



Settled 1752
JAMESTOWN
NORTH CAROLINA

Regular Meeting of the Town Council
March 16, 2021
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 22, 2021 Special Meeting
 - B. Approval of minutes from the February 16, 2021 Regular Meeting
 - C. Approval & Sealing of Closed Session minutes from the February 16, 2021 Regular Meeting
 - D. Resolution Recognizing Arbor Day
 - E. Proclamation Vietnam Veterans Day
 - F. Proclamation Women's History Month
 - G. Appointment of Robert Coon as an ETJ Planning Board Alternate Member
 - H. Financial Position of the Town of Jamestown
 - I. Financial Position of the Jamestown Park & Golf Course
 - J. Notification of Advances
 - K. Budget Amendment #18
- III. **Public Comment**
- IV. **Old Business-**
 - A. Discussion about the Jamestown Park and Golf Course Master Plan Option B- Matthew Johnson, Assistant Town Manager/Director of Planning
- V. **New Business-**
 - A. Consideration of approval of the lowest responsive, responsible bidder for resurfacing contract & Budget Amendment #19- Paul Blanchard, Public Services Director/Judy Gallman, Finance Director
 - B. Consideration of approval of lease agreements with PNC- Judy Gallman, Finance Director
- VI. **Manager/Committee Reports-**
 - A. Manager Report
 - B. Council Member Committee Reports
 - C. High School Representative Report
- VII. **Public Comment**
- VIII. **Other Business**
- IX. **Adjournment**

Working Agenda for the March 16th Regular Town Council Meeting

Tentative Time Line	Agenda Item	Responsible Party	Action required by the Town Council
6:00 pm	I. Call to Order	Mayor Montgomery	Mayor Montgomery to call the meeting to order.
6:00 pm	A. Roll Call	K. Weiner	Weiner to take roll call.
6:00 pm	B. Pledge of Allegiance	Mayor Montgomery	Mayor Montgomery to lead everyone in the Pledge of Allegiance.
6:00 pm	C. Moment of Silence	Mayor Montgomery	Mayor Montgomery to call for a moment of silence
6:00 pm	D. Approval of Agenda	Mayor Montgomery	Mayor Montgomery to ask Council if there are any items that need to be added or deleted. Council Member makes a motion to approve the agenda. Council Member makes a second to the motion. Then vote.
6:05 pm	II. Consent Agenda		
6:05 pm	<ul style="list-style-type: none"> A. Approval of minutes from 1-22-21 Special Meeting B. Approval of minutes from the 2-16-21 Regular Meeting C. Approval & Sealing of Closed Session minutes from the 2-16-21 Regular Meeting D. Resolution Recognizing Arbor Day E. Proclamation Vietnam Veterans Day F. Proclamation Women's History Month G. Appointment of Robert Coon as an ETJ Planning Board Alternate Member H. Financial Position of the Town of Jamestown I. Financial Position of the Jamestown Park & GC J. Notification of Advances K. Budget Amendment #18 		Council Member makes a motion to approve the consent agenda. Council Member makes a second to the motion. Then vote.
6:05 pm	III. Public Comment		Please state your name and address and adhere to the 3 minute time limit
6:20 pm	IV. Old Business		
6:20 pm	A. Discussion about the Jamestown Park & GC Master Plan Option B	Call on M. Johnson	Johnson to present an update on the Jamestown Park & Golf Course Master Plan Option B.
6:30 pm	V. New Business		
6:30 pm	A. Consideration of approval of bidder for repaving & Budget Amendment #19	Call on P. Blanchard	Blanchard to recommend that Council approve the lowest responsive, responsible bid for a resurfacing contract. Blanchard may also request that Council approve Budget Amendment #19. Council Member makes a motion to approve the bid contract and Budget Amendment #19 (if necessary). Council Member makes a second to the motion. Then vote.
6:40 pm	B. Consideration of approval of lease agreements with PNC	Call on J. Gallman	Gallman to present an overview of PNC Lease Agreements. Gallman to request that Council approve the lease agreements. Council Member makes a motion to approve/deny the PNC lease agreement for the 72 golf carts and the lease agreement for the range picker and 2 utility carts and allow the Finance Director to enter into the leases. Council Member makes a second to the motion.
6:50 pm	VI. Manager/Committee Reports		
6:50 pm	A. Manager Report	Call on D. Treme	Treme to present the monthly Manager's Report to Town Council.
6:55 pm	B. Council Member Committee Reports	Mayor Montgomery	Mayor Montgomery to request that Council Members give reports for any Committees that they serve on.
7:00 pm	C. High School Rep. Report	Call on W. Scott	Scott to present his monthly High School Representative report to Council.
7:05 pm	VII. Public Comment		Please state your name and address and adhere to the 3 minute time limit

7:20 pm	VIII. Other Business		
7:25 pm	IX. Adjournment		Council Member makes a motion to adjourn. Council Member makes a second to the motion. Then vote.

Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

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: Approval of minutes from the January 22, 2021 Special Meeting

AGENDA ITEM #: II-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

Minutes from the January 22nd Special Town Council Meeting

ATTACHMENTS: Minutes from the January 22, 2021 Special 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

DRAFT

**Town Council Special Budget Meeting
January 22, 2021
9:00 am in the Clubhouse at the Jamestown Park & Golf Course
Minutes & General Account**

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

Staff Present: Dave Treme, Matthew Johnson, Katie Weiner, Judy Gallman, Paul Blanchard, Scott Coakley, & Ross Sanderlin

Visitors Present: Carol Brooks

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

- 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 would like to change, add, or delete any items on the agenda. There were no changes requested.

Council Member Straughn made a motion to approve the agenda for the January 22nd Special Meeting as presented. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

Introduction to Retreat-

- ClearGov Software Discussion- Gallman began the discussion by stating that staff had purchased ClearGov software to assist with the budgeting process. She stated that it would enable staff to create reports and graphs related to the budget. She noted that she was still learning how it worked, but it would allow for comparison between fiscal years. She added that it would also enable department heads to request certain projects to be added to the Capital Improvement Plan.

Council Member Straughn briefly discussed the cost of the software with Gallman.

- Non-Profit Funding Contracts- Gallman stated that she had asked the YMCA representative to provide more information about the number of Jamestown participants for the contracted services for the current fiscal year. She presented the statistics that the YMCA had provided her to Council. She added that she had not been given additional information by the JYL or the Historic Society.

Gallman spoke about the non-profit contracts for the 2021/2022 fiscal year. She noted that she could budget \$100,000 for contracted services which was the same amount as the previous year. She added that Council could determine which services they would like to be provided and then allow the non-profits to submit a cost estimate.

Council Members discussed the non-profit contracted services with Gallman. Treme stated that it may be a good idea to create a formula for funding based on the number of participants. He added that it may simplify the process for future years.

Council Members spoke about the impact of the Coronavirus on the non-profits.

Mayor Montgomery stated that she thought Council should focus on how much money should be included in the 2021/2022 fiscal year and then allow the non-profits to submit information about services that could be provided. Treme said that staff and Council Members could meet with the non-profit representatives and discuss the contracting process after the money had been budgeted.

Council directed Gallman to include \$100,000 in the budget for the 2021/2022 fiscal year for non-profit services.

Reports from Department Heads and Superintendents-

- Ross Sanderlin, Director of Golf- Sanderlin gave an overview of the proposed capital improvement projects. He said that there were two items included in the “could do” category for the golf pro shop. He stated that he would like to remove the digital sign from the CIP for the upcoming fiscal year.

Council agreed that the digital sign should be removed from the CIP.

Sanderlin said that the cart barn roof needed to be replaced. He noted that the replacement was not currently included in the budget. He added that he had received an estimate of \$25,000 for the cost.

Council discussed the details of the roof replacement with Sanderlin and Coakley.

Sanderlin presented information on the projects that were included for golf maintenance. He stated that the new maintenance building was in the “must do” category. Blanchard said that staff had been working on the plans for the building. Johnson stated that the new Golf Superintendent would work with staff to determine exactly what needed to be included within the building plans. Gallman noted that the previous cost estimate may need to be adjusted to reflect the updated plan.

Council discussed the status of the preliminary draft of the plans for the maintenance building with Blanchard.

Sanderlin stated that improvements to the cart paths and new bathrooms for the golf course were included in the “should do” section. He said that there were currently two bathrooms located on each side of the course. He noted that they were about fifty years old. Sanderlin added that they were in desperate need of replacement. He stated that it would cost around \$150,000 to replace them both. Sanderlin added that the bathrooms would also serve as a rain shelter.

Council Member Straughn stated that the cost of the bathrooms was high, but it seemed that the improvements were necessary.

Sanderlin said that the replacement of irrigation pumps was also included in the CIP. Treme stated that staff had identified that the two biggest issues with the golf course was irrigation and drainage. He noted that there were around sixty leaks last year. Treme added that it may be

a good idea to replace the irrigation on two of the holes. He said this would allow staff to be certain that the replacements were beneficial and that the Town had hired the right contractor for the job.

Sanderlin noted staff had also included the purchase of a sand pro within the proposed CIP. He stated that it would be helpful to have after heavy rain. He said that it would cost around \$25,000.

Sanderlin also briefly spoke about potential driving range improvements.

- Paul Blanchard, Director of Public Services- Blanchard presented an overview of the proposed capital improvement projects for the Public Services Department. He stated that a new sanitation truck was included in the CIP as a “must do.” He added that staff would also like to work on the water and sewer infrastructure on Penny Road before that sidewalk was constructed in the 2022/2023 fiscal year.

Blanchard presented the projects that were included in the CIP within the Water/Sewer Fund. He stated that staff would like to move the purchase of a backhoe into the 2021/2022 fiscal year and push the purchase of a skid steer into a future fiscal year. He added that the replacement of a service vehicle was also included in the 2021/2022 fiscal year. He noted that staff typically liked to replace one truck a year to keep the fleet in good working condition. Blanchard also stated that there were sewer slip lining projects identified for the upcoming year.

Council Member Straughn discussed the impacts of potential growth on water and sewer capabilities with Blanchard. Blanchard stated that the Town was in a good position to provide water services, but sewer capacity would have to be monitored.

Council Member Rayborn discussed the status of the crosswalks and the sidewalk on Potter with Blanchard. Council agreed that they would like for the sidewalk on Potter to be extended to Brookdale.

Council Member Straughn spoke with Blanchard and Johnson about storm drainage issues along Royal Road and O’Neill Drive.

- Scott Coakley, Parks Superintendent- Coakley briefly spoke about the projects that were going to be completed during the current fiscal year. He stated that staff had spent time and money on repairing the fairgrounds building. He said that the roof was currently leaking, and it needed to be replaced.

Council Members discussed the details of the roof replacement with Coakley and Treme.

Coakley stated that a permanent shelter for Wrenn Miller Park had been included as a “should do” project for the 2021/2022 fiscal year. The structure would serve as a shelter during Music in the Park and other events that the Town hosted.

Council Member Wolfe and Council Member Rayborn thought that the permanent shelter would detract from the aesthetics of Wrenn Miller Park. Council Member Capes suggested that renderings of the shelter may be beneficial. Johnson stated that staff would reach out to Nick

Lowe with McAdams Company, and request some renderings of possible structures to present to Council at a future date. Council Member Straughn discussed the option of having a mobile structure to use during the events with Coakley.

Coakley stated that the remainder of his projects pertained to the baseball fields. He added that the status of those items would be determined by the direction that Council wanted to go with the Parks and Recreation Master Plan.

Council Member Wolfe stated that she would like to see an option B for the Parks and Recreation Master Plan that included the baseball fields. Council Member Capes said that he would like to see some potential upgrades that could be made to the Jamestown Park whether the baseball fields were moved or not. Treme said that the baseball fields needed a lot of improvements. Council Member Wolfe reiterated the benefits of having a second option that included the fields. Council Members continued to discuss the Jamestown Park Master Plan with staff. Coakley presented updated estimates for the baseball field improvements to Council.

Council directed staff to request that McAdams provide an option B that included the baseball fields for their consideration at a future date.

- Matthew Johnson, Director of Planning- Johnson stated that the biggest project he had included in the CIP was the updates to the Comprehensive Plan. He added that the process of updating the Comp Plan was ongoing. He noted that the outcome of the Johnson property rezoning would impact the final changes. Johnson said that the payment for the updates may extend into the 2021/2022 fiscal year.

Johnson stated that he had also included the Main Street Corridor Study within the proposed CIP. He said that he had presented the project for consideration the previous year. Johnson added that he would like to begin the project in the 2021/2022 fiscal year. He noted that it may help to address the speed limit issue along Main Street. He said that one of his goals was to bolster the current downtown area.

Johnson said that there was also a vehicle included in the CIP for the Planning Department. He added that a Planner position had been advertised and that the interviewing process had begun. He stated that it would be ideal to have an additional vehicle for the new employee to use especially because code enforcement would be one of their job duties.

Mayor Montgomery spoke about the impact of the completion of the Jamestown Bypass on the downtown area with Johnson. Council Members discussed the details of the Main Street Corridor Study with Johnson. Council Member Wolfe stated that staff could also request that NCDOT complete a speed study in order to address the speeding issue along Main Street.

- Judy Gallman, Finance Director- Gallman stated that the 1928 fire truck restoration was almost complete, but it may not be finished by the end of the fiscal year. She said that it may be included in the CIP for the 2021/2022 budget.

Gallman stated that there were ongoing improvements to the Eastside Wastewater Treatment Plant and Riverdale Pump Station. She noted that she had included funds for the Eastside UV

System Upgrade within the budget. She added that the Riverdale Pump Station expansion was also included in the CIP.

Mayor Montgomery called for a recess at 11:30 am.

Mayor Montgomery called the meeting back to order at 12:15 pm.

Discussion of Topics for the Annual Budget for the 2021/2022 Fiscal Year-

- Recycling/Solid Waste- Johnson stated that he knew Council Member Rayborn had wanted to include this topic in the discussion.

Council Member Rayborn said that she had heard from several citizens that were unhappy that there was recycling left in their toters after they were supposed to be emptied. She spoke with staff about potential ways to resolve the issue.

Blanchard stated that sometimes items got stuck in the toters if they were extremely full. He added that he did try to address these concerns with the contractor when he was made aware of them. He said that he had also heard that the recycling was not always being picked up at a consistent time.

Council spoke about the details of the current recycling services with Blanchard. Council Member Rayborn stated that she was unsatisfied with the quality of the services that the Town was receiving considering the amount of money that was being paid to the contracted provider. She spoke with staff about the possibility of the Town providing that service. Johnson said that the main issue would be finding someone to accept the materials. Blanchard stated that he would do further research on the option of the Town providing recycling services.

