4950	LAB TESTING	500.00	2,386.42	6,613.58	9,000.00	9,000.00	0.00
4960	SEWER TREATMENT	-1,840.25	237,850.91	0.00	237,850.91	821,500.00	583,649.09
4990	OTHER CONTRACTED SERVICES	4,815.95	85,671.71	116,674.29	202,346.00	630,380.00	428,034.00
4995	ENGINEERING FEES NOT CAPITALIZED	0.00	3,820.00	17,680.00	21,500.00	22,000.00	500.00
5400	CAPITAL OUTLAY - MOTOR VEHICLES	0.00	60,371.88	574.12	60,946.00	60,000.00	-946.00
5500	CAPITAL OUTLAY EQUIPMENT	0.00	110,262.79	287.00	110,549.79	158,500.00	47,950.21
5900	CAPITAL OUTLAY - WATER IMPROVEMENTS	18,950.10	53,933.77	0.00	53,933.77	400,000.00	346,966.23
5910	CAPITAL OUTLAY - SEWER IMPROVEMENTS	18,950.10	18,950.10	0.00	18,950.10	3,550,000.00	3,531,949.90

①  
②  
③  
Color Control Payments

- ① Repair water line break at Dillon Road - Dillon + Griffith Enterprises
- ② Bridge Safety Inspection - Mattem + Craig  
Cavanaugh McDonald - OPEB reporting - GASB statement No. 25
- ③ Brecc Enterprises - Water + Sewer Service @ Wrenn miller

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30 WATER AND SEWER

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
6800	OPERATING PAYMENTS TO REGIONAL	0.00	45,332.18	0.00	45,332.18	48,000.00	2,667.82
6801	DEBT PAYMENTS TO PIEDMONT TRIAD	59,187.81	118,375.56	0.00	118,375.56	119,000.00	624.44
6810	Payments for Odor Control Project	1,840.25	12,881.75	0.00	12,881.75	23,000.00	10,118.25
6820	First Bank Credit Card Encumbrance	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00
7100	DEBT PRINCIPAL PAYMENTS	0.00	25,001.66	0.00	25,001.66	50,005.00	25,003.34
7200	DEBT INTEREST PAYMENTS	0.00	3,252.10	0.00	3,252.10	6,300.00	3,047.90
9600	TRANSFERS TO OTHER FUNDS	0.00	462,616.00	0.00	462,616.00	582,100.00	119,484.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	3,000.00	3,000.00
<b>Account Total:</b>		<b>240,423.58</b>	<b>2,212,113.53</b>	<b>416,973.14</b>	<b>2,629,086.67</b>	<b>8,566,785.00</b>	<b>5,937,698.33</b>
<b>Account Group Total:</b>		<b>240,423.58</b>	<b>2,212,113.53</b>	<b>416,973.14</b>	<b>2,629,086.67</b>	<b>8,566,785.00</b>	<b>5,937,698.33</b>
<b>Fund Total:</b>		<b>240,423.58</b>	<b>2,212,113.53</b>	<b>416,973.14</b>	<b>2,629,086.67</b>	<b>8,566,785.00</b>	<b>5,937,698.33</b>

④ Piedmont Triad Regional Water Authority - March 2023  
Debt Service Payment

⑤ Odor Control Payment

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TOWN OF JAMESTOWN, NC  
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60 RANDLEMAN RESERVOIR CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
3000					
3831 INVESTMENT EARNINGS	① 1,953.64	9,412.51	100.00	-9,312.51	*** %
3986 TRANSFER FROM ENTERPRISE FUNDS	0.00	32,100.00	32,100.00	0.00	100 %
3992 NET POSITION APPROPRIATED	0.00	0.00	86,300.00	86,300.00	0 %
Account Group Total:	1,953.64	41,512.51	118,500.00	76,987.49	35 %
Fund Total:	1,953.64	41,512.51	118,500.00	76,987.49	35 %

① Increase in interest rates

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60 RANDLEMAN RESERVOIR CAPITAL RESERVE FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
7130	RANDLEMAN RESERVOIR						
	9600 TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	118,500.00	118,500.00
	Account Total:	0.00	0.00	0.00	0.00	118,500.00	118,500.00
	Account Group Total:	0.00	0.00	0.00	0.00	118,500.00	118,500.00
	Fund Total:	0.00	0.00	0.00	0.00	118,500.00	118,500.00

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TOWN OF JAMESTOWN, NC  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 1 / 23

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Report ID: 8110

61 WATER AND SEWER CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
3000					
3831 INVESTMENT EARNINGS	① 119.90	577.93	10.00	-567.93	*** %
3986 TRANSFER FROM ENTERPRISE FUNDS	0.00	430,516.00	550,000.00	119,464.00	78 %
3992 NET POSITION APPROPRIATED	0.00	0.00	449,990.00	449,990.00	0 %
<b>Account Group Total:</b>	<b>119.90</b>	<b>431,093.93</b>	<b>1,000,000.00</b>	<b>568,906.07</b>	<b>43 %</b>
<b>Fund Total:</b>	<b>119.90</b>	<b>431,093.93</b>	<b>1,000,000.00</b>	<b>568,906.07</b>	<b>43 %</b>
<b>Grand Total:</b>	<b>2,013,205.74</b>	<b>7,613,820.03</b>	<b>19,423,228.00</b>	<b>11,809,407.97</b>	<b>39 %</b>

① increase in interest rates



02/09/23  
15:49:59

TOWN OF JAMESTOWN, NC  
Budget vs. Actual Report  
For the Accounting Period: 1 / 23

Page: 12 of 12  
Report ID: 81003

61 WATER AND SEWER CAPITAL RESERVE FUND

Account Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0						
9600 OTHER FINANCING USES						
9600 TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00
Account Total:	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00
Account Group Total:	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00
Fund Total:	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00
Grand Total:	697,273.21	6,238,342.23	1,462,196.91	7,700,539.14	19,423,228.00	11,722,688.86

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Golf report for January 2023

**AGENDA ITEM #:** II-E

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 0 Minutes

**DEPARTMENT:** Finance

**CONTACT PERSON:** Faith Wilson

**SUMMARY:**

Attached is the report for golf operations for January 2023.

Total revenues for the month of January 2023 were \$47,287 and operating expenditures were \$117,219. There were no Capital Outlay expenditures in January. Thus there was a net operating loss of \$69,932 for the month. In January 2022, there was an operating loss of \$95,610.

For the month of January 2023 there were 1,218 rounds played, and 248 rounds played in January 2022.

January 2023 had 13 bad weather days and no closed days.

The grill had a loss of \$4,286 for January 2023; in January 2022, the loss was \$7,725. For the current fiscal year-to-date the grill has a net loss of \$5,213; in 2022 (year to date), there was a net loss of \$8,222.

January was a better month for golf there were fewer bad weather days and more rounds played, which resulted in more revenue generated.

**ATTACHMENTS:** Golf report for January 2023

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:**

**FOLLOW UP ACTION NEEDED:**

FYE 6/30/23

	<u>January 2023</u>	<u>January 2022</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/23</u>	<u>YTD FYE 6/30/22</u>	<u>Variance</u>	<u>% Variance</u>
<b>Golf Course Operating Revenues</b>	47,287	9,306	37,981	408.13%	622,682	606,152	16,530	2.73%
<b>Golf Course Maintenance Expenditures (before capital outlay)</b>	73,206	59,049	14,157	23.98%	479,419	433,705	45,714	10.54%
<b>Golf Course Golf Shop Expenditures (before capital outlay)</b>	44,013	45,867	(1,854)	-4.04%	440,290	391,917	48,373	12.34%
<b>Net exp &lt; or &gt; rev before Capital Outlay</b>	(69,932)	(95,610)	25,678	-26.86%	(297,027)	(219,470)	(77,557)	
<b>Capital Outlay</b>	-	-	-		116,384	33,378	(83,006)	
<b>Net expenditures &lt; or &gt; revenues</b>	<u>(69,932)</u>	<u>(95,610)</u>	<u>25,678</u>	26.86%	<u>(413,411)</u>	<u>(252,848)</u>	<u>(160,563)</u>	-63.50%
<b>Golf Rounds Played (not including complimentary play)</b>	1,218	248			13,033	14,728		
<b>Bad Weather Days (1)</b>	13	24			49	58		
<b>Days closed for aerification, covered greens</b>	0	4			9	6		
<b>Golf course employees paid during the month:</b>								
Full-time positions	11	11						
Part-time hours	308	312						