Johnson spoke with Council about the option of using garbage toters throughout Town. Treme stated that he had utilized a demonstration program to educate citizens about the proper way to use toters in municipalities that he had worked for in the past. Council Members discussed how the use of toters may impact the pickup of larger items with staff. Treme stated that staff could conduct a feasibility study to determine cost estimates and impacts to levels of service. Council agreed that a feasibility study would be useful for them to make an informed decision on whether or not to move towards the use of garbage toters.

Council Member Wolfe stated that there was discussion last year about an increase in solid waste fees. She said that she did not think that it would be an appropriate year to increase fees due to the economic impacts of the Coronavirus on citizens. Council Member Straughn agreed that he would not be in favor of an increase in fees.

- Street Resurfacing Funding- Blanchard said that Powell Bill funding was diminishing and that there was not adequate money available for street resurfacing. He stated that there were several roads throughout Town that needed to be resurfaced. Blanchard said that staff were doing their best to maintain the roads in order to prevent the need for any major repairs.

Gallman stated that the Town would eventually need to supplement Powell Bill funding with a motor vehicle tax or an increase in property taxes. She added that this would be necessary to maintain the condition of the roads. Johnson acknowledged that Council did not want to

increase taxes in the upcoming fiscal year, but reiterated that it would need to be addressed in the future.

Council Members discussed the condition of the roads throughout Town with staff.

- Stormwater Funding- Johnson said that there was currently no funding mechanism to assist with stormwater projects. He stated that the stormwater program was an unfunded mandate by the state. He noted that the state required the Town to provide the same level of service as much larger municipalities. Johnson added that additional funding would allow for the purchase of equipment to prevent and fix stormwater issues.

Council Member Capes stated that it may be beneficial to educate the public about the issue. Johnson said that staff could request that a stormwater expert attend a Council meeting to discuss stormwater and reasons for the necessary funding.

Mayor Montgomery discussed the potential cost per household for stormwater fees. Johnson said that some municipalities instituted a flat rate. He added that the amount would typically be higher for commercial or multi-family residential properties. Johnson noted the various ways that a stormwater fee could be utilized in order to prevent problems from occurring and address existing issues. Treme stated that the Town needed a revenue stream to fix ongoing stormwater issues.

Council Members discussed various ways to address the stormwater problems and the possibility of implementing a fee in the future with staff. Mayor Montgomery stated that it was essential for citizens to understand why it should be important to them. Johnson said that he would request that someone attend a Council meeting and present information on stormwater in the near future.

- Town Hall Renovations/Security Enhancements- Johnson stated that Council had discussed Town Hall renovations and security enhancements at their budget retreat last year. He said that staff still believed there was a need for those improvements. He added that staff had contacted an architect to create a set of plans that would provide options for renovations to the existing space at Town Hall. Johnson stated that he would like to include the price for design drawings within the budget for the 2021/2022 fiscal year. Treme added that the drawings would be helpful to determine the best way to utilize the space at Town Hall and would allow Council to plan for future growth. He added that he also thought that the security enhancements were necessary to keep staff safe.

Council Members spoke about the potential security enhancements with staff. Johnson stated that one of the upgrades would allow for staff to use a key fob system that would limit access to certain areas of the building to specific people. Council Member Straughn said that he had been involved with the installation of those systems in the past and they were useful for various different things. Council Member Capes was also in favor of the security enhancements. Treme agreed that the suggestions from staff were worthy of consideration.

- Staffing- Treme stated that he believed that the golf course was currently understaffed. He said that he was working to hire new personnel for that department. He assured Council that he would keep them updated.

Treme requested that Council share their top three priorities for the Town or other initiatives that they were interested in pursuing. He stated that he would like to work towards their goals during his time as Interim Town Manager.

Council Member Rayborn said that she thought it was essential for Council to have expert assistance when facing potential growth within the Town. She added that she was also passionate about moving towards a more livable community. She noted that an AARP Livable Community Committee had been created, but they had not met yet. Council Member Rayborn said that she would like to move forward with that initiative.

Council Member Straughn stated that he appreciated the job that Treme was doing and the effort he was making to speak with every employee. He added that he thought succession planning, cross-training for staff, and a smooth transition for the new employees that have been hired were his top priorities.

Council Member Capes said that he was also very impressed with what Treme had done for the Town so far. He stated that he was very passionate about the Oakdale Cotton Mill and would like to see some type of revitalization effort to bring it back to its full potential.

Council Member Wolfe agreed with everything that her fellow Council Members had highlighted. She said that she thought that it was important to focus on the restructuring of the golf course and a business plan that could be implemented in the future. She also noted the importance of having expert assistance to help Council make the best decision about the Johnson property. She added that it may be beneficial to have specialized attorneys that could be retained to provide guidance on specific issues. Council Member Wolfe also thought it was important to prioritize succession planning within the finance department.

Mayor Montgomery stated that she thought that one of the most important things was to take care of the Town’s assets, including the Town’s staff. She noted that it was extremely important to have the right people within the right positions. She said she also wanted to prioritize the maintenance of the Town’s ordinances.

Treme acknowledged the items that Council had listed. He also commended the staff that worked for the Town of Jamestown for their professionalism and dedication to the community. He said that it was his pleasure to work for the Town, and that he would do his best to work towards the goals that had been 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 1:56 pm.

Mayor

Town Clerk

Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

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: Approval of minutes from the February 16, 2021 Regular Meeting

AGENDA ITEM #: II-B

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

Minutes from the February 16th Regular Town Council Meeting

ATTACHMENTS: Minutes from the February 16, 2021 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

DRAFT

**Regular Meeting of the Town Council
February 16, 2021
6:00 pm in the Civic Center
Minutes & General Account**

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

Council Members Absent: Council Member Straughn

Staff Present: Dave Treme, Matthew Johnson, Katie Weiner, Paul Blanchard, Ross Sanderlin, & Beth Koonce, Town Attorney

Visitors Present: Kenneth Clouser, Tom Tervo, Amanda Hodierne, Zach Tran, Tom Terrell

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- Absent
 - 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 stated that Council Member Straughn was absent due to contracting the Coronavirus. Mayor Montgomery called for a moment of silence and asked that everyone keep Council Member Straughn in their thoughts.
- Approval of Agenda- Mayor Montgomery asked if anyone would like to change, add, or delete any items on the agenda. There were no changes requested.

Council Member Capes made a motion to approve the agenda for the February 16th Town Council meeting as presented. Council Member Rayborn 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 January 19, 2021 Regular Meeting
- Approval of minutes from the January 28, 2021 Special Meeting
- Approval & Sealing of Closed Session minutes from the January 28, 2021 Special Meeting
- Resolution to support the naming of Jamestown Bypass
- Appointment of Tom Tervo and John Firesheets to the AARP Livable Communities Committee
- Approval of Budget Calendar for fiscal year 2021/2022
- Financial Position of the Town of Jamestown
- Financial Position of the Jamestown Park & Golf Course
- Notification of Advances
- Budget Amendment #17

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

(Resolution to support the naming of Jamestown Bypass, Budget Calendar for fiscal year 2021/2022, & Budget Amendment #17)

Public Comment- Nobody signed up.

Old Business-

- Discussion regarding Nonprofit Contracts- Treme stated that Council had discussed the nonprofit contracts at their January 19th meeting. He noted that Council had provided grants to nonprofits in the past. However, the Town was now required to contract with nonprofits in order to provide specific services. He stated that staff had met with the representatives of those organizations. He added that staff was recommending that Council approve a contract with the YMCA in the amount of \$16,450 for the following programs: yoga in the park, safety around water, and spring sports. Treme stated the recommended contract with JYL was in the amount of \$8,800 in order to provide spring sports programs. He added that staff was also requesting that Council authorize the Finance Director to enter into the contracts for the services to be provided.

Council Member Wolfe stated that she appreciated the cost per participant breakdown that the nonprofits had provided.

Council Member Wolfe made a motion to provide the \$16,450 to the YMCA for the yoga in the park, safety around water, and spring sports programs, to provide \$8,800 to JYL for the spring sports programs, and to allow the Finance Director to create and enter into a contract for the services specified. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

- Consideration of approval of rate change at Jamestown Park & Golf Course- Sanderlin presented an overview of the proposed rate changes for the Jamestown Park & Golf Course. He stated that he had researched the current rates at surrounding golf courses. He noted that he had also reached out to customers to gauge their opinion on rates. Sanderlin stated that he would like to raise weekday rates by \$1, weekend rates by \$2, and cart fees by \$1. He said that he would utilize social media to publicize the increase so that the public would be made aware of the change as soon as possible.

Mayor Montgomery asked when the new rates would be implemented. Sanderlin stated that staff planned to increase the price on March 1st.

Council Member Wolfe asked Sanderlin if he was concerned that the Jamestown Park & Golf Course would lose any business to Oak Hollow. Sanderlin stated that he was confident that they would retain their customer base.

Council Member Wolfe made a motion to approve the rate changes at Jamestown Park & Golf Course as presented to be effective March 1st. Council Member Rayborn 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 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, & 5303 Mackay Road- Johnson stated that Council had opened the public hearing for the proposed annexation at their previous meeting. He recommended that the public hearing be continued to the March 16th Town Council meeting.

Mayor Montgomery asked anyone that would like to speak regarding the proposed annexation to come forward. Nobody spoke.

Council Member Capes made a motion to continue the public hearing to the March 16th meeting at 6:00 pm in the Civic Center without further advertisement. Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

- Public Hearing for rezoning request for 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, & 5303 Mackay Road from Agricultural (AG) to Planned Unit Development (PUD)- Johnson said that the public hearing for the rezoning request had also been continued at their meeting last month. He stated that staff recommended that Council continue the public hearing until the March 16th Town Council meeting.

Mayor Montgomery asked anyone that would like to speak about the proposed rezoning to come forward.

- Tom Tervo, 2 Langholm Court- Tervo said that he believed that the PUD was a good tool for the Town of Jamestown. However, he stated that the Castleton Village development was too dense. He suggested that Council generate a list of minimal, acceptable standards that the developer must meet. He added that he thought this would be necessary in order for the public to be satisfied. Tervo stated that he had provided a summary of his thoughts to the Town Clerk that would be distributed to Council after the meeting.
- Amanda Hodierno, 804 Green Valley Road- Hodierno stated that she was speaking on behalf of the applicant. She asked Council for an update on what they would like to be accomplished before the March 16th meeting. She stated that she would like to work towards the goals that Council had in mind for the proposed rezoning. She also requested that Council inform her on the direction that was given to the land use attorney that had been hired to assist Council with their consideration of the rezoning request.

Council Member Wolfe made a motion to close the public hearing. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

Council Member Rayborn made a motion to deny the rezoning request for 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, & 5303 Mackay Road form Agricultural (AG) to Planned Unit Development (PUD). 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 Rayborn- Aye

The motion passed by unanimous vote.

Council Member Wolfe made the following motion:

“I move that the following statement be adopted to support the Town Council’s unanimous denial of zoning map amendment petition 2020-01:

Based upon our review of zoning map amendment petition 2020-01, including the input received from the Planning Board, analysis from our consultants, and, most importantly, the comments and thoughtful feedback provided by the residents of Jamestown, the Town Council has determined that the proposed rezoning petition, as submitted, is inconsistent with the Town’s adopted Comprehensive Plan. Through our review, the Council has identified a number of significant deviations from the vision, goals, and policies established in the Comprehensive Plan. Areas of obvious inconsistency that were identified through our review of the submitted petition and associated PUD Master Plan include:

- An overall lack of consideration for the preservation and protection of the natural and cultural resources that are present within the site.
- Disregard in the proposed design for the unique aspects of Jamestown’s built environment that contribute to its strong sense of place and define the character of the community.
- Inadequate provision of public parks and open space to meet the recreational needs of future residents of the development and community as a whole.
- Proposed site development and architectural patterns that will create a monotonous urban landscape and detract from the long-term value and livability of the neighborhood.
- The absence of an integrated mix of housing types that are needed to ensure the long-term success of the proposed development and the community as a whole.
- A general development concept, in terms of both the physical layout of the site and the composition of the land use mix, does not meet the Town’s expectation for a Traditional Neighborhood Development (TND).

The Town Council’s determination of inconsistency with the adopted Comprehensive Plan is further supported by the following observations and analysis of the petition and associated PUD Master Plan:

The overwhelming majority of the open space designated in the PUD Master Plan consists of floodplain, required riparian buffers, land subject to utility easements (including right-of-way for high voltage electric transmission lines), and otherwise inaccessible or undevelopable lands. The lack of consideration in the Master Plan for the preservation of developable upland tracts to provide more opportunities for passive recreation, maintain the diversity of wildlife habitat on the site, and preserve important aspects of the scenic beauty of the property is contrary to a number of goals and policies established in our Comprehensive Plan.

Our plan calls for the integration of public parks throughout all neighborhoods. The proposed Master Plan falls well short of this, with large sections of the proposed PUD, as shown in the included Recreation/Open Space Plan, devoid of adequate public spaces for neighbors to gather and recreate in close proximity to their homes. From an overall perspective, the proposed Recreation/Open Space plan

focuses heavily on the provision of private vs. public recreation opportunities, with the most significant investment of financial and developable land resources devoted to the private recreational amenity area versus providing greater opportunities for the Jamestown community as a whole to recreate with their neighbors.

As the oldest settled town in Guilford County, our Comprehensive Plan puts special emphasis on the preservation of the cultural resources that help to define the history and character of our community. One of these important cultural assets, the Futtrell-Mackey-Armstrong House, is situated prominently on the Johnson property. While the opportunity exists for the developer to contribute to the preservation of the heritage of our community and integrate this historically significant structure into the overall development plan, the PUD Master Plan instead offers to allow a third party to remove it to a location off of the property. The only contemplated alternative to its relocation from the site appears to be the demolition of this irreplaceable piece of our community's history so that it will not be in the way of "progress."

As presented for the Council's consideration, the PUD Master Plan proposes the creation of 714 essentially identical lots for the development of single-family detached dwellings. The lack of variety in the size and dimension of these proposed lots will produce a large, virtually homogenous, stock of single-family housing that fails to meet our Comprehensive Plan's policy to promote the creation of a well-balanced mixture of housing types to meet the needs of a diverse community.

Our Comprehensive Plan speaks to the desired quality and character of new development in our community. As presented in the PUD Master Plan, the illustrative renderings for both the detached single-family homes and the proposed townhomes do not mesh well with the architectural character of Jamestown, nor do they inspire confidence that what will be built will be of the "quality" contemplated by our plan. Although the PUD Master Plan does provide for some degree of variation in the architectural styling of single-family homes, the ubiquity of front-loaded garages that will dominate half (or more) of the frontage of each of these homes will result in a monotonous architectural landscape that is the antithesis of our plan's vision for creating quality neighborhoods that are consistent with the overall character of Jamestown.

With regard to the proposed townhome sections of the PUD, there does not appear to be any contemplation of variety in architectural style, with the illustrations provided in the Master Plan showing a repetitive architectural pattern that will create a set of interchangeable commodities rather than a series of neighborhoods of distinct character. To be clear, this is not a statement regarding the size or price of homes that are proposed. As our plan states, we need to build and maintain a diverse housing stock that appeals to individuals and families of all income levels, ages and lifestyles. Building hundreds of practically identical homes will not help us to achieve that goal.

From a broader land use consistency perspective, the Council does not feel that the Castleton Village PUD Master Plan meets the exemplary standards for Traditional Neighborhood Development (TND) that are set forth in our Comprehensive Plan, including both physical design and the mixture of land uses proposed for the site. As the largest remaining potential development site in Jamestown, the Town has long desired to ensure that the end result of the development of the property will be consistent with the character of the community and become an enduring and iconic part of the fabric of Jamestown. By designating the property for TND on the Future Land Use Map, the Town has expressed a desire to entertain large-scale development proposals that provide for the thoughtful, context-sensitive, development of the site. Unfortunately, the design proposal, as submitted with this petition, does not

deviate from a typical conventional suburban development pattern in a meaningful way, and certainly does not meet the high standards that the Town expects for the development of the property as a TND.

In addition to the Town's Comprehensive Plan, we must also consider the consistency of the proposed petition with the plan of development established through the regulations contained in the Jamestown Land Development Ordinance. Our ordinance sets forth a number of criteria that are to be used by the Planning Board and Council when evaluating a zoning map amendment for a Planned Unit Development. Among this criteria, are several that we have found the proposal before us to fall short of meeting.

First, the ordinance states that "cul-de-sacs shall be minimized to the greatest extent possible." Although the number of cul-de-sacs has been reduced from the original submission, they remain in many parts of the development plan for reasons that can only be determined to be related to maximizing the yield of the site rather than providing the most efficient transportation and development layout possible. This includes utilizing them within areas designated on the master plan for townhome development, which we feel to be generally incongruous with cul-de-sacs from a sound urban design perspective.

The PUD regulations also state that the development plan is required to demonstrate "architectural and design criteria that provide higher quality than routine developments." As noted elsewhere in the consistency statement, the architectural renderings and development conditions in the submitted plan do not provide a design outcome that exceeds the average architectural quality that we would expect to see from any reasonable market-rate development proposal in the region; in fact, we would assess the proposed townhome designs to be below what we would expect to see in a similarly situated developments of this scale.

A third example of deviation from the ordinance standards for a PUD is the apparent lack of meeting the requirement that development proposals demonstrate compliance with the NC Fire Code. The area shown on the plan designated for single-family residential development in the southeastern corner of the site is provided with a single point of external access, despite the requirement in Appendix D (Fire Apparatus Access Roads) of the NC Fire Code for one and two-family residential developments containing more than 30 dwelling units to have multiple points of access. While there is an exception that can be made for residences with approved automatic sprinkler systems, this has not been discussed, nor do we believe that providing such systems has been contemplated by the applicant. The preceding points are intended to offer examples of deviation from consistency with the plan of development established in our Land Development Code, but it is not an exhaustive list of standards that the Council feels that the petitioner's plan unfortunately fails to meet.

In addition to our analysis of whether the proposed zoning map amendment is consistent with our Comprehensive Plan, we must also determine whether the proposal is reasonable and in the public interest. Since the proposed amendment is not consistent with our Comprehensive Plan, the approval of the petition would be neither reasonable, nor in the broader public interest. As noted previously, the property in question represents the most significant remaining opportunity for a major development project within our community. Deviating from our adopted plan in this instance would not be reasonable and its approval would tend to primarily serve the private interests of the applicant rather than the interests of the community as a whole."

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

Mayor Montgomery gave the following statement:

“The citizens of Jamestown should be aware that we did not take the responsibility of making this decision lightly. Our staff, our Planning Board, and our Council have spent hundreds of hours reviewing the latest plan and its previous version, meeting with the developer and its representatives, listening to our citizens, and reflecting on what this land and its development mean for the future of Jamestown.

How this land is developed is one of the most significant decisions that our town will make since our founding in 1816. We are mindful of our duty to make sure it is done correctly. How it is developed will affect the character, the function, the aesthetics, and the identity of Jamestown for generations. We must get it right.

Our vote reflects a strongly felt decision that each of us has reached independently. The application that we denied did not rise to the quality of development that our citizens expect, our town deserves, or that our future demands.

At the same time, we must respect and never disregard the fact that the owners have a right to develop their property. I ask the Johnson family to patiently work with us and moving forward we will do all we can to work with them.”

New Business-

- Consideration of approval of Budget Amendment #16- Treme requested that Council approve Budget Amendment #16.

Council Member Wolfe made a motion to approve Budget Amendment #16 as presented. Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

(Budget Amendment #16)

Manager/Committee Reports-

- Manager Report- Treme presented his monthly Manager’s Report to Council. He stated that there would be a budget retreat on March 19th at 9:00 am in the Civic Center. He added that an AARP Livability Committee meeting would be scheduled within the coming weeks. Treme updated Council on the ongoing sidewalk projects. He also noted that interviews for the Golf Course Superintendent were ongoing. He stated that there would be a Comprehensive Plan Steering Committee meeting on February 22nd at 4:00 pm.
- Council Member Committee Reports-
 - Council Member Wolfe stated that there was a TAC meeting on January 26th. She said that the NCDOT budget was improving. She also noted that she had contacted a NCDOT representative about the storm drainage issue near the Jamestown Public Library.
- High School Representative Report- Scott updated Council about the student schedule at Ragsdale High School. He noted that the date for students to attend school in-person had been pushed back. However, he stated that students were supposed to go back to school the first week of March. He also noted that winter sports were coming to an end.

Public Comment- Nobody signed up.

Other Business- Council Members briefly spoke about the Mexican restaurant that had opened on West Main Street.

Closed Session per General Statutes 143-318 to discuss matters related to Personnel- Council Member Capes made a motion to go into closed session per General Statutes 143-318 to discuss matters related to personnel. Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

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

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

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

The meeting ended at 7:06 pm.

Mayor

Town Clerk

Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

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: Approval & Sealing of Closed Session minutes from February 16th

AGENDA ITEM #: II-C

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

The Town Council went into closed session per General Statutes 143-318 to discuss matters related to Personnel at their February 16th Regular meeting.

Staff recommends that Council approve and seal the closed session minutes from the February 16th meeting.

ATTACHMENTS: None

RECOMMENDATION/ACTION NEEDED: Staff recommends the approval of 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

Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

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 Recognizing Arbor Day

AGENDA ITEM #: II-D

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

Arbor Day was celebrated for the first time in 1872. It is a day that encourages the planting of trees in order to increase environmental resources. It also recognizes the many positive ways that trees impact society.

ATTACHMENTS: Resolution recognizing Arbor Day

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



Settled 1752
JAMESTOWN
NORTH CAROLINA

RESOLUTION RECOGNIZING ARBOR DAY
March 2021

WHEREAS, The Town of Jamestown recognizes a need to promote tree preservation efforts; and

WHEREAS, In 1872, J. Sterlin Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

WHEREAS, Trees in our Town increase property values, enhance the economic vitality of business areas; and

WHEREAS, Trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Lynn Montgomery, Mayor of the Town of Jamestown and the Town Council do hereby proclaim March 19, 2021, as Arbor Day in the Town of Jamestown, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Adopted this the 16th day of March, 2021.

Mayor S. Lynn Montgomery

Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

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 recognizing Vietnam Veterans Day

AGENDA ITEM #: II-E

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

Proclamation recognizing March 29th at Vietnam Veteran's Day in the Town of Jamestown. It commemorates the sacrifice of the more than 3 million American soldiers that served in the Vietnam War. It also provides an opportunity to honor Vietnam veterans and their contributions to our community.

ATTACHMENTS: Vietnam Veterans Day Proclamation

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



Settled 1752
JAMESTOWN
NORTH CAROLINA

PROCLAMATION
VIETNAM VETERANS DAY
March 29, 2021

WHEREAS, The Vietnam War lasted almost twenty years, spanning the period between November 1955 and April 1975; and

WHEREAS, Nearly 3 million American soldiers served in uniform in Vietnam, and more than 58,000 sacrificed their lives to protect our nation's freedom; and

WHEREAS, The last American soldiers departed Vietnam on March 29, 1973; and

WHEREAS, Of the more than 700,000 veterans living in North Carolina, more than 250,000 served in the Vietnam War; and

WHEREAS, The Town of Jamestown is proud and humbled to be the home of these brave veterans, who continue to serve our community as stellar citizen leaders in their workplaces, homes, and churches; and

WHEREAS, Many American veterans of the Vietnam War bear permanent physical and mental scars from their time of service, and nonetheless face neglect, derision, and treatment unbecoming their courage; and

WHEREAS, It is our duty as North Carolinians and as Americans to honor and support every man and woman who has put service before self; and

WHEREAS, Vietnam War Veterans Day is an opportunity to commemorate the 1,627 North Carolinians killed or missing in Vietnam, who made the ultimate sacrifice to protect and honor their home state and nation. We are also reminded to recommit ourselves to honoring the veterans living in our community today; and

WHEREAS, The men and women who served the United States during the Vietnam War deserve the utmost respect and gratitude from their fellow Americans for their heroic and selfless actions.

NOW, THEREFORE, I, Lynn Montgomery, Mayor of the Town of Jamestown, do hereby proclaim March 29, 2021 as Vietnam Veterans Day in Jamestown, North Carolina.

Mayor S. Lynn Montgomery



Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

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 Women's History Month

AGENDA ITEM #: II-F

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

Proclamation declaring March 2021 Women's History Month

ATTACHMENTS: Proclamation Women's History Month

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



Settled 1752
JAMESTOWN
NORTH CAROLINA

PROCLAMATION WOMEN'S HISTORY MONTH
March 2021

WHEREAS, March is celebrated as Women's History Month; and

WHEREAS, Generations of women have helped to shape our culture, our traditions, our economy, and our history; and

WHEREAS, American women have played and continue to play a critical economic, cultural, and social role in every sphere of our nation's life by constituting a significant portion of the labor force working in and outside of the home; and

WHEREAS, Women have played a unique role throughout history by providing the majority of the nation's volunteer labor force and have been particularly important in the establishment of early charitable, philanthropic, and cultural institutions in the country; and

WHEREAS, Women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor union movement, and the modern civil rights movement; and

WHEREAS, Today's women are creating new models for the women of tomorrow so that future generations of women will benefit from greater choices than previous generations.

NOW, THEREFORE, I, Lynn Montgomery, by virtue of the authority vested in me as Mayor of the Town of Jamestown do hereby proclaim the month of March 2021 to be

WOMEN'S HISTORY MONTH

AND, Urge all citizens to join me in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the Town of Jamestown this 16th day of March, 2021.

Mayor S. Lynn Montgomery

Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

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: Appointment of Robert Coon as an ETJ PB Alternate Member

AGENDA ITEM #: II-G

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

Robert Coon submitted his application and resume for consideration of appointment as an ETJ Alternate Planning Board Member. Currently, there is only one Alternate Member for the ETJ. It would be beneficial to have an additional person be available to fill in for a Regular ETJ Member if they cannot be present at the meeting.

Staff recommends that Robert Coon be appointed as an ETJ Alternate Planning Board Member.

ATTACHMENTS: Robert Coon Citizen Application & Resume

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

BUDGETARY IMPACT: N/A

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

FOLLOW UP ACTION NEEDED: Staff will submit Council's recommendation and Coon's Application to Guilford Co. for approval



CITIZEN APPLICATION FOR ADVISORY BOARDS AND COMMISSIONS

			Date:	2/17/21	
Last Name:	Coon	First Name:	Robert	Middle Initial:	M
Birthdate:	April 13, 1961				
Email:	rgent156@gmail.com		Home Phone:		
Daytime Phone:			Cell Phone:	336 580-1835	
Home Address:	103 Cottonwood Dr., Jamestown, NC 27282				
Live in Jamestown Town Limits? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Current Occupation/Title	VP - Surety				
Employer/Business Name	James A Scott & Son, Inc.				
Business Address (with zip code):	628 Green Valley Rd., Ste. 306, Greensboro, NC 27282				
Supervisor's Name:	Hutch Mauck				
Education: <input type="checkbox"/> High School <input checked="" type="checkbox"/> College <input type="checkbox"/> Graduate School <input type="checkbox"/> Other:					
Degree and Subject of Study:	BA - Accounting				
School Name/Years Attended:	Louisiana State University, 1979-83				
Applying for Board/Commission (enter one):	Planning Board - ETJ				
Why are you interested in serving on that Board/Commission?	As a long term resident of Jamestown, the recent development activity in the area and ETJ has stoked an interest in the need to keep the town's identity and character while accommodating growth and development.				
What Board or Commission are you currently serving?					
	Term Expiration Date:				
Are you willing to serve on any other Board/Commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If yes, please list:	as needed				
Are you interested in serving in any other community volunteer activities? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If yes, please list:					

Interests/Skills/Areas of Expertise/ Professional Organizations: Bd. member: National Assoc. of Surety Bond Producers; Piedmont Chapter of the Construction Financial Management Association. Member: Carolina Association of General Contractors; Associated Building Contractors Carolina Chapter. Licensed Insurance Agent specializing in surety bonds w/37 yrs. experience

List two professional references below:

1.	Name:	Doug Beane	Daytime Phone:	366 544 2600
	Address:	Samet Corp., 309 Gallimore Dairy Rd., Ste 102, Greensboro, NC 27409		
	Relationship:	Client		
2.	Name:	Bret Grieves	Daytime Phone:	336 510 0076
	Address:	Scott Ins., 628 Green Valley Rd., Ste 306, Greensboro, NC 27408		
	Relationship:	Co-worker		

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.

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/Commission? Yes No

If yes, explain.

I understand this application is public record, and I certify 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 any misstatement or conduct will be cause for my removal from any board or commission.

Signature of Applicant:
(Please print and sign.)



Date: 2/17/21

PLEASE ATTACH RESUME

RETURN COMPLETED FORM TO:

Town of Jamestown, Attn: Town Clerk PO BOX 848 Jamestown, NC 27282

Website: www.jamestown-nc.gov

Email: kmcbride@jamestown-nc.gov Fax: 336-886-3804 Telephone: 336-454-1138

Note: Applications will be kept on file for two years from the date of application.

ROBERT M. COON

PROFESSIONAL EXPERIENCE

1999 – Present James A. Scott & Son, Inc. Greensboro, NC

Vice President - Surety

- Responsible for production and account management of contract and commercial surety accounts. Provide specialized consulting focused on surety bonds and subcontractor default insurance.
- Clients include General, Sub & Specialty Contractors, as well as Developers and other companies and individuals that need surety bonds. They include both domestic and international customers with surety programs of up to \$100,000,000 plus.
- Acts as a resource for other Scott producers with clients needing surety expertise in the nine Scott Insurance offices.