(1) - Defined as rain, snow, 49 degrees or below, 95 degrees or above

**Revenues**  
**FYE 6/30/23**

	<u>January 2023</u>	<u>January 2022</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/23</u>	<u>YTD FYE 6/30/22</u>	<u>Variance</u>	<u>% Variance</u>
Greens	25,111	4,318	20,793	481.54%	323,947	309,597	14,350	4.64%
GolfNow Booking Fees	a. 45	-	45	100.00%	45	-	45	0.00%
Cart Rentals	12,277	2,695	9,582	355.55%	170,648	168,514	2,134	1.27%
Pull Carts	12	-	12	100.00%	151	159	(8)	-5.03%
Driving Range	3,296	576	2,720	472.22%	23,627	32,312	(8,685)	-26.88%
Sales - Golf Shop Inventory	2,275	486	1,789	367.97%	42,475	38,950	3,526	9.05%
Sales - Golf Shop Concessions	3,841	991	2,850	287.62%	57,484	54,441	3,043	5.59%
Golf Clubhouse Rental Fees and golf clubs	430	240	190	79.17%	4,305	2,180	2,125	97.48%
	b. <u>47,287</u>	<u>9,306</u>	<u>37,981</u>	408.13%	<u>622,682</u>	<u>606,152</u>	<u>16,530</u>	2.73%

**Variances:**

- a. GolfNow Booking Fees is a new revenue account created for bookings made on GolfNow.com
- b. Revenue is higher for January 2023 than compared to January 2022 due to fewer bad weather days and more rounds of golf played

**Jamestown Park Golf Course Operations  
Golf Maintenance Expenditures  
FYE 6/30/23**

	<u>January 2023</u>	<u>January 2022</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/23</u>	<u>YTD FYE 6/30/22</u>	<u>Variance</u>	<u>% Variance</u>
<b>Salaries &amp; Employee Benefits</b>	a. 42,726	40,549	2,177	5.37%	328,426	300,972	27,455	9.12%
<b>Supplies &amp; Materials</b>	b. 26,142	10,296	15,846	153.91%	81,735	69,438	12,298	17.71%
<b>Contractual Services</b>	c. 1,994	6,246	(4,252)	-68.07%	48,637	43,668	4,969	11.38%
<b>Other Operating Expenditures (utilities, communications, etc)</b>	<u>2,344</u>	<u>1,959</u>	<u>385</u>	19.67%	<u>20,620</u>	<u>19,627</u>	<u>993</u>	5.06%
<b>Total Exp before Capital Outlay</b>	<u>73,206</u>	<u>59,049</u>	<u>14,157</u>	23.97%	<u>478,419</u>	<u>433,705</u>	<u>45,714</u>	10.54%
<b>Capital Outlay</b>	<u>-</u>	<u>-</u>	<u>-</u>		<u>57,304</u>	<u>33,378</u>	<u>23,926</u>	71.68%
	<u><u>73,206</u></u>	<u><u>59,049</u></u>	<u><u>14,157</u></u>	23.97%	<u><u>536,723</u></u>	<u><u>467,083</u></u>	<u><u>69,640</u></u>	14.91%

**Variances:**

- a. additional holiday pay for holidays worked
- b. Chemicals for greens were purchased
- c. Timing of lease payments made

Jamestown Park Golf Course Operations  
 Golf Shop Expenditures  
 FYE 6/30/23

	<u>January 2023</u>	<u>January 2022</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/23</u>	<u>YTD FYE 6/30/22</u>	<u>Variance</u>	<u>% Variance</u>
<b>Salaries &amp; Employee Benefits</b>	a. 30,106	25,417	4,689	18.45%	234,716	220,633	14,083	6.38%
<b>Supplies &amp; Materials</b>	2,620	6,164	(3,544)	-57.49%	68,562	62,929	5,633	8.95%
<b>Contractual Services</b>	7,237	9,255	(2,018)	-21.80%	99,436	73,538	25,898	35.22%
<b>Other Operating Expenditures (utilities, communications, etc)</b>	<u>4,049</u>	<u>5,030</u>	<u>(981)</u>	<u>-19.50%</u>	<u>37,575</u>	<u>34,814</u>	<u>2,760</u>	<u>7.93%</u>
<b>Total Exp before Capital Outlay</b>	<u>44,013</u>	<u>45,867</u>	<u>(1,854)</u>	<u>-4.04%</u>	<u>440,290</u>	<u>391,914</u>	<u>48,375</u>	<u>12.34%</u>
<b>Capital Outlay</b>	<u>-</u>	<u>-</u>	<u>-</u>		<u>59,080</u>	<u>-</u>	<u>59,080</u>	
	<u>44,013</u>	<u>45,867</u>	<u>(1,854)</u>	<u>-4.04%</u>	<u>499,370</u>	<u>391,914</u>	<u>107,455</u>	<u>27.42%</u>

Variances:

- a. additional holiday pay for holidays worked



**Grill Operations  
FYE 6/30/23**

	<u>January 2023</u>	<u>YTD FYE 6/30/23</u>	<u>January 2022</u>	<u>YTD FYE 6/30/22</u>
Golf Shop Grill Revenues	3,841	57,484	991	54,441
Golf Shop Rental Revenue	<u>330</u>	<u>2,520</u>	<u>200</u>	<u>760</u>
	<u>4,171</u>	<u>60,004</u>	<u>1,191</u>	<u>55,201</u>
 Expenditures:				
Wages	a. 4,689	27,531	3,189	25,215
FICA	293	2,135	244	1,937
Benefits	1,513	10,770	1,470	10,690
Grill supplies	222	1,953	87	1,431
Food & beverage purchases	<u>1,741</u>	<u>25,341</u>	<u>1,415</u>	<u>24,150</u>
	<u>8,457</u>	<u>67,729</u>	<u>6,404</u>	<u>63,423</u>
	<u>(4,286)</u>	<u>(7,725)</u>	<u>(5,213)</u>	<u>(8,222)</u>

Variances:

a. additional holiday pay for holidays worked

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Budget Amendment #11

**AGENDA ITEM #:** II-F

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 0 Minutes

**DEPARTMENT:** Finance

**CONTACT PERSON:** Judy Gallman

**SUMMARY:**

This amendment will move budget \$ around in order to encumber new garbage truck. This amendment will also increase some revenue budget amounts - such as interest income in both funds, and will offset some of this increase in budget by increasing some expenditures (town hall renovations and a natural gas line installment) and water/sewer expenditures.

**ATTACHMENTS:** Budget Amendment #11

**RECOMMENDATION/ACTION NEEDED:** Approve Budget Amendment #11

**BUDGETARY IMPACT:** \$280,965 increased revenues, \$212,800 increased expenditures & \$68,165 decreased appropriated fund balance

**SUGGESTED MOTION:** Approve Budget Amendment #11

**FOLLOW UP ACTION NEEDED:**

**FYE 6/30/23  
BUDGET AMENDMENT #11**

**Fund 10:**

		<u>Debit</u>	<u>Credit</u>
a.	Capital Outlay - Vehicle	10-5800-5400	445,000.00
	Capital Outlay - Equipment	10-5800-5500	45,000.00
	Capital Outlay - Buildings	10-6200-5800	300,000.00
	Transfer to Penny Road sidewalk	10-9600-9600	190,000.00
	To budget to order new garbage truck		
b.	Capital outlay - Building (town hall)	10-5000-5800	131,500.00
	Capital outlay - Land Improvements (natural gas line)	10-6300-5700	35,000.00
	Interest Income	10-3831	95,000.00
	Sponsorships	10-3832	1,450.00
	Sales of Capital Assets	10-3835	3,250.00
	Ball Field Rentals	10-3841	7,950.00
	Powell Bill	10-3316	4,000.00
	Transfer from Grant Project Fund	10-3985	1,315.00
	Appropriated Fund Balance	10-3991	53,535.00

To increase budget for Town Hall renovations, budget for natural gas line to Rec Maintenance building, and to increase revenue budget items.

**Fund 30:**

Interest Income	30-3831		168,000.00
Construction & Repair Supplies	30-7100-2400	6,000.00	
Equipment Supplies	30-7100-2550	5,500.00	
Assets not Capitalized	30-7100-2900	4,800.00	
Repairs & Maintenance	30-7100-3500	20,000.00	
Other Contracted Services	30-7100-4990	10,000.00	
Net Position Appropriated	30-3992	121,700.00	

To increase budget for interest earned, due to much higher interest rates & to increase expenditures as needed. The balance will reduce Net Position Appropriated.

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Budget Amendment #12

**AGENDA ITEM #:** II-G

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 0 Minutes

**DEPARTMENT:** Finance

**CONTACT PERSON:** Judy Galiman

**SUMMARY:**

This amendment will adjust the budget for the E Main Street (Lydia) sidewalk capital project. This is based on allowable reimbursement amounts per NCDOT.