1991 - 1999 Fireman's Fund Insurance Company Greensboro, NC

Surety Executive Underwriter

- Primary underwriting responsibility for various accounts with aggregate limits of up to \$1 billion plus.
- Assisted in the development and implementation of the production goals, marketing plan and premium forecast for the Greensboro Branch.
- Secondary responsibility for management of the surety department staff.

1986 - 1991 Fireman's Fund Insurance Company Greensboro, NC

Surety Senior Underwriter

- Responsible for underwriting accounts with single project limits of up to \$20 million and aggregates of up to \$30 million.
- Assisted with the implementation of the marketing plan for the Carolinas, including contract and miscellaneous surety production.

1983 - 1986 Fireman's Fund Insurance Company Dallas, TX

Fidelity & Surety Trainee/Surety Underwriter

ADDITIONAL PROFESSIONAL ACTIVITIES

- National Association of Surety Bond Producers, Director at Large, Chair - Finance Committee
- Construction Financial Management Assoc. – Piedmont Chapter, Board Member
- Carolinas Association of General Contractors
- Carolinas Association of Builders and Contractors

Licensed Property & Casualty Agent, All 50 States

EDUCATION

B.S. Accounting, Louisiana State University, Baton Rouge, LA

P.O. BOX 1054 • JAMESTOWN, NC 27282
PHONE (336) 580-1835 • E-MAIL RGENT156@GMAIL.COM

Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Financial Analysis for February 2021

AGENDA ITEM #: II-H

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

There was not a lot of non-recurring revenue or expenditures during February 2021. Some items to note though include the following:

The final invoice was received and paid for the annual audit. Purchases of items include a dehumidifier for Town Hall basement, a snow plow for a service vehicle purchased this year, and a bench which was part of the sponsorship program. Several public service vehicles (garbage and other trucks) were inspected, serviced and repairs performed.

The majority of our budgeted property tax levy has been received. Tax and tag revenues (motor vehicle property tax) lags behind by 2 months and comes in all through the year, as it is based on when vehicles are purchased and then inspected and tags renewed.

Powell Bill funds (received in 2 installments) have come in about 5% over budget, but approximately \$6,300 less than prior year amount received.

Sales tax distribution has come in so far this fiscal year at approximately 7% higher than the same time period last fiscal year.

ATTACHMENTS: 3 Page Summary & Detail to Actual Report for February 2021

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Town of Jamestown
 Financial Summary Report
 Cash Balances
 as of February 28, 2021

Petty Cash	\$	1,350
Operating Cash		2,414,403
Certificates of Deposit		3,000,000
Money Market Accounts - operating		511,801
North Carolina Capital Management Trust		9,090,103
	\$	<u>15,017,657</u>

Reservations of cash:

Cash reserved for Randleman Reservoir	\$	687,042
Cash reserved by Powell Bill for street improvements		501,195
General Capital Reserve Fund		164,006
East Fork Sidewalk Capital Project		61,578
Lydia Multi-use Greenway Capital Project		1,369
Oakdale Sidewalk Phase III		109,247
Water Sewer Capital Reserve Fund		202,084
	\$	<u>1,726,521</u>

Cash by Fund:

General	\$	4,899,876
General Capital Reserve Fund		164,006
East Fork Sidewalk Capital Project		61,578
Lydia Multi-use Greenway Capital Project		1,369
Oakdale Sidewalk Phase III		109,247
Water/Sewer		8,892,455
Randleman Reservoir		687,042
Water/Sewer Capital Reserve Fund		202,084
	\$	<u>15,017,657</u>

Cash by Bank:

NCCMT	\$	9,090,103
Pinnacle Bank		4,414,403
First Bank		1,511,801
	\$	<u>15,016,307</u>

Town of Jamestown
 Financial Summary Report
 Debt Balances
 as of February 28, 2021

Installment Purchase Debt:	Balance at 2/28/2021	Final Payment Date	Final Payment Fiscal Year
GENERAL FUND:			
Sanitation truck, financed in 2017	\$ 90,481	12/1/2023	2023/2024
Leaf truck, financed in 2017	92,498	12/1/2023	2023/2024
Knuckleboom truck, financed in 2020	124,844	5/7/2025	2024/2025
Golf Clubhouse Renovation	<u>450,015</u>	11/3/2027	2027/2028
	<u>\$ 757,838</u>		
WATER & SEWER FUND:			
Water & Sewer Maintenance Facility Construction	<u>\$ 337,480</u>	11/3/2027	2027/2028

Town of Jamestown
 Financial Summary Report
 Total Revenues & Expenditures by Fund
 as of February 28, 2021

	<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)	3,781,347	94,320	4,045,675	32,962	410,482
% of budget received	59%	94%	54%	27%	23%
% of budget, excluding appropriated fund balance, received	78%	94%	74%	83%	100%
Expenditures (and transfers)	2,998,258	39,281	4,141,812	61,119	1,758,125
% of budget expended	46%	39%	55%	50%	98%
	<u>Fund (#16)</u>	<u>Fund (#17)</u>	<u>Fund (#18)</u>		
	<u>East Fork Capital Project</u>	<u>Lydia (E Main) Capital Project</u>	<u>Oakdale Ph III Capital Project</u>		
Life to Date Revenues & Other Financing Sources	1,614,259 @	1,754,451 @	218,128		
% of budget received	91%	92%	32%		
Life to Date Expenditures	1,613,324	1,684,766	103,387		
% of budget expended	91%	89%	15%		

@ Reimbursement requested and accrued, but not all yet received

10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
3000					
3100 AD VALOREM TAXES	252,783.29	2,172,591.77	2,181,660.00	9,068.23	100 %
3101 Interest on Ad Valorem Taxes	587.31	884.46	3,000.00	2,115.54	29 %
3102 Tax and Tag revenue	17,340.51	112,757.92	213,850.00	101,092.08	53 %
3103 Interest on Tax and Tag Revenues	136.87	466.43	1,300.00	833.57	36 %
3230 SALES AND USE TAX	69,439.60	332,415.00	525,000.00	192,585.00	63 %
3250 Solid Waste Disposal Tax	839.25	2,428.35	2,500.00	71.65	97 %
3256 ELECTRICITY SALES TAX	0.00	58,295.04	200,000.00	141,704.96	29 %
3257 TELECOMMUNICATIONS SALES TAX	0.00	12,585.18	40,000.00	27,414.82	31 %
3258 PIPED NATURAL GAS SALES TAX	0.00	1,518.58	16,000.00	14,481.42	9 %
3261 VIDEO PROGRAMMING TAX	0.00	11,595.08	40,000.00	28,404.92	29 %
3310 FEDERAL GRANTS	0.00	30,859.05	98,000.00	67,140.95	31 %
3311 STATE GRANTS	0.00	470.00	0.00	-470.00	** %
3312 GRANTS FROM GUILFORD COUNTY	500.00	55,500.00	55,500.00	0.00	100 %
3316 POWELL BILL	0.00	104,559.61	100,000.00	-4,559.61	105 %
3322 ALCOHOLIC BEVERAGES TAX	0.00	0.00	17,000.00	17,000.00	0 %
3325 ABC DISTRIBUTION	12,500.00	37,500.00	50,000.00	12,500.00	75 %
3341 Telecommunications Planning Fees	0.00	0.00	7,500.00	7,500.00	0 %
3343 REVIEW FEES	-525.00	6,048.94	10,000.00	3,951.06	60 %
3344 CODE ENFORCEMENT FEES	0.00	0.00	100.00	100.00	0 %
3345 INSPECTION AND PERMIT FEES	0.00	50.00	200.00	150.00	25 %
3346 CELL TOWER RENTAL FEES	1,565.73	31,047.84	80,800.00	49,752.16	38 %
3348 REFUSE COLLECTION FEES	13,650.00	109,520.00	168,000.00	58,480.00	65 %
3600 GREEN FEES	15,136.00	322,285.23	472,500.00	150,214.77	68 %
3610 MECHANICAL CART RENTALS	7,676.00	180,852.00	245,700.00	64,848.00	74 %
3620 PULL CART RENTALS	15.00	232.00	300.00	68.00	77 %
3650 DRIVING RANGE	1,627.00	33,174.00	45,000.00	11,826.00	74 %
3660 GOLF SHOP CONCESSIONS SALES	2,340.15	49,904.93	82,800.00	32,895.07	60 %
3661 Golf Shop Grill Catering Revenues	0.00	0.00	500.00	500.00	0 %
3665 Golf Special Orders - Sales	965.25	4,668.56	4,500.00	-168.56	104 %
3675 Golf Clubhouse Rental Fees	0.00	0.00	13,500.00	13,500.00	0 %
3831 INVESTMENT EARNINGS	79.61	22,718.53	35,000.00	12,281.47	65 %
3832 Sponsorships	0.00	1,000.00	0.00	-1,000.00	** %
3833 CONTRIBUTIONS AND DONATIONS	0.00	1,333.00	0.00	-1,333.00	** %
3836 SALES - PRO SHOP GOLF INVENTORY	1,585.78	36,274.04	45,000.00	8,725.96	81 %
3837 SHELTER RENTALS	0.00	350.00	2,500.00	2,150.00	14 %
3838 Building lease revenue	0.00	1.00	5,111.00	5,110.00	0 %
3839 MISCELLANEOUS REVENUES	536.33	890.34	500.00	-390.34	178 %
3840 Rental Golf Sets	100.00	975.00	2,200.00	1,225.00	44 %
3841 Ball Field Rentals	0.00	4,481.25	5,000.00	518.75	90 %
3910 Insurance Recoveries	0.00	1,833.44	1,850.00	16.56	99 %
3983 TRANSFER FROM GENERAL CAPITAL RESERVE FUND	0.00	39,280.55	78,200.00	38,919.45	50 %
3990 POWELL BILL RESERVE APPROPRIATED	0.00	0.00	195,000.00	195,000.00	0 %
3991 FUND BALANCE APPROPRIATED	0.00	0.00	1,403,754.63	1,403,754.63	0 %
Account Group Total:	398,878.68	3,781,347.12	6,449,325.63	2,667,978.51	59 %
Fund Total:	398,878.68	3,781,347.12	6,449,325.63	2,667,978.51	59 %

balance of library funding

Refund issued

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
4100 GOVERNING BODY EXPENDITURES							
1019	PROFESSIONAL SERVICES	1,287.50	22,951.95	27,048.05	50,000.00	70,000.00	20,000.00
2100	DEPARTMENT SUPPLIES	0.00	610.07	0.00	610.07	2,000.00	1,389.93
2200	FOOD AND PROVISIONS	181.85	181.85	0.00	181.85	1,500.00	1,318.15
2600	OFFICE SUPPLIES	0.00	57.32	0.00	57.32	200.00	142.68
2900	ASSETS NOT CAPITALIZED	0.00	3,301.96	0.00	3,301.96	5,250.00	1,948.04
3100	TRAVEL	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3150	CONFERENCE FEES AND SCHOOLS	225.00	300.00	0.00	300.00	2,500.00	2,200.00
3200	COMMUNICATIONS	0.00	0.00	0.00	0.00	250.00	250.00
3400	PRINTING	0.00	0.00	0.00	0.00	300.00	300.00
3700	ADVERTISING	0.00	94.25	0.00	94.25	600.00	505.75
3800	DATA PROCESSING SERVICES	48.60	388.25	461.75	850.00	850.00	0.00
3950	DUES AND SUBSCRIPTIONS	0.00	2,015.21	0.00	2,015.21	2,400.00	384.79
3955	Permit Fees	0.00	0.00	0.00	0.00	800.00	800.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	300.00	300.00
4300	EQUIPMENT RENTAL	0.00	710.00	0.00	710.00	2,600.00	1,890.00
4990	OTHER CONTRACTED SERVICES	0.00	400.00	6,575.00	6,975.00	7,800.00	825.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	2,000.00	2,000.00
Account Total:		1,742.95	31,010.86	34,084.80	65,095.66	100,350.00	35,254.34
4200 ADMINISTRATION EXPENDITURES							
1000	SALARIES AND WAGES	20,532.00	214,393.28	0.00	214,393.28	328,594.77	114,201.49
1003	LONGEVITY PAY	0.00	3,449.00	0.00	3,449.00	5,100.00	1,651.00
1009	FICA EXPENSE	1,495.77	15,227.84	0.00	15,227.84	25,441.81	10,213.97
1010	RETIREMENT EXPENSE	1,267.46	15,811.90	0.00	15,811.90	28,955.05	13,143.15
1011	HEALTH INSURANCE EXPENSE	1,810.06	19,288.71	0.00	19,288.71	33,000.00	13,711.29
1012	FLEX ADMINISTRATION FEES	6.00	141.60	158.40	300.00	300.00	0.00
1013	RETIREE HEALTH INSURANCE EXPENSE	773.59	6,224.00	0.00	6,224.00	10,800.00	4,576.00
1014	WORKER'S COMPENSATION	0.00	456.65	0.00	456.65	900.00	443.35
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	250.00	250.00
1016	Wellness Program Expenditures	0.00	0.00	0.00	0.00	500.00	500.00
1017	401K EXPENSE	559.12	6,729.33	0.00	6,729.33	12,500.00	5,770.67
1019	PROFESSIONAL SERVICES <i>Audit</i>	7,350.00	15,675.00	0.00	15,675.00	17,900.00	2,225.00
2100	DEPARTMENT SUPPLIES	45.37	456.59	119.71	576.30	1,700.00	1,123.70
2200	FOOD AND PROVISIONS	0.00	176.36	0.00	176.36	750.00	573.64
2600	OFFICE SUPPLIES	0.00	471.92	0.00	471.92	2,000.00	1,528.08
2900	ASSETS NOT CAPITALIZED	0.00	0.00	0.00	0.00	2,500.00	2,500.00
3100	TRAVEL	257.60	994.56	5,445.44	6,440.00	9,000.00	2,560.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	4,346.69	0.00	4,346.69	8,500.00	4,153.31
3200	COMMUNICATIONS	423.44	3,765.31	2,524.69	6,290.00	8,000.00	1,710.00
3400	PRINTING	0.00	69.50	0.00	69.50	500.00	430.50
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	300.00	300.00
3800	DATA PROCESSING SERVICES	854.63	8,498.17	7,001.83	15,500.00	15,500.00	0.00
3950	DUES AND SUBSCRIPTIONS	50.00	7,682.63	0.00	7,682.63	9,500.00	1,817.37
3960	BANK AND MERCHANT FEES	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3980	MISCELLANEOUS EXPENSE	0.00	137.01	0.00	137.01	750.00	612.99
4300	EQUIPMENT RENTAL	144.54	1,663.28	1,066.02	2,729.30	3,000.00	270.70
4400	SERVICE & MAINTENANCE CONTRACTS	177.85	6,025.59	0.00	6,025.59	11,000.00	4,974.41
4500	INSURANCE AND BONDING	0.00	0.00	0.00	0.00	1,000.00	1,000.00
4990	OTHER CONTRACTED SERVICES	506.12	16,733.90	1,784.02	18,517.92	27,000.00	8,482.08

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
6820	First Bank Credit Card Encumbrance	0.00	0.00	3,000.00	3,000.00	3,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
Account Total:		36,253.55	348,418.82	21,100.11	369,518.93	570,241.63	200,722.70
4900 PLANNING DEPARTMENT EXPENDITURES							
1000	SALARIES AND WAGES	8,348.00	63,243.00	0.00	63,243.00	122,000.00	58,757.00
1003	LONGEVITY PAY	0.00	2,388.00	0.00	2,388.00	2,500.00	112.00
1009	FICA EXPENSE	628.51	4,959.36	0.00	4,959.36	9,575.00	4,615.64
1010	RETIREMENT EXPENSE	851.50	6,694.40	0.00	6,694.40	13,100.00	6,405.60
1011	HEALTH INSURANCE EXPENSE	905.03	7,334.80	0.00	7,334.80	16,500.00	9,165.20
1012	FLEX ADMINISTRATION FEES	6.00	94.20	105.80	200.00	200.00	0.00
1014	WORKER'S COMPENSATION	0.00	91.33	0.00	91.33	300.00	208.67
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	300.00	300.00
1017	401K EXPENSE	330.62	2,800.60	0.00	2,800.60	5,500.00	2,699.40
2100	DEPARTMENT SUPPLIES	0.00	819.71	129.55	949.26	2,000.00	1,050.74
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	420.00	420.00
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	750.00	750.00
2600	OFFICE SUPPLIES	0.00	21.12	0.00	21.12	2,500.00	2,478.88
2900	ASSETS NOT CAPITALIZED	0.00	2,412.10	0.00	2,412.10	6,000.00	3,587.90
3100	TRAVEL	0.00	0.00	0.00	0.00	2,500.00	2,500.00
3150	CONFERENCE FEES AND SCHOOLS	105.00	338.75	0.00	338.75	1,920.00	1,581.25
3200	COMMUNICATIONS	144.11	1,144.94	655.06	1,800.00	3,000.00	1,200.00
3400	PRINTING	0.00	109.50	0.00	109.50	1,750.00	1,640.50
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	500.00	500.00
3700	ADVERTISING	1,395.00	1,724.75	0.00	1,724.75	3,500.00	1,775.25
3800	DATA PROCESSING SERVICES	362.57	3,313.01	2,554.99	5,868.00	8,060.00	2,192.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	0.00	200.00	200.00	500.00	300.00
3950	DUES AND SUBSCRIPTIONS	204.88	2,892.17	580.00	3,472.17	4,500.00	1,027.83
3980	MISCELLANEOUS EXPENSE	0.00	12.00	0.00	12.00	650.00	638.00
4300	EQUIPMENT RENTAL	0.00	1,055.00	0.00	1,055.00	1,750.00	695.00
4400	SERVICE & MAINTENANCE CONTRACTS	0.00	350.00	0.00	350.00	800.00	450.00
4500	INSURANCE AND BONDING	0.00	262.05	0.00	262.05	300.00	37.95
4990	OTHER CONTRACTED SERVICES	0.00	55,775.00	60,049.00	115,824.00	124,300.00	8,476.00
4991	Telecommunications Contracted	0.00	0.00	0.00	0.00	7,500.00	7,500.00
4995	ENGINEERING FEES NOT CAPITALIZED	0.00	0.00	0.00	0.00	500.00	500.00
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	0.00	0.00
Account Total:		13,281.22	157,835.79	65,274.40	223,110.19	345,175.00	122,064.81
5000 BUILDING & GROUNDS EXPENDITURES							
2100	DEPARTMENT SUPPLIES	141.75	4,587.68	1,410.09	5,997.77	7,000.00	1,002.23
2140	SEED and SOD	0.00	576.00	24.00	600.00	500.00	-100.00
2141	CHEMICALS	0.00	0.00	0.00	0.00	500.00	500.00
2142	FERTILIZER AND LIME	170.00	448.00	0.00	448.00	500.00	52.00
2144	MULCH & PINE NEEDLES	0.00	83.82	0.00	83.82	4,000.00	3,916.18
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	201.61	0.00	201.61	2,500.00	2,298.39
2900	ASSETS NOT CAPITALIZED	① 3,555.10	6,509.10	3,255.10	9,764.20	13,500.00	3,735.80
3200	COMMUNICATIONS	150.07	1,162.55	747.45	1,910.00	2,000.00	90.00
3300	UTILITIES	2,415.85	13,697.33	3,158.63	16,855.96	28,000.00	11,144.04
3350	Water Utilities	0.00	183.48	0.00	183.48	400.00	216.52

① Dehumidifier for Town Hall basement ;
Sponsored bench

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
3500	REPAIRS AND MAINTENANCE	0.00	17,175.15	3,875.00	21,050.15	79,425.00	58,374.85
3940	LANDFILL FEES/DUMPSTER F/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	1,275.00	25,466.05	9,100.00	34,566.05	35,000.00	433.95
4500	INSURANCE AND BONDING	0.00	22,252.60	0.00	22,252.60	25,000.00	2,747.40
4990	OTHER CONTRACTED SERVICES	400.10	2,558.71	299.90	2,858.61	15,000.00	12,141.39
5500	CAPITAL OUTLAY EQUIPMENT	0.00	19,867.65	0.00	19,867.65	34,250.00	14,382.35
5700	CAPITAL OUTLAY - LAND IMPR -	0.00	0.00	0.00	0.00	19,000.00	19,000.00
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	26,187.26	317.74	26,505.00	41,575.00	15,070.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
	Account Total:	8,107.87	140,956.99	22,187.91	163,144.90	309,350.00	146,205.10
5100	PUBLIC SAFETY EXPENDITURES						
4910	SHERIFF CONTRACT	0.00	162,378.55	0.00	162,378.55	400,000.00	237,621.45
4911	Sheriff Off Duty - Town events	0.00	0.00	0.00	0.00	5,600.00	5,600.00
4912	Sheriff off-duty for non-profit	0.00	287.08	0.00	287.08	3,000.00	2,712.92
4920	ANIMAL CGNTROL CONTRACT	0.00	2,613.00	0.00	2,613.00	12,500.00	9,887.00
	Account Total:	0.00	165,278.63	0.00	165,278.63	421,100.00	255,821.37
5300	FIRE EXPENSES						
3956	Fire Inspection Fees	1,203.00	3,640.00	0.00	3,640.00	10,000.00	6,360.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	200.00	200.00
4900	FINECROFT SEDGFIELD FIRE CONTRACT	0.00	510,045.66	0.00	510,045.66	679,070.00	169,024.34
5500	CAPITAL OUTLAY EQUIPMENT	0.00	580.35	0.00	580.35	6,700.00	6,119.65
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
	Account Total:	1,203.00	514,266.01	0.00	514,266.01	696,970.00	182,703.99
5600	STREET MAINTENANCE EXPENDITURES						
2100	DEPARTMENT SUPPLIES	19.86	680.82	0.00	680.82	6,000.00	5,319.18
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	330.69	0.00	330.69	6,000.00	5,669.31
2500	VEHICLE SUPPLIES	0.00	208.38	0.00	208.38	5,000.00	4,791.62
2520	FUELS - GAS & OIL	0.00	0.00	0.00	0.00	3,000.00	3,000.00
2900	ASSETS NOT CAPITALIZED	0.00	0.00	0.00	0.00	28,000.00	28,000.00
3300	UTILITIES	10,103.11	55,210.08	0.00	55,210.08	134,000.00	78,789.92
3500	REPAIRS AND MAINTENANCE	0.00	490.70	0.00	490.70	10,000.00	9,509.30
3940	LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	2,000.00	2,000.00
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
4500	INSURANCE AND BONDING	0.00	1,048.20	0.00	1,048.20	1,200.00	151.80
4980	STORMWATER FEES	0.00	5,681.00	0.00	5,681.00	5,700.00	19.00
4990	OTHER CONTRACTED SERVICES	0.00	30,727.50	5,946.50	36,674.00	67,174.00	30,500.00
5400	CAPITAL OUTLAY - MOTOR VEHICLES	0.00	0.00	0.00	0.00	30,000.00	30,000.00
5500	CAPITAL OUTLAY EQUIPMENT	5,649.99	11,149.98	0.00	11,149.98	11,500.00	350.02
5700	CAPITAL OUTLAY - LAND IMPR -	0.00	0.00	0.00	0.00	187,500.00	187,500.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
	Account Total:	15,772.96	106,387.35	5,946.50	112,333.85	499,274.00	386,940.15

*Snow
plow*

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
5700	POWELL BILL						
	4990 OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	275,000.00	275,000.00
	5700 CAPITAL OUTLAY - LAND IMPR -	0.00	0.00	0.00	0.00	20,000.00	20,000.00
	Account Total:	0.00	0.00	0.00	0.00	295,000.00	295,000.00
5800	SANITATION EXPENDITURES						
	1000 SALARIES AND WAGES	8,417.61	63,936.29	0.00	63,936.29	114,000.00	50,063.71
	1003 LONGEVITY PAY	0.00	978.00	0.00	978.00	1,500.00	522.00
	1009 FICA EXPENSE	630.26	4,809.03	0.00	4,809.03	8,900.00	4,090.97
	1010 RETIREMENT EXPENSE	861.15	6,634.05	0.00	6,634.05	12,000.00	5,365.95
	1011 HEALTH INSURANCE EXPENSE	2,715.08	19,275.97	0.00	19,275.97	33,000.00	13,724.03
	1012 FLEX ADMINISTRATION FEES	12.00	124.20	275.80	400.00	400.00	0.00
	1013 RETIREE HEALTH INSURANCE EXPENSE	682.50	5,460.00	0.00	5,460.00	10,800.00	5,340.00
	1014 WORKER'S COMPENSATION	0.00	6,393.06	0.00	6,393.06	9,700.00	3,306.94
	1015 Unemployment Compensation	0.00	1,767.11	0.00	1,767.11	2,000.00	232.89
	1017 401K EXPENSE	378.76	2,863.48	0.00	2,863.48	5,000.00	2,136.52
	2100 DEPARTMENT SUPPLIES	0.00	1,259.60	0.00	1,259.60	5,000.00	3,740.40
	2200 FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	100.00	100.00
	2500 VEHICLE SUPPLIES	693.93	4,263.99	0.00	4,263.99	8,500.00	4,236.01
	2520 FUELS - GAS & OIL	795.51	8,058.77	11,941.23	20,000.00	20,000.00	0.00
	3200 COMMUNICATIONS	63.01	416.07	193.93	610.00	1,000.00	390.00
	3400 PRINTING	0.00	0.00	0.00	0.00	400.00	400.00
	3500 REPAIRS AND MAINTENANCE	2,778.62	2,778.62	1,650.00	4,428.62	4,500.00	71.38
	3700 ADVERTISING	0.00	0.00	0.00	0.00	200.00	200.00
	3900 DRUG TESTING & BACKGROUND CHECKS	52.00	444.00	56.00	500.00	500.00	0.00
	3940 LANDFILL FEES/DUMPSTER P/U	4,259.64	34,996.48	25,003.52	60,000.00	60,000.00	0.00
	3945 Recycle Fees	8,209.18	65,486.26	34,055.74	99,542.00	102,000.00	2,458.00
	3980 MISCELLANEOUS EXPENSE	0.00	36.00	0.00	36.00	200.00	164.00
	4500 INSURANCE AND BONDING	0.00	1,572.31	0.00	1,572.31	1,800.00	227.69
	4990 OTHER CONTRACTED SERVICES	0.00	9,734.19	0.00	9,734.19	14,000.00	4,265.81
	9700 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
	Account Total:	30,549.25	241,287.48	73,176.22	314,463.70	415,500.00	101,036.30
6200	RECREATION EXPENDITURES						
	1000 SALARIES AND WAGES	8,047.40	67,347.11	0.00	67,347.11	107,000.00	39,652.89
	1003 LONGEVITY PAY	0.00	2,120.00	0.00	2,120.00	2,300.00	180.00
	1009 FICA EXPENSE	610.20	5,271.45	0.00	5,271.45	8,500.00	3,228.55
	1010 RETIREMENT EXPENSE	736.99	6,446.25	0.00	6,446.25	10,000.00	3,553.75
	1011 HEALTH INSURANCE EXPENSE	1,810.06	14,669.00	0.00	14,669.00	22,000.00	7,331.00
	1012 FLEX ADMINISTRATION FEES	6.00	94.20	105.80	200.00	200.00	0.00
	1014 WORKER'S COMPENSATION	0.00	2,054.91	0.00	2,054.91	3,500.00	1,445.09
	1015 Unemployment Compensation	0.00	0.00	0.00	0.00	200.00	200.00
	1017 401K EXPENSE	324.04	2,739.72	0.00	2,739.72	4,300.00	1,560.28
	2100 DEPARTMENT SUPPLIES	276.39	4,550.97	771.71	5,322.68	9,000.00	3,677.32
	2140 SEED and SOD	0.00	216.00	9.00	225.00	1,000.00	775.00
	2141 CHEMICALS	2,115.00	2,455.00	0.00	2,455.00	3,000.00	545.00
	2142 FERTILIZER AND LIME	170.00	821.00	34.00	855.00	2,000.00	1,145.00
	2143 IRRIGATION SUPPLIES	0.00	0.00	0.00	0.00	800.00	800.00
	2144 MULCH & PINE NEEDLES	0.00	456.00	0.00	456.00	5,500.00	5,044.00
	2145 TOPSOIL (Sand)	0.00	0.00	0.00	0.00	1,500.00	1,500.00
	2200 FOOD AND PROVISIONS	0.00	44.22	0.00	44.22	50.00	5.78