**ATTACHMENTS:** Budget Amendment #12 & Amended Capital Project Fund for the East Main Street Project

**RECOMMENDATION/ACTION NEEDED:** Approve Budget Amendment #12

**BUDGETARY IMPACT:** \$37,661 in revenues and expenditures budgets

**SUGGESTED MOTION:** Approve Budget Amendment #12

**FOLLOW UP ACTION NEEDED:**

**FYE 6/30/23**  
**BUDGET AMENDMENT #12**

		<u>Debit</u>	<u>Credit</u>
Grant Revenues - federal	17-3310	30,129.00	
Grant Revenues - state	17-3311	7,532.00	
Capital Outlay - land improvements	17-5600-5700		37,661.00

To adjust budget to amounts that are truly reimburseable from NCDOT

**CAPITAL PROJECT FUND -E. MAIN STREET (LYDIA) MUTLI-USE GREENWAY  
 SCHEDULE OF REVENUES, EXPENDITURES AND  
 CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
 FROM INCEPTION AND FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

Final  
amended

	Project Author- ization	Actual		Total to Date	Variance Positive (Negative)
		Prior Year	Current Year		
<b>Revenues:</b>					
Federal STP-EB funds	\$ 1,685,640	\$ 1,498,100	\$ 20,334	\$ 1,518,434	\$ (167,206)
NC DOT funds	421,410	374,526	5,083	379,609	(41,801)
	<u>\$ 2,107,050</u>	<u>\$ 1,872,626</u>	<u>\$ 25,417</u>	<u>\$ 1,898,043</u>	<u>\$ (209,007)</u>
<b>Expenditures:</b>					
Capital outlay - land impr-reimbursable	2,107,050	1,872,626	25,417	1,898,043	209,007
Capital outlay - land impr-non-reimbursable	236,008	222,939	4,164	227,103	8,905
Total expenditures	<u>2,343,058</u>	<u>2,095,565</u>	<u>29,581</u>	<u>2,125,146</u>	<u>217,912</u>
Revenues under expenditures	<u>(236,008)</u>	<u>(222,939)</u>	<u>(4,164)</u>	<u>(227,103)</u>	<u>8,905</u>
<b>Other financing sources:</b>					
Transfer from General Fund	<u>236,006</u>	<u>236,008</u>	<u>-</u>	<u>236,008</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 13,089</u>	<u>(4,164)</u>	<u>\$ 8,905</u>	<u>\$ 8,905</u>
<b>Fund balance:</b>					
Beginning of year, July 1			<u>44,398</u>		
End of year, June 30			<u>\$ 40,234</u>		

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

---

**ITEM ABSTRACT:** Presentation of Resolution to Sharen Apple for her retirement

**AGENDA ITEM #:** IV

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

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**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 5 Minutes

**DEPARTMENT:** Administration

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

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**SUMMARY:**

Sharen Apple, Accounting Manager/Human Resources, has announced that she will retire from the Town in January. She has been an amazing employee and an invaluable asset to the Town. The Town would like to present her with a resolution to honor her service and wish her well on her future endeavors.

---

**ATTACHMENTS:** Resolution honoring Sharen Apple, Accounting Manager/HR, for her retirement

**RECOMMENDATION/ACTION NEEDED:** N/A

**BUDGETARY IMPACT:** N/A

**SUGGESTED MOTION:** N/A

**FOLLOW UP ACTION NEEDED:** N/A



*Settled 1752*  
**JAMESTOWN**  
NORTH CAROLINA

**RESOLUTION HONORING SHAREN APPLE, ACCOUNTING MANAGER/HUMAN RESOURCES, ON HER RETIREMENT**

**WHEREAS**, on the occasion of her retirement on January 27, 2023, it is fitting and proper to recognize Sharen Apple for her tireless dedication to the Town of Jamestown with her more than 16 years of service; and

**WHEREAS**, her work ethic, attention to detail, customer service skills, and capabilities led to her assuming countless tasks and allowed for the Town to run more smoothly and efficiently; and

**WHEREAS**, her loving demeanor and patient attitude has helped employees navigate complex issues, feel special on their birthdays, and feel supported during times of need; and

**WHEREAS**, Sharen has taken all of her responsibilities very seriously, especially her duty to provide employees access to a variety of M&M's at all times; and

**WHEREAS**, she was always happy to help Town staff and Council with technology issues big and small; and

**WHEREAS**, her punctuality was unrivaled, however, her insatiable need for speed was undoubtedly a contributing factor; and

**WHEREAS**, Town Hall will not be the same without her, and the decaf coffee pot will be wholly abandoned; and

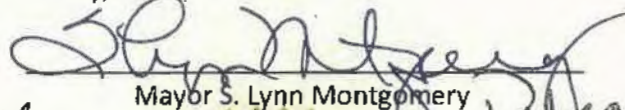
**WHEREAS**, the positive impacts that Sharen has made to the Town of Jamestown through her public service and her value to the Town cannot be measured; and

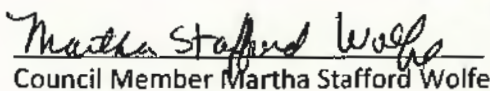
**WHEREAS**, after 16 years of tireless service and sacrifice, now is the time for Sharen to spend her time with her family and beloved grandchildren without regard for what may come on Monday morning.

**NOW, THEREFORE**, I, Lynn Montgomery, Mayor of the Town of Jamestown, and the Town Council, do hereby express our deep appreciation to Sharen Apple for her distinguished years of service and do extend our best wishes in the next chapter of her life.

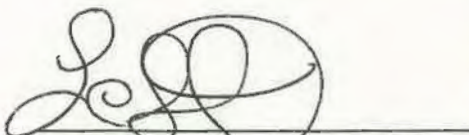
**BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be entered into the official minute book of the Town of Jamestown to stand as tribute to the work and service of Sharen Apple.

Adopted this 17<sup>th</sup> day of January, 2023.

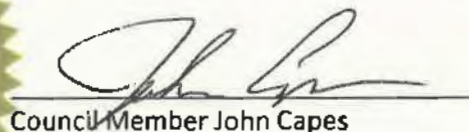
  
Mayor S. Lynn Montgomery

  
Council Member Martha Stafford Wolfe

  
Council Member Rebecca Mann Rayburn

  
Council Member Lawrence Straughn  
P.O. Box 848  
Jamestown, NC 27282



  
Council Member John Capes

Tel: (336) 454-1138  
Fax: (336) 886-3504



**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

---

**ITEM ABSTRACT:** Presentation of Resolution Honoring Mary Browning

**AGENDA ITEM #:** V

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

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**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 5 Minutes

**DEPARTMENT:** Administration

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

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**SUMMARY:**

Mary Browning dedicated her life to preserving the history of Jamestown. She brought awareness to our community through her many publications and tireless service. The Town of Jamestown is happy to present a Resolution to David Browning, her grandson, in honor of her life's work.

---

**ATTACHMENTS:** Resolution Honoring Mary Browning

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:**

**FOLLOW UP ACTION NEEDED:**



### RESOLUTION HONORING MARY BROWNING

**WHEREAS**, Mary Browning was undeniably a treasure to the Jamestown community; and

**WHEREAS**, her efforts to research and transcribe the history of the area is unrivaled and we are all indebted to her for her life's work; and

**WHEREAS**, she was an early member of the Historic Jamestown Society and her dedication to encouraging historical preservation in the area led to a yearly tradition of awarding the Mary A. Browning Historic Preservation Award to those that shared her mission; and

**WHEREAS**, she was a multi-faceted and extraordinarily talented woman that used her incredible research and writing skills to bring awareness to others about the community she loved through her many publications; and

**WHEREAS**, Mary Browning was not only a gifted historian, but also a wonderful mentor that was always willing to help those that wanted a deeper understanding of our community; and

**WHEREAS**, she has touched the lives of all those lucky enough to know her through her sharp wit, sense of humor, and generous spirit.

**NOW THEREFORE, BE IT RESOLVED**, I, Lynn Montgomery, Mayor of the Town of Jamestown, and the Town Council do hereby express our great appreciation for Mary Browning for the dedication of her time and talents to our community.

**BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be spread upon the pages of the official minutes of the Town of Jamestown to stand as a tribute to Mary Browning.

Adopted this the 21<sup>st</sup> day of February, 2023.

---

Mayor S. Lynn Montgomery



**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** 2023-24 Biennium Legislative Goals with NCLM

**AGENDA ITEM #:** VI

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** Feb. 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 30 min.

**DEPARTMENT:** Administration

**CONTACT PERSON:** Matthew Johnson, Town Manager

**SUMMARY:**

One of the NC League of Municipalities' (NCLM) most important responsibilities is representing the municipal viewpoint before the General Assembly, the U.S. Congress, and administrative rule-making authorities.

To effectively lobby and advocate for what's in the best interest for cities, towns, and their residents, our Public and Government Affairs staff works directly with legislators, government agencies and employees, and other policymakers to ensure that municipal officials are involved in the process of setting policies and rules affecting municipal operations.

After a lengthy, member-driven process to set Municipal Legislative Goals for the 2023-24 biennium, NCLM has now begun efforts toward achieving these goals. On the attached pages, you will find the Legislative Goals and talking points about each.

Each year at the NC General Assembly, a number of bills are filed that would have major and often damaging effects on municipal authority. NCLM staff and members typically spend substantial time each session working to stop or lessen the effects of these legislative proposals, or others which have major impact on municipalities but do not fall under the subject matter areas approved as a part of NCLM's Legislative Goals. Often, these pieces of legislation instead run contrary to the League's Core Municipal Principles.