② Garbage trucks - service + repairs

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2400	CONSTRUCTION & REPAIR SUPPLIES	107.25	527.59	0.00	527.59	3,000.00	2,472.41
2500	VEHICLE SUPPLIES	18.99	129.36	0.00	129.36	1,000.00	870.64
2520	FUELS - GAS & OIL	0.00	0.00	0.00	0.00	5,000.00	5,000.00
2550	EQUIPMENT SUPPLIES	0.00	1,562.15	0.00	1,562.15	4,500.00	2,937.85
2600	OFFICE SUPPLIES	0.00	51.46	0.00	51.46	300.00	248.54
2900	ASSETS NOT CAPITALIZED	0.00	1,657.97	600.00	2,257.97	6,900.00	4,642.03
3100	TRAVEL	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	100.00	0.00	100.00	1,500.00	1,400.00
3200	COMMUNICATIONS	74.64	547.06	312.94	860.00	2,000.00	1,140.00
3300	UTILITIES	1,536.04	8,278.97	0.00	8,278.97	14,500.00	6,221.03
3350	Water Utilities	0.00	58.32	0.00	58.32	650.00	591.68
3500	REPAIRS AND MAINTENANCE	0.00	640.00	1,250.00	1,890.00	2,500.00	610.00
3710	Sponsorship expenditures	0.00	0.00	0.00	0.00	100.00	100.00
3800	DATA PROCESSING SERVICES	21.34	171.54	84.46	256.00	820.00	564.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	0.00	500.00	500.00	500.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3950	DUES AND SUBSCRIPTIONS	0.00	345.00	0.00	345.00	370.00	25.00
3980	MISCELLANEOUS EXPENSE	0.00	24.00	0.00	24.00	500.00	476.00
3981	Special Events	0.00	900.00	1,000.00	1,900.00	14,000.00	17,100.00
4101	Library Services	500.00	94,500.00	0.00	94,500.00	107,500.00	13,000.00
4102	Recreation Services	0.00	0.00	0.00	0.00	25,250.00	25,250.00
4103	Culture/Historical Services	0.00	0.00	0.00	0.00	10,500.00	10,500.00
4300	EQUIPMENT RENTAL	6,380.37	10,105.16	7,370.08	17,475.24	21,300.00	3,824.76
4400	SERVICE & MAINTENANCE CONTRACTS	180.00	2,340.00	720.00	3,060.00	3,000.00	-60.00
4500	INSURANCE AND BONDING	0.00	1,747.01	0.00	1,747.01	2,000.00	252.99
4990	OTHER CONTRACTED SERVICES	82.00	1,959.04	2,600.00	4,559.04	6,350.00	1,790.96
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	0.00	0.00	0.00	75,000.00	75,000.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	400.00	400.00
Account Total:		22,996.71	234,930.46	15,357.99	250,288.45	492,290.00	242,001.55
6300	GOLF COURSE MAINTENANCE						
1000	SALARIES AND WAGES	25,702.30	218,929.00	0.00	218,929.00	351,200.00	132,271.00
1003	LONGEVITY PAY	0.00	6,834.00	0.00	6,834.00	7,000.00	166.00
1009	FICA EXPENSE	1,931.38	16,806.77	0.00	16,806.77	27,700.00	10,893.23
1010	RETIREMENT EXPENSE	2,255.08	20,616.29	0.00	20,616.29	32,265.00	11,648.71
1011	HEALTH INSURANCE EXPENSE	3,167.61	35,315.86	0.00	35,315.86	55,000.00	19,684.14
1012	FLEX ADMINISTRATION FEES	6.00	94.20	205.80	300.00	300.00	0.00
1013	RETIREE HEALTH INSURANCE EXPENSE	0.00	2,217.48	0.00	2,217.48	10,800.00	8,582.52
1014	WORKER'S COMPENSATION	0.00	4,109.82	0.00	4,109.82	6,000.00	1,890.18
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	500.00	500.00
1017	401K EXPENSE	580.41	7,795.31	0.00	7,795.31	12,800.00	5,004.69
2100	DEPARTMENT SUPPLIES	8.00	2,325.29	271.70	2,596.99	8,500.00	5,903.01
2140	SEED and SOD	0.00	836.00	9.00	845.00	2,000.00	1,155.00
2141	CHEMICALS	6,283.10	35,635.50	0.00	35,635.50	40,000.00	4,364.50
2142	FERTILIZER AND LIME	208.00	12,415.12	0.00	12,415.12	30,000.00	17,584.88
2143	IRRIGATION SUPPLIES	0.00	1,309.95	0.00	1,309.95	7,000.00	5,690.05
2144	MULCH & PINE NEEDLES	0.00	0.00	0.00	0.00	2,000.00	2,000.00
2145	TOPSOIL (Sand)	0.00	3,650.60	0.00	3,650.60	10,000.00	6,349.40
2155	TEE AND GREEN SUPPLIES	0.00	0.00	601.00	601.00	3,000.00	2,399.00
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	200.00	200.00
2400	CONSTRUCTION & REPAIR SUPPLIES	12.99	1,455.41	0.00	1,455.41	5,000.00	3,544.59

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2500	VEHICLE SUPPLIES	0.00	32.49	0.00	32.49	500.00	467.51
2520	FUELS - GAS & OIL	154.42	8,025.15	13,974.85	22,000.00	22,000.00	0.00
2550	EQUIPMENT SUPPLIES	0.00	7,113.95	0.00	7,113.95	16,500.00	9,386.05
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	300.00	300.00
2900	ASSETS NOT CAPITALIZED	0.00	383.62	800.00	1,183.62	3,000.00	1,816.38
3100	TRAVEL	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	0.00	0.00	0.00	1,500.00	1,500.00
3200	COMMUNICATIONS	323.97	2,067.92	1,682.08	3,750.00	5,500.00	1,750.00
3300	UTILITIES	1,522.02	8,431.35	989.24	9,420.59	19,000.00	9,579.41
3350	Water Utilities	0.00	58.32	0.00	58.32	650.00	591.68
3500	REPAIRS AND MAINTENANCE	307.71	3,081.37	1,000.00	4,081.37	8,000.00	3,918.63
3700	ADVERTISING	150.00	150.00	0.00	150.00	1,000.00	850.00
3800	DATA PROCESSING SERVICES	42.69	343.19	556.81	900.00	900.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	107.00	1,093.00	1,200.00	1,500.00	300.00
3940	LANDFILL FEES/DUMPSTER P/U	139.45	1,147.07	452.93	1,600.00	5,000.00	3,400.00
3950	DUES AND SUBSCRIPTIONS	0.00	999.99	0.00	999.99	2,000.00	1,000.01
3980	MISCELLANEOUS EXPENSE	0.00	310.00	0.00	310.00	500.00	190.00
4300	EQUIPMENT RENTAL	145.42	37,047.77	17,108.68	54,156.45	62,000.00	7,843.55
4400	SERVICE & MAINTENANCE CONTRACTS	0.00	2,996.00	0.00	2,996.00	4,000.00	1,004.00
4500	INSURANCE AND BONDING	0.00	10,482.05	0.00	10,482.05	12,000.00	1,517.95
4950	LAB TESTING	0.00	0.00	0.00	0.00	600.00	600.00
4990	OTHER CONTRACTED SERVICES	174.00	5,724.00	0.00	5,724.00	6,000.00	276.00
5500	CAPITAL OUTLAY EQUIPMENT	0.00	0.00	0.00	0.00	8,000.00	8,000.00
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	1,967.00	0.00	1,967.00	562,000.00	560,033.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	2,000.00	2,000.00
Account Total:		43,114.55	460,814.84	38,745.09	499,559.93	1,356,715.00	857,155.07
6301	GOLF SHOP EXPENDITURES						
1000	SALARIES AND WAGES	16,132.93	158,931.50	0.00	158,931.50	235,000.00	76,068.50
1003	LONGEVITY PAY	0.00	2,260.00	0.00	2,260.00	2,300.00	40.00
1009	FICA EXPENSE	1,241.18	12,398.41	0.00	12,398.41	18,200.00	5,801.59
1010	RETIREMENT EXPENSE	1,208.74	10,438.07	0.00	10,438.07	16,500.00	6,061.93
1011	HEALTH INSURANCE EXPENSE	2,715.09	22,003.80	0.00	22,003.80	33,000.00	10,996.20
1012	FLEX ADMINISTRATION FEES	0.00	0.00	60.00	60.00	60.00	0.00
1013	RETIREE HEALTH INSURANCE EXPENSE	0.00	1,839.72	0.00	1,839.72	10,800.00	8,960.28
1014	WORKER'S COMPENSATION	0.00	913.29	0.00	913.29	2,000.00	1,086.71
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	500.00	500.00
1017	401K EXPENSE	521.58	4,388.60	0.00	4,388.60	6,850.00	2,461.40
2100	DEPARTMENT SUPPLIES	84.16	5,070.02	1,398.53	6,468.55	9,500.00	3,031.45
2101	Grill Supplies	226.25	1,379.31	4,091.04	5,470.35	8,500.00	3,029.65
2156	RANGE SUPPLIES	0.00	3,266.67	0.00	3,266.67	5,500.00	2,233.33
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	350.00	350.00
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	345.87	0.00	345.87	1,000.00	654.13
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	237.29	0.00	237.29	1,000.00	762.71
2700	GOLF INVENTORY FOR RESALE	550.27	21,266.58	10,045.40	31,311.98	38,000.00	6,688.02
2705	Golf Special Orders - Purchases	602.29	3,540.66	750.00	4,290.66	5,000.00	709.34
2710	CONCESSION INVENTORY RESALE	132.67	16,708.28	4,869.24	21,577.52	52,000.00	30,422.48
2715	Food purchased not in inventory	124.83	4,903.18	7,920.37	12,823.55	22,000.00	9,176.45
2900	ASSETS NOT CAPITALIZED	0.00	134.99	0.00	134.99	2,500.00	2,365.01

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
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	793.42	6,201.10	2,998.90	9,200.00	11,000.00	1,800.00
3300	UTILITIES	1,237.52	8,937.95	1,376.57	10,314.52	16,000.00	5,685.48
3350	Water Utilities	0.00	58.32	0.00	58.32	500.00	441.68
3400	PRINTING	0.00	0.00	0.00	0.00	500.00	500.00
3500	REPAIRS AND MAINTENANCE	0.00	301.87	0.00	301.87	3,000.00	2,698.13
3700	ADVERTISING	60.40	578.20	241.80	820.00	10,000.00	9,180.00
3800	DATA PROCESSING SERVICES	692.29	5,407.54	8,742.46	14,150.00	14,150.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	229.00	1,771.00	2,000.00	2,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	148.45	1,228.07	471.93	1,700.00	3,600.00	1,900.00
3950	DUES AND SUBSCRIPTIONS	125.00	554.00	0.00	554.00	800.00	246.00
3955	Permit fees	0.00	120.00	0.00	120.00	200.00	80.00
3960	BANK AND MERCHANT FEES	659.29	14,561.04	1,938.96	16,500.00	17,500.00	1,000.00
3980	MISCELLANEOUS EXPENSE	0.00	36.00	0.00	36.00	250.00	214.00
4300	EQUIPMENT RENTAL	146.81	1,837.64	589.22	2,426.86	4,500.00	2,073.14
4310	GOLF CART RENTALS	5,327.28	42,618.24	21,309.12	63,927.36	65,800.00	1,872.64
4311	SALES AND USE TAX PAID	598.17	12,859.70	0.00	12,859.70	17,000.00	4,140.30
4400	SERVICE & MAINTENANCE CONTRACTS	535.68	9,312.44	3,814.72	13,127.16	16,000.00	2,872.84
4500	INSURANCE AND BONDING	0.00	12,031.05	0.00	12,031.05	12,000.00	-31.05
4990	OTHER CONTRACTED SERVICES	298.50	2,195.78	150.16	2,345.94	4,000.00	1,654.06
9700	CONTINGENCY	0.00	0.00	0.00	0.00	2,500.00	2,500.00
Account Total:		34,162.80	389,094.18	72,539.42	461,633.60	674,360.00	212,726.40
8000 Debt Service							
7100	DEBT PRINCIPAL PAYMENTS	23,644.55	99,998.70	0.00	99,998.70	152,000.00	52,001.30
7200	DEBT INTEREST PAYMENTS	3,561.00	13,685.20	0.00	13,685.20	21,000.00	7,314.80
Account Total:		27,205.55	113,683.90	0.00	113,683.90	173,000.00	59,316.10
9600 OTHER FINANCING USES							
9600	TRANSFERS TO OTHER FUNDS	11,168.96	94,293.08	0.00	94,293.08	100,000.00	5,706.92
Account Total:		11,168.96	94,293.08	0.00	94,293.08	100,000.00	5,706.92
Account Group Total:		245,559.37	2,998,258.39	348,412.44	3,346,670.83	6,449,325.63	3,102,654.80
Fund Total:		245,559.37	2,998,258.39	348,412.44	3,346,670.83	6,449,325.63	3,102,654.80

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TOWN OF JAMESTOWN, NC
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 21

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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	0.49	27.06	100.00	72.94	27 %
3981 TRANSFER FROM GENERAL FUND	11,168.96	94,293.08	100,000.00	5,706.92	94 %
Account Group Total:	11,169.45	94,320.14	100,100.00	5,779.86	94 %
Fund Total:	11,169.45	94,320.14	100,100.00	5,779.86	94 %

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03/02/21
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TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 2 / 21

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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	39,280.55	0.00	39,280.55	78,200.00	38,919.45
	9800 RESERVE FOR FUTURE EXPENDITURES	0.00	0.00	0.00	0.00	21,900.00	21,900.00
	Account Total:	0.00	39,280.55	0.00	39,280.55	100,100.00	60,819.45
	Account Group Total:	0.00	39,280.55	0.00	39,280.55	100,100.00	60,819.45
	Fund Total:	0.00	39,280.55	0.00	39,280.55	100,100.00	60,819.45

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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	605.99	3,200.00	2,594.01	19 %
3710 UTILITY CHARGE - WATER	66,297.09	595,713.66	905,000.00	309,286.34	66 %
3720 UTILITY CHARGE - SEWER	93,392.43	1,537,547.21	2,508,000.00	970,452.79	61 %
3741 Meter Fee	300.00	4,220.00	500.00	-3,720.00	844 %
3742 System Development Fees to be transferred	3,000.00	35,300.00	0.00	-35,300.00	** %
3743 System Admin / Installation fee	100.00	1,000.00	100.00	-900.00	*** %
3745 Connection Fees - Water and Sewer	900.00	7,100.00	10,000.00	2,900.00	71 %
3750 NONPAYMENT / RECONNECTION FEES	800.00	8,550.00	11,000.00	2,450.00	78 %
3755 Return Check Fees	25.00	225.00	350.00	125.00	64 %
3760 LATE FEES	1,450.00	12,319.20	23,000.00	10,680.80	54 %
3765 CREDIT CARD ADMINISTRATION FEES	13.50	169.49	800.00	630.51	21 %
3831 INVESTMENT EARNINGS	146.80	23,264.64	60,000.00	36,735.36	39 %
3839 MISCELLANEOUS REVENUES	0.00	416.00	100.00	-316.00	416 %
3987 TRANSFER FROM RANDLEMAN CAPITAL RESERVE FUND	0.00	61,119.61	123,000.00	61,881.39	50 %
3988 TRANSFER FROM WATER SEWER CAPITAL RESERVE	0.00	1,758,125.00	1,800,000.00	41,875.00	98 %
3992 NET POSITION APPROPRIATED	0.00	0.00	2,030,815.00	2,030,815.00	0 %
Account Group Total:	166,424.82	4,045,674.80	7,475,865.00	3,430,190.20	54 %
Fund Total:	166,424.82	4,045,674.80	7,475,865.00	3,430,190.20	54 %

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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	46,344.79	381,920.32	0.00	381,920.32	674,500.00	292,579.68
1003	LONGEVITY PAY	0.00	12,188.00	0.00	12,188.00	12,450.00	262.00
1009	FICA EXPENSE	3,534.25	30,104.18	0.00	30,104.18	51,875.00	21,770.82
1010	RETIREMENT EXPENSE	4,727.16	39,898.22	0.00	39,898.22	64,900.00	25,001.78
1011	HEALTH INSURANCE EXPENSE	9,955.33	78,789.58	0.00	78,789.58	118,050.00	39,260.42
1012	FLEX ADMINISTRATION FEES	18.00	282.60	517.40	800.00	800.00	0.00
1013	RETIREE HEALTH INSURANCE EXPENSE	1,765.90	6,393.61	0.00	6,393.61	11,700.00	5,306.39
1014	WORKER'S COMPENSATION	0.00	9,359.94	0.00	9,359.94	13,000.00	3,640.06
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	1,000.00	1,000.00
1017	401K EXPENSE	2,130.48	17,702.70	0.00	17,702.70	27,725.00	10,022.30
1019	PROFESSIONAL SERVICES <i>Audit</i>	3,000.00	11,325.00	0.00	11,325.00	11,350.00	25.00
2100	DEPARTMENT SUPPLIES	550.38	13,396.73	1,201.98	14,598.71	30,000.00	15,401.29
2105	WATER METERS	814.04	4,602.16	5.96	4,608.12	32,000.00	27,391.88
2200	FOOD AND PROVISIONS	0.00	286.04	0.00	286.04	1,000.00	713.96
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	4,358.35	4,724.58	9,082.93	15,000.00	5,917.07
2500	VEHICLE SUPPLIES	95.07	3,418.25	0.00	3,418.26	7,500.00	4,081.74
2520	FUELS - GAS & OIL	419.62	11,106.50	10,414.16	21,520.66	22,000.00	479.34
2550	EQUIPMENT SUPPLIES	0.00	745.07	0.00	745.07	5,000.00	4,254.93
2600	OFFICE SUPPLIES	0.00	574.15	0.00	574.15	2,000.00	1,425.85
2750	PURCHASE OF WATER	20,218.51	209,570.87	48,656.17	258,227.04	340,000.00	81,772.96
2755	Water Transmission Fees	1,647.00	11,529.00	0.00	11,529.00	26,000.00	14,471.00
2900	ASSETS NOT CAPITALIZED	295.99	12,665.88	1,150.00	13,815.88	25,200.00	11,384.12
3100	TRAVEL	0.00	0.00	0.00	0.00	4,500.00	4,500.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	740.00	0.00	740.00	7,500.00	6,760.00
3200	COMMUNICATIONS	2,249.70	16,791.96	10,823.04	27,615.00	33,500.00	5,885.00
3300	UTILITIES	1,405.76	8,832.16	0.00	8,832.16	15,000.00	6,167.84
3350	Water Utilities	0.00	296.44	0.00	296.44	500.00	203.56
3400	PRINTING	358.32	2,913.27	1,777.73	4,691.00	7,000.00	2,309.00
3500	REPAIRS AND MAINTENANCE	2,405.14	7,083.67	0.00	7,083.67	30,000.00	22,916.33
3700	ADVERTISING	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3800	DATA PROCESSING SERVICES	1,306.52	10,530.44	8,969.56	19,500.00	19,500.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	369.00	1,631.00	2,000.00	2,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	36.96	0.00	36.96	4,000.00	3,963.04
3950	DUES AND SUBSCRIPTIONS	155.00	2,742.13	0.00	2,742.13	3,000.00	257.87
3955	Permit Fees	0.00	2,907.50	0.00	2,907.50	5,000.00	2,092.50
3960	BANK AND MERCHANT FEES	846.20	7,553.46	1,199.36	8,752.82	14,000.00	5,247.18
3980	MISCELLANEOUS EXPENSE	0.00	238.00	0.00	238.00	1,500.00	1,262.00
4300	EQUIPMENT RENTAL	144.55	8,771.12	1,066.05	9,837.17	12,500.00	2,662.83
4400	SERVICE & MAINTENANCE CONTRACTS	2,127.83	34,368.37	8,482.50	42,850.87	50,000.00	7,149.13
4401	NCB11 Fees	210.00	1,230.00	995.75	2,225.75	2,000.00	-225.75
4500	INSURANCE AND BONDING	0.00	47,663.49	0.00	47,663.49	48,000.00	336.51
4950	LAB TESTING	499.00	2,127.00	6,873.00	9,000.00	9,000.00	0.00
4960	SEWER TREATMENT	0.00	361,578.06	0.00	361,578.06	800,000.00	438,421.94
4990	OTHER CONTRACTED SERVICES	2,713.43	17,483.53	8,753.95	26,237.48	230,000.00	203,762.52
4995	ENGINEERING FEES NOT CAPITALIZED	0.00	0.00	0.00	0.00	10,000.00	10,000.00
5400	CAPITAL OUTLAY - MOTOR VEHICLES	0.00	42,287.73	87,898.89	130,186.62	142,000.00	11,813.38
5500	CAPITAL OUTLAY EQUIPMENT	0.00	1,090.24	4,776.80	5,867.04	5,900.00	32.96
5900	CAPITAL OUTLAY - WATER IMPROVEMENTS	0.00	0.00	5,000.00	5,000.00	1,155,000.00	1,150,000.00
5910	CAPITAL OUTLAY - SEWER IMPROVEMENTS	0.00	2,104,380.69	123.40	2,104,504.09	2,676,810.00	572,305.91

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TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 2 / 21

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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	43,955.60	0.00	43,955.60	45,100.00	1,144.40
6801	DEBT PAYMENTS TO PIEDMONT TRIAD	0.00	61,118.61	0.00	61,118.61	123,000.00	61,881.39
6810	Payments for Odor Control Project	0.00	7,290.92	0.00	7,290.92	22,000.00	14,709.08
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	12,500.83	37,502.49	0.00	37,502.49	50,005.00	12,502.51
7200	DEBT INTEREST PAYMENTS	2,117.64	6,579.81	0.00	6,579.81	9,000.00	2,420.19
9600	TRANSFERS TO OTHER FUNDS	0.00	443,132.00	0.00	443,132.00	443,500.00	368.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Account Total:		124,556.44	4,141,811.81	216,041.28	4,357,853.09	7,475,865.00	3,118,011.91
Account Group Total:		124,556.44	4,141,811.81	216,041.28	4,357,853.09	7,475,865.00	3,118,011.91
Fund Total:		124,556.44	4,141,811.81	216,041.28	4,357,853.09	7,475,865.00	3,118,011.91

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TOWN OF JAMESTOWN, NC
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 21

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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	5.05	111.55	7,000.00	6,888.45	2 %
3986 TRANSFER FROM ENTERPRISE FUNDS	0.00	32,850.00	32,850.00	0.00	100 %
3992 NET POSITION APPROPRIATED	0.00	0.00	83,150.00	83,150.00	0 %
Account Group Total:	5.05	32,961.55	123,000.00	90,038.45	27 %
Fund Total:	5.05	32,961.55	123,000.00	90,038.45	27 %

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TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 2 / 21

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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	61,118.61	0.00	61,118.61	123,000.00	61,881.39
	Account Total:	0.00	61,118.61	0.00	61,118.61	123,000.00	61,881.39
	Account Group Total:	0.00	61,118.61	0.00	61,118.61	123,000.00	61,881.39
	Fund Total:	0.00	61,118.61	0.00	61,118.61	123,000.00	61,881.39

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TOWN OF JAMESTOWN, NC
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 21

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61 WATER AND SEWER CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue %	
	Current Month	Received YTD		To Be Received	Received
3000					
3831 INVESTMENT EARNINGS	0.65	200.45	300.00	99.55	67 %
3906 TRANSFER FROM ENTERPRISE FUNDS	0.00	410,282.00	410,500.00	218.00	100 %
3992 NET POSITION APPROPRIATED	0.00	0.00	1,389,200.00	1,389,200.00	0 %
Account Group Total:	0.65	410,482.45	1,800,000.00	1,389,517.55	23 %
Fund Total:	0.65	410,482.45	1,800,000.00	1,389,517.55	23 %
Grand Total:	576,478.65	8,364,786.06	15,948,290.63	7,583,504.57	52 %

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TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 2 / 21

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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	1,758,125.00	0.00	1,758,125.00	1,800,000.00	41,875.00
	Account Total:	0.00	1,758,125.00	0.00	1,758,125.00	1,800,000.00	41,875.00
	Account Group Total:	0.00	1,758,125.00	0.00	1,758,125.00	1,800,000.00	41,875.00
	Fund Total:	0.00	1,758,125.00	0.00	1,758,125.00	1,800,000.00	41,875.00
	Grand Total:	370,115.81	8,998,594.36	564,453.72	9,563,048.08	15,948,290.63	6,385,242.55

Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

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 February 2021

AGENDA ITEM #: II-1



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

Attached is the report of golf operations for February 2021. The report shows that revenues were up by almost \$8,000 (37%) over the prior February. Year to date revenues are also up by approximately 25% over year to date February 2020. Rounds of golf for February 2021 were up 49% over rounds in February 2020 (even with more bad weather days); year to date rounds of golf were up by 24%. And there were no clubhouse rentals and only take-out grill orders in February 2021 - these areas had less revenue than in February 2020. So it was the golf play that accounts for all the increase. This appears to be a consistent trend since the golf shop opened back up after being shut down for Covid.

Golf maintenance expenditures were almost exactly the same in February 2021 and February 2020. Year-to-date expenditures were up by about 5% over 2020.

Golf shop expenditures were almost exactly the same in February 2021 and February 2020. Year-to-date expenditures were up by about 14% over 2020.

The bottom line is that the net loss for year-to-date 2021 is 20% less than for 2020. And the best playing months are yet to come - so a very positive trend!

ATTACHMENTS: Golf Report for February 2021

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Summary
FYE 6/30/21

	<u>February 2021</u>	<u>February 2020</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/21</u>	<u>YTD FYE 6/30/20</u>	<u>Variance</u>	<u>% Variance</u>
Golf Course Operating Revenues	29,445	21,471	7,974	37.14%	628,366	504,041	124,325	24.67%
Golf Course Maintenance Expenditures (before capital outlay)	43,115	42,787	328	0.77%	458,848	436,445	22,403	5.13%
Golf Course Golf Shop Expenditures (before capital outlay)	34,163	34,322	(159)	-0.46%	389,094	341,025	48,069	14.10%
Net exp < or > rev before Capital Outlay	(47,833)	(55,638)	7,805		(219,576)	(273,429)	53,853	
Capital Outlay	-	2,200	(2,200)		1,967	2,200	233	
Net expenditures < or > revenues	<u>(47,833)</u>	<u>(57,838)</u>	10,005	17.30%	<u>(221,543)</u>	<u>(275,629)</u>	54,086	19.62%
Golf Rounds Played (not including complimentary play)	909	609			18,959	15,309		
Bad Weather Days (1)	18	15			58	76		
Days closed for aerification, covered greens, COVID	-	2			4	9		
Golf course employees paid during the month:								
Full-time positions	7	8						
Part-time hours	556	474						

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

Golf Course Revenues
Revenues
FYE 6/30/21

	<u>February 2021</u>	<u>February 2020</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/21</u>	<u>YTD FYE 6/30/20</u>	<u>Variance</u>	<u>% Variance</u>
Greens	15,136	10,830	4,306	39.76%	322,285	259,649	62,636	24.12%
Cart Rentals	7,676	5,024	2,652	52.79%	180,852	133,016	47,836	35.96%
Pull Carts	15	8	7	87.50%	232	131	101	77.10%
Driving Range	1,627	1,803	(176)	-9.76%	33,174	24,059	9,115	37.89%
Sales - Golf Shop Inventory	2,551	936	1,615	172.54%	40,943	27,464	13,479	49.08%
Sales - Golf Shop Concessions	2,340	2,260	80	3.54%	49,905	50,267	(362)	-0.72%
Golf Clubhouse Rental Fees	100 (golf clubs)	610	(510)	-83.61%	975 (golf clubs)	9,455	(8,480)	-89.69%
Ins Recoveries	<u>-</u>	<u>-</u>			<u>-</u>	<u>-</u>		
	<u>29,445</u>	<u>21,471</u>	7,974	37.14%	<u>628,366</u>	<u>504,041</u>	124,325	24.67%

Note: Grill is currently open for take-out only.
 Clubhouse is not open for rentals.

Jamestown Park Golf Course Operations
 Golf Maintenance Expenditures
 FYE 6/30/21

	<u>February 2021</u>	<u>February 2020</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/21</u>	<u>YTD FYE 6/30/20</u>	<u>Variance</u>	<u>% Variance</u>
<i>Salaries & Employee Benefits</i>	33,642	30,950	2,692	8.70%	312,718	291,110	21,608	7.42%
<i>Supplies & Materials</i>	6,668	2,751	3,917	142.38%	73,185	75,512	(2,327)	-3.08%
<i>Contractual Services</i>	319	6,771	(6,452)	-95.29%	56,250	50,051	6,199	12.39%
<i>Other Operating Expenditures (utilities, communications, etc)</i>	<u>2,486</u>	<u>2,315</u>	<u>171</u>	7.39%	<u>16,695</u>	<u>19,772</u>	<u>(3,077)</u>	-15.56%
<i>Total Exp before Capital Outlay</i>	<u>43,115</u>	<u>42,787</u>	<u>328</u>	0.77%	<u>458,848</u>	<u>436,445</u>	<u>22,403</u>	5.13%
<i>Capital Outlay</i>	<u>-</u>	<u>2,200</u>	<u>(2,200)</u>		<u>1,967</u>	<u>2,200</u>	<u>(233)</u>	
	<u><u>43,115</u></u>	<u><u>44,987</u></u>	<u><u>(1,872)</u></u>	-4.16%	<u><u>460,815</u></u>	<u><u>438,645</u></u>	<u><u>22,170</u></u>	5.05%

Variances:

	<u>February 2021</u>	<u>February 2020</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/21</u>	<u>YTD FYE 6/30/20</u>	<u>Variance</u>	<u>% Variance</u>
<i>Salaries & Employee Benefits</i>	21,820	17,988	3,832	21.30%	213,173	176,027	37,146	21.10%
<i>Supplies & Materials</i>	1,722	5,133	(3,411)	-66.45%	56,853	57,575	(722)	-1.25%
<i>Contractual Services</i>	6,906	7,833	(927)	-11.83%	80,855	74,484	6,371	8.55%
<i>Other Operating Expenditures (utilities, communications, etc)</i>	<u>3,715</u>	<u>3,368</u>	<u>347</u>	10.30%	<u>38,213</u>	<u>32,939</u>	<u>5,274</u>	16.01%
<i>Total Exp before Capital Outlay</i>	<u>34,163</u>	<u>34,322</u>	<u>(159)</u>	-0.46%	<u>389,094</u>	<u>341,025</u>	<u>48,069</u>	14.10%
<i>Capital Outlay</i>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	<u>-</u>	
	<u><u>34,163</u></u>	<u><u>34,322</u></u>	<u>(159)</u>	-0.46%	<u><u>389,094</u></u>	<u><u>341,025</u></u>	<u>48,069</u>	14.10%

Variances:

**Grill Operations
FYE 6/30/21**

	<u>February 2021</u>	<u>YTD FYE 6/30/21</u>	<u>February 2020</u>	<u>YTD FYE 6/30/20</u>
Golf Shop Grill Revenues	2,340	49,905	2,260	50,267
Golf Shop Rental Revenue	-	-	570	8,035
	<u>2,340</u>	<u>49,905</u>	<u>2,830</u>	<u>58,302</u>
	see Note			
Expenditures:				
Wages	3,062	26,965	2,728	24,865
FICA	234	2,113	208	1,904
Benefits	1,355	11,215	1,077	8,950
Grill supplies	226	1,379	284	1,630
Food & beverage purchases	258	21,611	1,648	23,371
	<u>5,135</u>	<u>63,283</u>	<u>5,945</u>	<u>60,720</u>
	<u>(2,795)</u>	<u>(13,378)</u>	<u>(3,115)</u>	<u>(2,418)</u>

Note: Grill is currently open for take-out only.