Town staff has invited Erin Wynia, Director of Government Affairs, and Jordan Cansler, Legislative Counsel, from the NCLM to update our Town Council and the citizens of Jamestown on the current issues before our General Assembly that will be of interest to municipalities such as ours.

**ATTACHMENTS:** NCLM 2023-24 Legislative Goals

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:**

**FOLLOW UP ACTION NEEDED:**



# 2023-24 NCLM Legislative Goals

## **RESILIENT INFRASTRUCTURE**

**Create an adequate and permanent funding stream for local infrastructure.**

- *Infrastructure – including roads, water, sewer, stormwater, parks and beaches – is critical to economic development and job creation.*
- *Many cities in the state are growing, creating a constant need for investment to keep pace with population growth; many cities and towns also have aging infrastructure that must be replaced.*
- *Creating more permanent funding streams for local infrastructure, such as a dedicated tax source, would allow for better planning to meet needs.*

**Expand state transportation funding streams for construction and maintenance for municipal and state-owned secondary roads.**

- *Current Powell Bill and other state funding is not adequate to address transportation needs, particularly as they affect municipal and state-owned secondary roads.*
- *In many cities and towns, major commuting corridors are not receiving the level of investment needed to keep pace with traffic.*
- *More investment is needed for these roads if existing residents are to embrace business and residential growth.*

**Allow municipalities to use local resources and capabilities to expand broadband access in their communities through innovative partnerships.**

- *Slow and unreliable internet service threatens educational and professional opportunities, and the economic future of entire communities.*
- *Municipalities own existing infrastructure – including dark fiber, towers and electric poles – that could be utilized in innovative partnerships and assist in making broadband service more affordable.*
- *Failure to utilize local government assistance and assets will continue to create digital gaps that have real-world consequences for North Carolinians.*

**Expand incentives that encourage regionalization of water and sewer, as well as other municipal services, when appropriate.**

- *A number of municipal water and sewer systems continue to financially struggle with deferred maintenance needs.*
- *These challenges came about largely due to population and job losses in rural areas, leading to an erosion of taxpayer and ratepayer bases.*
- *While legislators and municipalities have begun to address these issues with the creation of the Viable Utility Reserve and the use of ARPA funding, state estimates show needs still exceed expenditures by several billion dollars.*

## **HEALTHY FINANCES**

### **Provide local revenue options beyond property tax.**

- *Roughly 40 percent of municipal general fund revenue is generated by local property taxes.*
- *Cities have little to no authority to raise significant revenue in other ways.*
- *A lack of diverse, local tax options can affect economic growth, as well as cause large swings in revenue based on economic changes.*

### **Expand incentives and funding for local economic development.**

- *Funding is simply inadequate in many cities and towns to encourage job growth.*
- *State grants and incentives are often targeted in ways that fail to assist the areas in greatest need of job creation.*
- *Maintaining or expanding funding for film tax credits, major industrial site development, downtown development and renewable energy tax credits helps cities and towns across the state.*

## **VIBRANT COMMUNITIES & NEIGHBORHOODS**

### **Expand federal and state resources for affordable housing.**

- *Housing affordability is a growing problem across North Carolina, affecting cities and towns of all sizes and people across different income levels.*
- *Increasingly, the lack of affordable housing acts as a major impediment to business and workforce recruitment.*
- *Ongoing state and federal revenue streams to address housing affordability are extremely limited, with much of the burden for solutions left with cities and towns.*

### **Revitalize vacant and abandoned properties with enhanced legal tools and funding.**

- *Abandoned and vacant properties, often the subject of so-called tangled titles, can affect the ability of communities to revitalize areas and improve economic conditions.*
- *The abandoned properties, with enhanced legal tools to help heirs clear up title issues and sell properties at market rates, could help address local housing needs.*
- *Many towns do not have the funding to adequately address abandoned properties.*

## **RACIAL EQUITY**

### **Enhance state systems and resources for local law enforcement officer recruitment, training, and retention.**

- *Municipalities across the state are facing law enforcement staffing shortages, in many cases severe shortages.*
- *State training resources are limited, and the cost of local law enforcement agencies to send recruits and existing officers to NC Justice Academy locations can be prohibitive.*
- *Grant writing assistance is one of several options that might provide better access to the large volume of federal law enforcement grant funding that is available.*

## **ADAPTIVE MUNICIPAL OPERATIONS**

### **Revise state contracting laws to better protect public entities from the effects of inflation.**

- *Labor and materials costs have been rising at a rapid rate, leaving municipalities with few options when project bids and costs exceed expectations.*
- *Additional flexibility regarding the contracting process could assist municipalities in protecting taxpayers from inflation and escalating costs.*
- *Without contracting law flexibility, projects can be delayed and costs can further increase.*

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

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**ITEM ABSTRACT:** Presentation of Annual Sheriff Department Report

**AGENDA ITEM #:** VII

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

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**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 10 Minutes

**DEPARTMENT:** Administration

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

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**SUMMARY:**

Captain Sansour from the Guilford County Sheriff's Department will present the annual law enforcement report. He will provide an update on crime in the area and compare the current numbers to last year's statistics.

---

**ATTACHMENTS:** None

**RECOMMENDATION/ACTION NEEDED:** N/A

**BUDGETARY IMPACT:** N/A

**SUGGESTED MOTION:** N/A

**FOLLOW UP ACTION NEEDED:** N/A

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

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**ITEM ABSTRACT:** Annual Fire Department Report

**AGENDA ITEM #:** VIII

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

---

**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 10 Minutes

**DEPARTMENT:** Administration

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

---

**SUMMARY:**

Derek Carson, Fire Chief, will present the annual report on behalf of Pinecroft Sedgefield Fire Department (Station 46). Carson will give Council an update on the calls that the Fire Department has received and compare those numbers to last year's statistics.

---

**ATTACHMENTS:** None

**RECOMMENDATION/ACTION NEEDED:** N/A

**BUDGETARY IMPACT:** N/A

**SUGGESTED MOTION:** N/A

**FOLLOW UP ACTION NEEDED:** N/A

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

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**ITEM ABSTRACT:** Consideration of Lease Agreement with PSFD for 6007 W. Gate City **AGENDA ITEM #:** IX-A

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

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**MEETING DATE:** Feb. 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 5 min.

**DEPARTMENT:** Administration

**CONTACT PERSON:** Matthew Johnson, Town Manager

---

**SUMMARY:**

The Town owns property at 6007 W. Gate City Blvd. and would like to enter into a long-term ground lease with Pinecroft Sedgefield Fire Dept. for future use of the property for a fire station. This item is still under review by both the Town Attorney and attorneys for PSFD. Staff respectfully requests a continuation of this item until the April 18, 2023, regular meeting without further advertisement in the Civic Center at Town Hall.

---

**ATTACHMENTS:** N/A

**RECOMMENDATION/ACTION NEEDED:** Staff recommends that Council continue their consideration of the lease to the April 18th meeting

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:** Move to continue the consideration of the space lease agreement with PSFD for the property located at 6007 W. Gate City Blvd. to the April 18th Town Council meeting at 6:00 pm in the Civic Center w/o further advertisement

**FOLLOW UP ACTION NEEDED:** N/A



**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

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**ITEM ABSTRACT:** Amended Audit Contract

**AGENDA ITEM #:** IX.B

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

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**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 5 Minutes

**DEPARTMENT:** Finance

**CONTACT PERSON:** Judy Gallman

---

**SUMMARY:**

This amended contract for FY22 audit is required by the Local Government Commission due to audit being completed after December 1. The date is the only item that has changed on the contract.

---

**ATTACHMENTS:**

**RECOMMENDATION/ACTION NEEDED:** Approve Amended Audit Contract with Forvis LLP for FY 2022

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:** Approve Amended Audit Contract for FY22

**FOLLOW UP ACTION NEEDED:** Mayor Montgomery to sign audit contract

---

Whereas	Primary Government Unit Town of Jamestown
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor FORVIS LLP

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/22	and originally due on	Audit Report Due Date 12/01/22
-----	--------------------------------	-----------------------	-----------------------------------

hereby agree that it is now necessary that the contract be modified as follows.

<input checked="" type="checkbox"/> Modification to date	Original due date 12/01/22	Modified due date 03/31/23
<input type="checkbox"/> Modification to fee	Original fee	Modified fee

Primary (choose 1)	Other (choose 0-2)	Reason(s) for Contract Amendment
<input type="radio"/>	<input type="checkbox"/>	Change in scope
<input type="radio"/>	<input type="checkbox"/>	Issue with unit staff/turnover
<input type="radio"/>	<input type="checkbox"/>	Issue with auditor staff/workload
<input type="radio"/>	<input type="checkbox"/>	Third-party financial statements not prepared by agreed-upon date
<input type="radio"/>	<input type="checkbox"/>	Unit did not have bank reconciliations complete for the audit period
<input type="radio"/>	<input type="checkbox"/>	Unit did not have reconciliations between subsidiary ledgers and general ledger complete
<input type="radio"/>	<input type="checkbox"/>	Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
<input type="radio"/>	<input type="checkbox"/>	Unit did not have information required for audit complete by the agreed-upon time
<input type="radio"/>	<input type="checkbox"/>	Delay in component unit reports
<input type="radio"/>	<input type="checkbox"/>	Software - implementation issue
<input type="radio"/>	<input type="checkbox"/>	Software - system failure
<input type="radio"/>	<input type="checkbox"/>	Software - ransomware/cyberattack
<input type="radio"/>	<input type="checkbox"/>	Natural or other disaster
<input checked="" type="radio"/>	<input type="checkbox"/>	Other (please explain)

**Plan to Prevent Future Late Submissions**

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Indicate NA if this is an amendment due to a change in cost only. The primary reason for the late submission in 2022 was due to the initial implementation of GASB 87. Future delays are not expected at this time.

**Additional Information**

Please provide any additional explanation or details regarding the contract modification.

**By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.**

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* FORVIS LLP	
Authorized Firm Representative* (typed or printed) John Frank	Signature* <i>John A. Frank</i>
Date* 2/15/23	Email Address john.frank@forvis.com

**GOVERNMENTAL UNIT**

Governmental Unit* Town of Jamestown	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
Date	Email Address

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

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***

*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer* <i>Judy Gallman</i>	Signature* <i>Judy Gallman</i>
Date of Pre-Audit Certificate* <i>2/21/23</i>	Email Address* <i>ygallman@jamestown-nc.gov</i>

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

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU	
N/A	
Date DPCU Governing Board Approved Amended Audit Contract (if required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

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

**DPCU – PRE-AUDIT CERTIFICATE**  
**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***  
*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Consideration of Award of Contract to DreamBuilt Const., Inc.

**AGENDA ITEM #:** X-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

**MEETING DATE:** Feb. 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 10 min.

**DEPARTMENT:** Administration

**CONTACT PERSON:** Matthew Johnson, Town Manager

**SUMMARY:**

The Town staff would like to recommend the award of contract for the construction of renovations at the Jamestown Town Hall to DreamBuilt Construction, Inc. in the amount of \$381,468.00. DreamBuilt Construction, Inc., was the lowest responsive responsible bidder. The contract in your packet has been reviewed by the Town Attorney, architect, and the contractor and all are in agreement that it is ready for signatures.

**ATTACHMENTS:** Contract with DreamBuilt Construction, Inc.

**RECOMMENDATION/ACTION NEEDED:** Approve the Town Manager and Finance Director to enter into a contract with DreamBuilt Const.

**BUDGETARY IMPACT:** \$381,468.00

**SUGGESTED MOTION:** Move to approve the contract with DreamBuilt Construction, Inc. in the amount of \$381,468.00 to complete renovations at Town Hall and authorize the Town Manager and Finance Director to execute all documents.

**FOLLOW UP ACTION NEEDED:** N/A



# AIA<sup>®</sup> Document A105<sup>™</sup> – 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the **thirteenth (13th)** day of **February**  
in the year **Two Thousand Twenty Three (2023)**  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

- iii **Town of Jamestown**
- iii **301 East Main Street**
- iii **Jamestown, NC 27282**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:  
*(Name, legal status, address and other information)*

- iii **DreamBuilt Construction Inc.**
- iii **105 Seldom Farm Lane**
- iii **Advance, NC 27006**
- xxx **336-671-9026**

for the following Project:  
*(Name, location and detailed description)*

- xxx **Town Hall**
- xxx **301 East Main Street**
- xxx **Jamestown, NC 27282**

**The project includes renovations to approximately 6,000 sq. ft. for offices to be used by the Town of Jamestown.**

The Architect:  
*(Name, legal status, address and other information)*

- iii **John P. Kennett, Jr.**
- iii **Freeman Kennett Architects**
- iii **1102 N. Main St., Suite 201**
- iii **336-869-3464**
- iii **kennett@freemankennett.com**

The Owner and Contractor agree as follows.

Init.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated \_\_\_\_\_, and enumerated as follows:

Drawings:

Number	Title	Date
T1.0	Cover	12-1-22
R1.0	Appendix B	12-1-22
R2.0	Life Safety Plan	12-1-22
D1.0	Demolition Plans	12-1-22
A1.0	Floor plan	12-27-22
A1.1	Door Details	12-27-22
A2.0	Reflected Ceiling Plan	12-1-22
M1.1	Mechanical Schedules	11-22-22
M2.0	Mechanical Demolition	11-22-22
M2.1	Mechanical Plan	11-22-22
E-1	HVAC Power	12-1-22
E-2	Power Plan	12-1-22
E-3	Lighting Plan	12-1-22

Init.

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Specifications: Section	Title	Pages
NA		

.3 addenda prepared by the Architect as follows:		
Number	Date	Pages
1	1-27-23	2

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
*(Insert the date of commencement if other than the date of this Agreement.)*

**Date of Commencement shall be upon receipt of Notice to Proceed from Architect**

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
*(Check the appropriate box and complete the necessary information.)*

- Not later than ( 120 ) calendar days from the date of commencement.
- By the following date:

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

**Three Hundred Eighty-One Thousand Four Hundred Sixty-Eight Dollars (S \$381,468.00)**



§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work	Value
<b>General Construction</b>	<b>\$239,800.00</b>
<b>Plumbing Construction</b>	<b>\$5,800.00</b>
<b>Mechanical Construction</b>	<b>\$52,818.00</b>
<b>Electrical Construction</b>	<b>\$15,800.00</b>
<b>Total</b>	<b>\$314,218.00</b>

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

<b>Alternate E-1: Replacement 2x4 LED Light Fixtures</b>	<b>\$10,250.00</b>
<b>Alternate E-2: Replacement 6" LED Recessed Can Light Fixtures</b>	<b>\$18,200.00</b>
<b>Alternate E-3: Replacement 4' Surface/Recessed LED Light Fixtures</b>	<b>\$9,200.00</b>

**See Exhibit A for Alternates A-1 and A-2**

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

*(Identify each allowance.)*

Item	Price
<b>Allowance 1: Wainscoting in specified areas</b>	<b>\$29,600.00</b>

§ 3.5 Unit prices, if any, are as follows:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
<b>See Exhibit B</b>		

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

**Fifteen (15) days after receipt of the monthly Application & Certificate for Payment**

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.  
(Insert rate of interest agreed upon, if any.)

%

## ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than **See 5.1.7** (\$ **See 5.1.7** ) each occurrence, **See 5.1.7** (\$ **See 5.1.7** ) general aggregate, and **See 5.1.7** (\$ **See 5.1.7** ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than **See 5.1.7** (\$ **See 5.1.7** ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than **See 5.1.7** (\$ **See 5.1.7** ) each accident, **See 5.1.7** (\$ **See 5.1.7** ) each employee, and **See 5.1.7** (\$ **See 5.1.7** ) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

### § 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

**Exhibit C - Certificate of Insurance**

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

Init.

**§ 5.5** Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

## **ARTICLE 6 GENERAL PROVISIONS**

### **§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### **§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### **§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### **§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

### **§ 6.5 Electronic Notice**

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

## **ARTICLE 7 OWNER**

### **§ 7.1 Information and Services Required of the Owner**

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

**§ 7.1.2** Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

**§ 7.1.3** Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### **§ 7.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### **§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the

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extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

#### **§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

### **ARTICLE 8 CONTRACTOR**

#### **§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 8.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

#### **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

#### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

#### **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### **§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

#### **§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

#### **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.



**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

**§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

**§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

**§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

**§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**§ 9.4** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

**§ 9.5** The Architect has authority to reject Work that does not conform to the Contract Documents.

**§ 9.6** The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 9.7** On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

#### ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

#### ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

#### ARTICLE 12 PAYMENTS AND COMPLETION

##### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

##### § 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

##### § 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold

certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

#### **§ 12.4 Progress Payments**

**§ 12.4.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

**§ 12.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

#### **§ 12.5 Substantial Completion**

**§ 12.5.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 12.5.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

**§ 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

### **ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 14.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

**§ 14.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## **ARTICLE 15 MISCELLANEOUS PROVISIONS**

### **§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### **§ 15.2 Tests and Inspections**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Architect requires additional testing, the Contractor shall perform those tests.

**§ 15.2.3** The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### **§ 15.3 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## **ARTICLE 16 TERMINATION OF THE CONTRACT**

### **§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### **§ 16.2 Termination by the Owner for Cause**

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§ 16.2.2** When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 16.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.



**§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
CONTRACTOR *(Signature)*

**Joseph A. Thurmond, Vice President**

\_\_\_\_\_  
*(Printed name and title)*

LICENSE NO.: **75480**

JURISDICTION:

## Exhibit A

<b>Alternate A-1: Renovation of Restrooms 119 and 120</b>	<b>\$73,390.00</b>	<b>Expires 6-30-23</b>
<b>Alternate A-2: Renovation of Restroom 101</b>	<b>\$23,800.00</b>	<b>Expires 6-30-23</b>

Exhibit B

BD-1

Unit Prices

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically notes. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the Contract Documents.

The following unit prices are submitted by the undersigned Bidder as a proposed basis for addition or deduction adjustments in the event contract changes in the work are required involving items described.

- Unit Price No. 1: Typical interior partition wall. (\$ 157, /LF)
- Unit Price No. 2: Typical door (DW-2) and frame (FH-1). (\$ 2810, /EA)
- Unit Price No. 3: Typical door (DW-3) and frame (FH-2). (\$ 3150, /EA)
- Unit Price No. 5: Light Fixture A and A.1. (\$ 350, /EA)
- Unit Price No. 6: Light Fixture B and B.1. (\$ 360, /EA)
- Unit Price No. 7: Light Fixture C and C.1. (\$ 325, /EA)
- Unit Price No. 9: Duplex Receptacle. (\$ 130, /EA)
- Unit Price No. 10: Duplex Receptacle GFI. (\$ 155, /EA)
- Unit Price No. 11: Wall box and conduit. (\$ 132, /EA)
- Unit Price No. 12 Exit emergency combo \$ 410, /EA
- Unit Price No. 13 Outdoor emergency \$ 304, /EA

BD-2

**Exhibit C**

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Request Special Town Council Meeting dates 3/23/23 and 4/14/23

**AGENDA ITEM #:** X-B

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

**MEETING DATE:** Feb. 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 10 min.

**DEPARTMENT:** Administration

**CONTACT PERSON:** Matthew Johnson, Town Manager

**SUMMARY:**

The Town staff would like to respectfully request that the Town Council set Special Called Meetings for the purposes of discussing the FY 23/24 Budget. These budget workshops would begin at 9am and run no later than 3pm. The Town staff would like to request that these meetings be held in the Civic Center at Town Hall to avoid conflicts with scheduling at the Golf Course.

**ATTACHMENTS:** N/A

**RECOMMENDATION/ACTION NEEDED:** Move to set Special Town Council meeting dates for 3/23/23 and 4/14/23.

**BUDGETARY IMPACT:** N/A

**SUGGESTED MOTION:** Move to set Special Town Council meeting dates for 3/23/23 and 4/14/23 at 9am in the Civic Center at Town Hall for the purposes of discussing the FY 23/24 Budget.

**FOLLOW UP ACTION NEEDED:** Clerk will advertise the meeting dates.

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Republic Services Recycling Agreement

**AGENDA ITEM #:** X-C

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 5 minutes

**DEPARTMENT:** Public Services

**CONTACT PERSON:** Paul Blanchard

**SUMMARY:**

The Town of Jamestown approved a new Ordinance for Solid Waste Collection for the Town of Jamestown on November 15, 2022. Many of the changes were based on the study and recommendations of Smith & Gardner Engineers. The changes to the ordinance included Town staff picking up solid waste in carts (toters) with automated trucks. Furthermore, the changes allow the Town collect recycling at the curb with Town staff, thereby creating a need to find a recycling facility to accept the materials. Staff spoke with local municipal facilities and commercial facilities. We recommend that the Town of Jamestown enter into a Recycling Processing Services Agreement with Republic Services.

**ATTACHMENTS:** Republic Services Recycling Agreement

**RECOMMENDATION/ACTION NEEDED:** Approve, deny, or recommend modifications to the agreement

**BUDGETARY IMPACT:** Currently funded in 10-5800-3945

**SUGGESTED MOTION:** Recommend the Town Manager sign the Republic Services Recycling Agreement.

**FOLLOW UP ACTION NEEDED:** Staff to contact the current recycler, and prepare to migrate to automated solid waste and recycling.

## RECYCLING PROCESSING SERVICES AGREEMENT

This Recycling Processing Services Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (“**Effective Date**”), by and between Town of Jamestown, North Carolina (“**Supplier**”), and Republic Services of North Carolina, LLC doing business as FCR Greensboro, LLC (“**Company**”).

### RECITALS

WHEREAS, Supplier desires that Company provide Services as defined herein at its recycling center(s) located at 706 Patton Ave, Greensboro, North Carolina (“**Facility**”) as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

### TERMS AND CONDITIONS

- Exhibits.** All Exhibits attached to the body of this Agreement are an integral part of the Agreement and are incorporated herein.

<b>Exhibit A</b>	Scope of Processing Services
<b>Exhibit B</b>	Pricing
<b>Exhibit C</b>	Facility Rules
- Term.** This Agreement begins on the Effective Date and expires twelve (12)-months thereafter (the “**Initial Term**”). This Agreement shall automatically renew for successive one (1) month periods (each a “**Renewal Term**”) unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be, or unless the Agreement is otherwise terminated in accordance with the terms hereof. The Initial Term and the Renewal Terms are collectively referred to herein as the “**Term**.”
- Termination for Breach.** If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days’ written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, Company shall complete (and Supplier shall pay for) the Services with respect to only those materials received on or before the termination effective date.
- Acceptable Material; Unacceptable Material; Services.** Supplier shall deliver to the Facility, in compliance with Exhibits A and C, all of the Acceptable Material Supplier receives or collects from Town of Jamestown (“**Town**”) “**Acceptable Material**” means the materials listed under the heading “Acceptable Material” in Exhibit A. Supplier will make reasonable efforts to eliminate the scavenging of Acceptable Material prior to delivery of such material to the Facility. “**Unacceptable Material**” means the materials listed under the heading “Unacceptable Material” in Exhibit A. Company will receive, process, and market all Acceptable Material delivered to the Facility by Supplier (“**Services**”).
- Title.** Supplier represents and warrants to Company that it has the legal right to deliver all materials it delivers to Company and for Company to take title thereto. Title to Acceptable Material delivered by Supplier shall pass to Company upon acceptance at the Facility. Title to and liability for Unacceptable Material shall never pass to Company.



6. Expected Tonnage. Supplier shall deliver all of the Acceptable Material it collects to the Facility, which the parties expect will be approximately 25 tons per month. If at any time Supplier's volume increases by more than 40% during any rolling three-month period, Company may invoke a cap on Supplier's monthly tonnage to ensure that the total inbound volume at the Facility does not exceed its processing capacity.
7. Right to Inspect; Unacceptable Load or Materials. Company shall have the right to inspect all inbound loads from Supplier after such loads are dumped on the tip floor at the Facility to ensure each load is free of significant trash, wet waste, hazardous waste, medical waste, or other Unacceptable Material. An "Unacceptable Load" means any delivery from Supplier that contains or appears to contain (a) by volume or weight more than twenty percent (20%) Unacceptable Material; (b) any amount of hazardous, toxic, radioactive, or similarly dangerous Unacceptable Material; or (c) any large or unsafe Unacceptable Materials. Company will provide notice to Supplier of its receipt of an Unacceptable Load pursuant to the Unacceptable Load Protocol set forth in Exhibit A. The Unacceptable Load Protocol also sets forth Company's options for managing Unacceptable Loads and/or Unacceptable Materials and the applicable fees.
8. Pricing; Reporting; Payment.
  - (a) Processing Fee. Supplier shall pay a processing fee to Company in the amount(s) set forth in Exhibit B for each ton of inbound material that it delivers to Company. The processing fee(s) shall be assessed to Supplier monthly and in arrears.
  - (b) Commodity Revenue. Company shall pay commodity revenue to Supplier each month equal to 50% of Supplier's Average Commodity Revenue up to the amount of Supplier's processing fees due for that month. "Average Commodity Revenue" (or "ACR") means, based on "Supplier's" Average Commodity Mix for SS volumes (as set forth in Exhibit B), the sum of the current month market values (set by the applicable Pricing Indicators for each commodity as identified in Exhibit B) including any negative commodity market values and Company's charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material ("Residue"). ACR will be calculated in arrears for the total tonnage of material received from Supplier each month. Any ACR that exceeds the processing fee(s) for that month shall be shared by the parties according to the percentages set forth in Exhibit B ("ACR Share").
  - (c) Reporting; Payment or Invoicing. Company will provide Supplier with a monthly report of the total tons received for the previous calendar month and the corresponding ACR calculation. For ease of billing, Company will net the processing fees and the ACR each month. If the ACR exceeds the processing fee(s), Company will remit payment to Supplier pursuant to the ACR Share set forth in Exhibit B. If the ACR is less than the processing fee(s), Company will issue an invoice to Supplier for the balance due on the processing fee(s).
  - (d) Payment. All processing fee payments shall be due and payable within thirty (30) days from the date of Supplier's invoice, at which time any unpaid invoices shall be considered past due. Interest shall accrue on all past due invoices at the rate of one-half percent (0.5%) per month from the date due until the date paid.
9. Rate Adjustments.
  - (a) Annual Adjustments. Company shall increase the processing fee(s) and Residue hauling and disposal charges on each anniversary of the Effective Date of this Agreement in an amount equal to the Consumer Price Index for All Urban Consumers (Water, Sewer, and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of



Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding. A thirty (30) day notice of any rate adjustment must be provided.

- (b) **Change in Law Adjustments.** Company may increase the processing fee(s) and Residue hauling and disposal charges from time to time as a result of increases in costs incurred by Company due to (i) changes in local, state, federal or international rules, ordinances, or regulations; or (ii) changes in taxes, fees or other governmental charges (other than income or real property taxes). Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.
  - (c) **Changes in Market Conditions.** If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) suspend or discontinue any or all Services, or (iii) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to Supplier accordingly. Any such actions, if taken, may be reversed, or further changed as market conditions dictate.
10. **Indemnification for Unacceptable Material.** Supplier shall, to the extent allowed by applicable law, indemnify, hold Company harmless, and promptly reimburse Company for all damages, losses, and expenses, including reasonable attorney's fees and federal, state, or local fines and penalties, resulting from the inclusion of any Unacceptable Material in any load delivered by Supplier to the Facility, regardless of any allegation that Company should have discovered the inclusion of such Unacceptable Material prior to accepting delivery of such load.
  11. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
  12. **Compliance with Laws.** Company warrants that the Services will be performed in a good, safe, and workmanlike manner, and in compliance with all applicable international, federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including any applicable requirements relating to protection of human health, safety, or the environment "Applicable Law". In the event any provision of this Agreement conflicts with an existing ordinance of the County, this Agreement shall control, and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
  13. **Insurance.** At all times during the term of this Agreement, Supplier shall maintain, and shall require its subcontractors to maintain, the following insurance coverages:

**Workers Compensation:**

Coverage A	Statutory
Coverage B – Employer's Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability:**

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage applies to all owned, non-owned, hired and leased Vehicles (including trailers) and must include MCS-90 Endorsement for pollution liability coverage

**Commercial General Liability:**

Bodily Injury/Property Damage	\$2,000,000 each occurrence
Combined – Single Limit	\$3,000,000 general aggregate (including products/completed Operations)

All policies required herein shall be written by insurance carriers with a rate of A.M. Bests of at least “A-“ and a financial size category of at least VIII. Supplier shall deliver a Certificate of Insurance evidencing the foregoing policies to Company before Supplier delivers any materials to the Facility. The certificate and the insurance policies required herein shall contain a provision that the coverage will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been provided to Supplier. Company shall be identified as an additional insured under all of the policies required above, except the Workers Compensation policy. Such policies shall be primary, and the insurance providers shall agree to waive their rights of subrogation against Company.

14. **Force Majeure.** “Force Majeure” means any act, event or condition materially and adversely affecting the ability of a party to perform a party’s fundamental purpose for entering into the Agreement or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (a) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (b) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (c) a strike, work slowdown, or similar industrial or labor action; (d) an order or judgment or other act of any federal, state, county or local court, administrative agency or governmental office or body; or (e) adoption or change (including a change in interpretation, enforcement or permit requirement) of any international, federal, state or local law or regulation after the Effective Date of this Agreement. Neither party shall be liable to the other for damages if such party’s performance is delayed or prevented due to a Force Majeure event. The affected party shall notify the other party of an event of Force Majeure as soon as commercially practicable. In the event of a delay in either party’s performance of its obligations hereunder for more than sixty (60) days due to Force Majeure, either party may, at any time thereafter, terminate this Agreement. In the event a Force Majeure event adversely affects Company’s costs of operation, including its profit margins, Company may increase the processing fee(s) and/or add an additional fee, even if only temporarily, to the extent necessary to offset the increase in such costs.
15. **Miscellaneous.** (a) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any recyclable materials. (c) Neither party shall assign this Agreement or delegate any responsibilities under this Agreement without the other party’s prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without Supplier’s consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company’s IP are granted to Supplier under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement

shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (j) Supplier and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**Town of Jamestown, North Carolina**

**Republic Services of North Carolina, LLC dba  
FCR Greensboro, LLC**

By:

By:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT A**

**SCOPE OF PROCESSING SERVICES**

1. **Material Stream(s)**. Supplier shall deliver or cause to be delivered to Company the following materials:

<input type="checkbox"/>	<b>Clean OCC</b>
<input type="checkbox"/>	<b>Commercial Single Stream</b>
<input checked="" type="checkbox"/>	<b>Residential Single Stream</b>
<input type="checkbox"/>	<b>Residential Dual Stream</b>
<input type="checkbox"/>	<b>Source Separated</b>

2. **Definitions**.

- (a) **“Clean OCC”** means clean (95% and greater) cardboard (loose or baled) which is Source Separated from all other materials and/or Residue.
- (b) **“Commercial Single Stream”** means loads collected from commercial, industrial and/or institutional customers comprised primarily of OCC (or as otherwise agreed in Exhibit B) and the remainder being other Acceptable Materials.
- (c) **“Residential Single Stream”** means loads collected from residential households comprised of commingled Acceptable Materials that are collected in a single collection container.
- (d) **“Residential Dual Stream”** means an inbound stream in which all recyclable paper and cardboard are collected and delivered to the Facility separate from all other Acceptable Materials from each residential household for whom Supplier collects Residential Dual Stream Recyclables.
- (e) **“Source Separated”** means a single type of Acceptable Material that is collected and delivered to the Facility and not mixed with any other type of Acceptable Material.

3. **Unacceptable Load Protocol**. The below **“Unacceptable Load Protocol”** details the processes the parties must follow when a load of Unacceptable Material is received by the Facility from Supplier or from Supplier’s hauler:

- (a) If Company determines that a load of material is unacceptable, Company will make a commercially reasonable effort to evidence the Unacceptable Material by taking photographs of the Unacceptable Load.
- (b) Company has sole discretion to determine whether it will continue to process the load at the regular Processing Fee rate and charge Supplier a contamination fee of \$75 per ton of delivered material, or dispose of the load or reject the load (and require Supplier to retrieve it) and charge Supplier for all costs incurred and/or fees assessed against Company resulting from Supplier’s delivery of the Unacceptable Load and/or Unacceptable Materials (including without limitation storage, reloading, clean-up, transportation, alternate disposal, NOV’s, etc.).



- (c) Company will make a commercially reasonable effort to conduct its visual inspection of each load while Supplier's driver is still on site. If a load is determined to be unacceptable, the driver will be notified immediately and will be advised whether the Unacceptable Load will be processed and assessed a contamination fee or rejected and must be removed from the Facility. If the driver is no longer at the Facility when such a determination is made, Company will provide telephonic notice to Supplier's contact on file.
- (d) Upon request of Company, Supplier will provide copies of the photographs taken of each Unacceptable Load.
4. Acceptable Material. All material must be empty, clean and dry. Supplier may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide Company with at least thirty (30) days' prior written notice of any such modifications.
- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
  - Ferrous Cans - soup, coffee cans, etc.
  - P.E.T. plastic containers with the symbol #1 - no microwave trays
  - H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
  - H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
  - Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
  - Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
  - Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
  - Kraft Paper Bags
  - Old Corrugated Containers (OCC) - no wax coated
  - Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
  - Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
  - Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)
  -
5. Unacceptable Material. Supplier may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide Company with at least thirty (30) days' prior written notice of any such modifications.
- Yard Waste
  - Styrofoam
  - Pizza Boxes, unless free of any food or grease residue
  - Food
  - Diapers
  - Clothing/textiles
  - Paper or OCC that is wet with more than 35% moisture.
  - Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
  - Plastic containers with #3, #4, #5, #6, or #7 on them or no # at all
  - Large Bulky rigid plastics, lawn furniture, toys, or other large items greater than a 2 gals.
  - Mirrors, window or auto glass, light bulbs, ceramics
  - Oil or antifreeze containers
  - Coat hangers, wires, ropes, chains, car parts
  - Paint cans, slug

- Medical Waste/Sharps, Latex gloves
- Chemical drums, gas cans, propane cylinders, exp
- Household items (such as appliances, toasters, cooking pots or pans, etc.)
- Car parts, and any other metal that is not a food container like a (Tin Can)
- Hard cover books
- Any other item that is not expressly included as an Acceptable Material

## EXHIBIT B

### PRICING

1. Processing Fees.

Residential Single Stream: \$125.00 per ton of material delivered to the Facility

2. Hauling & Disposal of Residue.

Rate: \$65.00 per ton

3. Annual Adjustments. The Processing Fee(s) and the rate for Hauling & Disposal of Residue are subject to annual adjustment as set forth in Section 9(a) of the Agreement.

4. Average Commodity Mix. Supplier's Average Commodity Mix is the average percentage of each commodity in each load of material delivered by Supplier. A material composition audit will be conducted within the first thirty (30) days of the Agreement to establish Supplier's Average Commodity Mix. Subsequent material composition audits will be conducted annually or more frequently at Company's discretion.

5. Pricing Indicators. The Pricing Indicators are the agreed-upon indices, references, market values, actual Facility costs, or charges assigned to each commodity or Residue each month. The most currently available Pricing Indicators will be used each month to value Supplier's commodities, except that Supplier's rate for the Hauling & Disposal of Residue will adjust only pursuant to Section 9 of the Agreement.

6. ACR Share. Company shall pay commodity revenue to Supplier each month equal to 50% of Supplier's ACR up to the amount of Supplier's processing fees due for that same month. Any ACR that exceeds the processing fees in a given month shall be shared as follows: 50% to Supplier and 50% to Company.

7. ACR Pricing Model. The below ACR Pricing Model(a) shall be used to document Supplier's Average Commodity Mix and the agreed upon Pricing Indicators for each Material Stream (as identified in Section 1 of Exhibit A) that will be received from Supplier. The Model shall also be used each month to report total tons received, current values associated with the Pricing Indicators and calculation of the ACR and ACR Share.



ACR PRICING MODEL

Low Example

**Material Value (Revenue) Base Pricing Model Example**

Customer: **Town of Jamestown**

**Low Example**

**Material Value October 2022**

**Material Type : Residential Single Stream**

**Monthly Tons: 25**

Commodity	Example Supplier Mix	(Example) Index	Grade	Monthly Rate based off referenced Index (10) 2022	Composite Tons	Index Value X Composition
OCC	18.00%	OBM - High Side	OCC	\$ 35.00	4.5	\$ 157.50
MIXED PAPER	34.00%	OBM - High Side	MP	\$ -	8.5	\$ -
PET	5.30%	Southeast Index	PETE	\$ 210.00	1.3	\$ 278.25
Natural HDPE	0.60%	Southeast Index	HDPEN	\$ 1,245.00	0.2	\$ 186.75
Pigment HDPE	2.10%	Southeast Index	HDPEC	\$ 205.00	0.5	\$ 107.63
Rigid Plastic	0.40%	Southeast Index	Rigid	\$ 40.00	0.1	\$ 4.00
GLASS	20.00%	Actual	Glass	\$ (65.00)	5.0	\$ (325.00)
Tin Cans	2.50%	Southeast Index	#10 cans	\$ 180.00	0.6	\$ 112.50
ALUMINUM (UBC)	1.20%	Southeast Index	UBC	\$ 1,450.00	0.3	\$ 435.00
Residue	15.90%	Haul & Disposal of Residue		\$ (65.00)	4.0	\$ (258.38)
	100.00%				25.0	\$ 698.25

<i>Rebate Summary</i>	
	Total "ACR" Value: \$ 698.25
	Tons: 25
	ACR Value of Stream (per/ton): \$ 27.93
	Processing Fee per ton: \$ 125.00
	50% Share: \$ 13.97
Contaminated Tons	Update Processing Fee: \$ 111.04
\$ 75.00 >>>>>>	Contamination Fee: \$ -
	<b>Invoice Amount: \$ 2,775.88</b>

ACR PRICING MODEL

High Example

**Material Value (Revenue) Base Pricing Model Example**

Customer: **Town of Jamestown**

**High Example**

**Material Value July 2022**

**Material Type : Residential Single Stream**

**Monthly Tons: 25**

Commodity	Example Supplier Mix	(Example) Index	Grade	Monthly Rate based off referenced Index (7) 2022	Composite Tons	Index Value X Composition
OCC	18.00%	OBM - High Side	OCC	\$ 155.00	4.5	\$ 697.50
MIXED PAPER	34.00%	OBM - High Side	MP	\$ 75.00	8.5	\$ 637.50
PET	5.30%	Southeast Index	PETE	\$ 680.00	1.3	\$ 901.00
Natural HDPE	0.60%	Southeast Index	HDPEN	\$ 950.00	0.2	\$ 142.50
Pigment HDPE	2.10%	Southeast Index	HDPEC	\$ 510.00	0.5	\$ 267.75
Rigid Plastic	0.40%	Southeast Index	Rigid	\$ 190.00	0.1	\$ 19.00
GLASS	20.00%	Actual	Glass	\$ (65.00)	5.0	\$ (325.00)
Tin Cans	2.50%	Southeast Index	#10 cans	\$ 185.00	0.6	\$ 115.63
ALUMINUM (UBC)	1.20%	Southeast Index	UBC	\$ 1,900.00	0.3	\$ 570.00
Residue	15.90%	Haul & Disposal of Residue		\$ (65.00)	4.0	\$ (258.38)
	100.00%				25.0	\$ 2,767.50

<i>Rebate Summary</i>	
	Total "ACR" Value: \$ 2,767.50
	Tons: 25
	ACR Value of Stream (per/ton): \$ 110.70
	Processing Fee per ton: \$ 125.00
	50% Share: \$ 55.35
Contaminated Tons	Update Processing Fee: \$ 69.65
\$ 75.00 >>>>>>	Contamination Fee: \$ -
	<b>Invoice Amount: \$ 1,741.25</b>

## **EXHIBIT C**

### **FACILITY RULES**

#### **Facility Hours of Operation:**

Monday through Friday:	7:00a.m. until 5:00p.m.
Saturday:	Closed
Holiday Closings:	New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day

If Supplier has a need to make deliveries to the Facility at times other than during the above-listed times, the parties may agree to alternative delivery times and pricing.

#### **Scale House Rules:**

1. All drivers shall approach the scale slowly.
2. All drivers shall report to the scale house operator and identify the origin of their load and the material type (Residential Single Stream, Residential Dual Stream, Commercial Single Stream, Source Separated, or Clean OCC).
3. All trucks and/or trailers must be weighed inbound and outbound, and all drivers must pick up a scale ticket.

#### **Tip Floor/Yard Rules:**

1. All drivers shall maintain safe speeds while traveling within the yard.
2. All drivers shall follow all posted signs indicating traffic pattern directions.
3. All drivers shall follow directions issued by the Facility's tip floor attendant or loader operator.
4. All drivers shall queue their vehicles only where directed by the floor attendant or scale operator.
5. Drivers shall not allow litter to be discharged from the body or cab of their trucks.
6. All drivers shall wait for operator's 'OK' to enter the tip floor before dumping.
7. If it is necessary to exit the vehicle only one person, the driver, or the helper, is allowed out of the vehicle at a time.
8. The following personal protective equipment must be worn whenever a driver or helper is outside of their vehicle:
  - (a) ANSI Class II high visibility vest
  - (b) Hard hat
  - (c) Safety glasses
9. When observing the off-loading of material, all drivers and/or helpers must stay within six (6) feet of their vehicle at all times.

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



**Council Members**  
Martha Stafford Wolfe, Mayor Pro Tem  
Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

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**ITEM ABSTRACT:** Manager Report

**AGENDA ITEM #:** XI-A

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

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**MEETING DATE:** February 21, 2023

**ESTIMATED TIME FOR DISCUSSION:** 5 Minutes

**DEPARTMENT:** Administration

**CONTACT PERSON:** Matthew Johnson, Town Manager

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**SUMMARY:**

The Manager Report is attached.

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**ATTACHMENTS:** Manager Report

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:**

**FOLLOW UP ACTION NEEDED:**

- I. Loose leaf collection began on Monday, Oct. 24<sup>th</sup> and will end on Friday, Feb. 24<sup>th</sup>. We have asked that residents have all leaves to the curb no later than the 21<sup>st</sup> to ensure pickup.
- II. The Town Council will continue their Budget Retreat process by hosting meetings on Thursday, March 23<sup>rd</sup> and Friday, April 14<sup>th</sup> at 9am in the Civic Center at Town Hall. The public is invited to attend.
- III. Goal 5.4 of the Council's Strategic Plan is to "Evaluate effectiveness of current solid waste collection & recycling services". Beginning the week of April 10<sup>th</sup>, the Town will move to a solid waste collection system utilizing trash cans. We will be sending out important notices to customers in the near future. We encourage residents to visit our website at [www.jamestowncandc-nc.gov](http://www.jamestowncandc-nc.gov) to find out important information about the changes coming. Please stay on the lookout for information coming to your mailbox in the near future.
- IV. Several major projects are currently underway or completed.
  - A. Golf Strategic Plan – This is complete and will be discussed with our Parks and Recreation Advisory Committee at their meeting on March 6, 2023. The consultants will be at the April 18, 2023, Council meeting to present information to the Council. (Council Strategic Plan Goal 5.7)
  - B. Golf Maintenance Building – Under construction (Council Strategic Plan Goal 5.6)
  - C. Wrenn Miller Park Bathrooms – bids came in over the budgeted amounts, so the project has been put on hold and will be placed back into the FY 23/24 budget to allow us to get past the Music in the Park series. (Goal 5.10)
  - D. Town Hall renovations – awards are anticipated at the Feb. 21, 2023, Council meeting. (Goal 5.5)
  - E. Golf Course bathrooms – We have been waiting for building permits from Guilford County Planning & Inspections. Once received, demolition will commence. (Goal 5.10)
- V. Music in the Park 2023 schedule has been completed and our lineup is available on our social media pages. More information on all of our events will be posted soon to our Facebook page. (Goal 3.1)