Golf shop is not open for rentals during COVID.

Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

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: Notification of Advances Outstanding at 2/28/21 for sidewalk projects AGENDA ITEM #: II-J

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

At the February 15, 2020 Town Council meeting, approval was done to allow the Town Manager or designee to make cash advances from the General Fund to the sidewalk capital project funds in order to pay the construction invoices. These will be reimbursed by NCDOT for all allowable expenditures.

The Town's budget ordinance states that Council must be notified of any advances that will not be repaid within 60 days.

The current balance of advances to cover invoices paid for which reimbursement has been requested but not yet received are as follows:

East Main Street (Lydia) sidewalk project - \$706,762

East Fork Road sidewalk & pedestrian bridge project - \$62,563

Note: We have received reimbursements for 15 of our 21 requests so far from NCDOT

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

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 #18

AGENDA ITEM #: II-K



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

Budget amendment 18.a. would allow the Town to contract for code enforcement on a trial basis for 13 weeks (up to June 30, 2021). This will allow for 2 days per week. We believe the days could be cut to 1 day per week if we want to continue with the service in the 2021/22 fiscal year.

Budget amendment 18.b. will increase golf revenues which are associated with play on the course. We decreased the original amounts in the proposed budget for golf revenues due to COVID. The amounts proposed for this amendment are the decreases that were made to line items involving play only. We believe that revenues for the FYE 6-30-21 will exceed the original amounts that would have been budgeted if not for COVID. Thus, the revenue budgets will still be conservative and do not take into account the increases in rates.

Budget amendment 18.c. will increase budget for repairs to irrigation pumps at the golf course. We had previously had on the CIP to fund new irrigation pumps. We learned that this will not be necessary; however there are repairs to the pumps needed. The item on the CIP for new pumps has been removed.

ATTACHMENTS: Budget Amendment #18

RECOMMENDATION/ACTION NEEDED: Approve budget amendment #18

BUDGETARY IMPACT: \$64,520 increase in revenues and \$60,520 decrease in appropriated fund balance

SUGGESTED MOTION: Approve budget amendment #18

FOLLOW UP ACTION NEEDED:

FYE 6/30/21
 BUDGET AMENDMENT #18

		<u>Debit</u>	<u>Credit</u>
Fund 10:			
a.	Other contracted services	10-4900-4990	7,280.00
	Appropriated Fund Balance	10-3991	7,280.00
<p>Increase budget to contract for code enforcement services for 13 weeks.</p>			
b.	Appropriated Fund Balance	10-3991	71,800.00
	Green Fees	10-3600	42,500.00
	Cart Rentals	10-3610	24,300.00
	Driving Range	10-3650	5,000.00
<p>To increase revenue budgets for the amount that we decreased the original 2020/21 budget due to COVID. We are anticipating revenues over and above these original amounts for the 2020/21 fiscal year.</p>			
c.	Repairs & Maintenance - golf maintenance	10-6300-3500	4,000.00
	Appropriated Fund Balance	10-3991	4,000.00
<p>Increase budget for repairs to irrigation pumps</p>			

Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

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: Discussion of Parks Master Plan - Option B

AGENDA ITEM #: IV-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 10 min.

DEPARTMENT: Parks & Recreation

CONTACT PERSON: Matthew Johnson, Asst. Town Mgr.

SUMMARY:

During the budget retreat in January 2021, the Council requested that staff continue to explore options for keeping and repairing the existing baseball fields at Jamestown Park. Staff will present a brief update on the work being prepared and will seek to ensure that the consultant is preparing the appropriate information for presentation to the Parks & Recreation Steering Committee and ultimately to the Council at a future meeting.

ATTACHMENTS: N/A

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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: Resurfacing Contract & Budget Amendment #19

AGENDA ITEM #: V-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 10 Minutes

DEPARTMENT: Public Services

CONTACT PERSON: Paul Blanchard

SUMMARY:

We are opening bids for the 2020-21 Resurfacing Contract on Tuesday, March 16, 2021. We are anticipating receiving one to four bids. This project falls under the informal bidding rules per North Carolina General Statutes.

We intend to recommend approval of the lowest responsive, responsible bid at the regular Town Council meeting on March 16, 2021.

ATTACHMENTS: Budget Amendment #19

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

FYE 6/30/21
 BUDGET AMENDMENT #19

	<u>Debit</u>	<u>Credit</u>
Fund 10:		
Other Contracted Services - Powell Bill	10-5700-4990	
Powell Bill Reserve Appropriated	10-3990	-
To increase amount for repaving streets		
 Fund 30:		
Other Contracted Services	30-7100-4990	
Net Position Appropriated	30-3992	-
To increase amount for repaving streets - due to water & sewer work where streets were dug up		

This budget amendment will go along with the contract for street repaving. Bids will be opened the morning of the March Council meeting. Depending on bid amounts, this budget amendment may or may not be needed. If so, then amounts will be entered at that time.

Mayor
Lynn Montgomery

Interim Town Manager
Dave Treme

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: PNC Lease Agreements

AGENDA ITEM #: V-B

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 10 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

Attached are 2 lease agreements with PNC as follows:

Lease #1163182-1 for leasing 72 golf carts at a monthly payment of \$5,327.28 (for 48 months) which consists of leasing the carts and service and maintenance on the carts.

Lease #1163182-2 for leasing 1 range picker (for driving range) and 2 utility carts (1 for golf maint & 1 for recreation) at a monthly payment of \$509.49 (for 48 months).

These leases are basically a renewal of this same lease that has been in effect for 3 years. The leases contain an option, which is generally exercised, to renew at 36 months. The life of the golf cart batteries is usually around 3 years; thus it is advisable to renew then. The golf cart lease amount remained the same; the utility carts / range picker lease just slightly increased in rates.

The golf carts and other equipment will be exchanged in late June 2021; payments on the new lease will begin in July 2021.

ATTACHMENTS: Lease Agreements with PNC & Proposal

RECOMMENDATION/ACTION NEEDED: Approve 2 PNC leases and allow Finance Director to enter into leases

BUDGETARY IMPACT: \$70,355.52 for cart rental and maintenance; \$6,113.88 for lease of 2 utility carts & 1 range picker - annually

SUGGESTED MOTION: Approve Lease #1163182-1 for 72 golf carts & approve #1163182-2 for 1 range picker and 2 utility carts. Allow the Finance Director to enter into the leases.



FOLLOW UP ACTION NEEDED:

March 2, 2021

Town of Jamestown
Course Name: Jamestown Park Golf Course
301 EAST MAIN STREET
JAMESTOWN, NC 27282

RE: Lease Number 1163182-1

To Whom It May Concern:

Thank you for choosing PNC Equipment Finance, LLC as your financing source. Enclosed you will find the following documentation:

- **Lease Agreement:** Please sign, print name, title and date.
- **Schedule A (if applicable):** Please initial at the bottom of the page.
- **Certificate of Acceptance:** Please date, sign and insert title.
- **Resolution and Certificate of Incumbency:** Please have all authorized signers (including the individual who signed the documents) sign in the middle section along with the Corporate Secretary or Assistant Secretary, who should complete the bottom section of the document. This person must complete the top and bottom sections of the document. If you have a corporate resolution available, please include that in the return of your documents. If this document does not apply to your business structure, please send a copy of your Operating Agreement, Partnership Agreement or Incorporating documents.
- **Insurance:** Please note the page detailing instructions regarding the certificate of insurance required under the terms of the lease. Simply forward a copy of the signed page to your insurance carrier, so that they may issue the appropriate certificate on a timely basis.
- **Customer Information Form:** Please complete and return.
- **Notification of Tax Treatment:** Please complete and return. *If sales tax exempt, please include a completed Resale Certificate.*

We appreciate this opportunity to serve you and look forward to working with you in the future. Should you have any questions before sending the documents, please feel free to contact me at ed'arcy@leaserv.com.

Sincerely,

Eric D'Arcy
Sales Specialist

Lease Agreement

Dated as of March 2, 2021
Lease Number 1163182-1

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Lessee: LESSEE FULL LEGAL NAME
Town of Jamestown
301 EAST MAIN STREET
JAMESTOWN, NC 27282

FEDERAL TAX ID
566002751

Equipment Description See attached Certificate of Acceptance for Equipment Description

Rent Lease Term is for 48 months, with Rent payments due monthly; quarterly; semi-annually; annually; each in the amount of \$5,862.96 beginning.

Payment Schedule

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d)

Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
As used herein: "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A

(Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Equipment Finance, LLC
("Lessor")

Town of Jamestown
("Lessee")

X
Authorized Signature

X
Authorized Signature

Print Name

Print Name

Title

Title

655 Business Center Drive, Suite 250
Horsham, PA 19044

Date
301 EAST MAIN STREET
JAMESTOWN, NC 27282

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of North Carolina.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: Elizabeth M. Hance
Print Name: Elizabeth M. Hance
Law firm: Roberson Haworth & Reese, PLLC

This instrument has been preaudited
in the manner required by the Local
Budget and Fiscal Control Act.

Judy Galt
Finance Director

RESOLUTION AND CERTIFICATE OF INCUMBENCY Lease Number 1163182-1

Lessee: Town of Jamestown

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the Finance Director OR Assist Town Manager (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

<u>Judy Gallman</u>	<u>Finance Director</u>
Name	Title
<u>Matthew Johnson</u>	<u>Assistant Town Manager</u>
Name	Title

ADOPTED AND APPROVED on this 3/4, 2021

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Town of Jamestown

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

Lease # 1163182-1

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: Town of Jamestown

Federal Tax ID Number: 566002751

Invoices should be directed to:

Attention: Elizabeth Greeson
City: Jamestown State: NC Zip: 27282

Address 301 E. Main St.

Preferred Method of Payment: (Please check)

Monthly Invoice (Mail)

Invoices should be directed to:

Attention:

Address

City:

Monthly Invoice (Email)

Email:

Billing Contact:

Elizabeth Greeson

ap@jamestown-nc.gov

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:

Judy Gallman

Phone:

336-454-1138

Email:

jgallman@jamestown-nc.gov

Contact 2:

Phone:

Email:

I hereby attest the above information is accurate.

Signature X 	Date 3/4/2021
--	------------------

Email: jgallman@jamestown-nc.gov

PNC Equipment Finance, LLC a Delaware limited liability company ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- Inside city limits
- Outside city limits
- Unincorporated area

Property Tax

- I have a valid abatement or property tax exemption (documentation attached).
- Location: State NC
Taxing District Guilford County

Additional comments:

Lease Number 1163182-1

Lessee: Town of Jamestown

Signature:

X Judy Gallman

Print Name:

Judy Gallman

Title:

Finance Director

Date:

3/4/2021

PLEASE COMPLETE AND SIGN FORM

E-595E Streamlined Sales and Use Tax Agreement Certificate of Exemption

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possibly civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1 Check if you are attaching the Multistate Supplemental form.
 NC If not, enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.

2 Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____.

3 Please print

Name of purchaser			
TOWN OF JAMESTOWN			
Business address		City	State Zip code
301 E MAIN STREET		JAMESTOWN	NC 27282
Purchaser's tax ID number		State of issue	Country of issue
004135926		NC	USA
If no tax ID number, enter one of the following:	FEIN	Driver's license number/State issued ID number state of issue number	Foreign diplomat number
	56-6002751		
Name of seller from whom you are purchasing, leasing, or renting			
PNC EQUIPMENT FINANCE, LLC			
Seller's address		City	State Zip code
655 BUSINESS CENTER DR. STE 250		HORSHAM	PA 19044

4 Type of business. Check the number that describes your business.

- | | |
|--|--|
| <input type="checkbox"/> 01 Accommodation and food services | <input type="checkbox"/> 11 Transportation and warehousing |
| <input type="checkbox"/> 02 Agricultural, forestry, fishing, and hunting | <input type="checkbox"/> 12 Utilities |
| <input type="checkbox"/> 03 Construction | <input type="checkbox"/> 13 Wholesale trade |
| <input type="checkbox"/> 04 Finance and insurance | <input type="checkbox"/> 14 Business services |
| <input type="checkbox"/> 05 Information, publishing, and communications | <input type="checkbox"/> 15 Professional services |
| <input type="checkbox"/> 06 Manufacturing | <input type="checkbox"/> 16 Education and health-care services |
| <input type="checkbox"/> 07 Mining | <input type="checkbox"/> 17 Nonprofit organization |
| <input type="checkbox"/> 08 Real estate | <input checked="" type="checkbox"/> 18 Government |
| <input type="checkbox"/> 09 Rental and leasing | <input type="checkbox"/> 19 Not a business |
| <input type="checkbox"/> 10 Retail trade | <input type="checkbox"/> 20 Other (explain) _____ |

5 Reason for exemption. Check the letter that identifies the reason for the exemption.

- | | |
|--|--|
| <input type="checkbox"/> A Federal government (department) _____ | <input type="checkbox"/> H Agricultural production # _____ |
| <input type="checkbox"/> B State government (name) _____ | <input type="checkbox"/> I Industrial production/manufacturing # _____ |
| <input type="checkbox"/> C Tribal government (name) _____ | <input type="checkbox"/> J Direct pay permit # _____ |
| <input type="checkbox"/> D Foreign diplomat # _____ | <input type="checkbox"/> K Direct mail # _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> L Other (explain) _____ |
| <input checked="" type="checkbox"/> G Resale # 004135926 | |

6 Sign here. I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser	Print name here	Title	Date
	JUDY GALLMAN	Finance Director	03-04-21
Phone number	E-mail address		
(336) 454-1138	jgallman@jamestown-nc.gov		

March 2, 2021

Town of Jamestown
Course Name: Jamestown Park Golf Course
301 EAST MAIN STREET
JAMESTOWN, NC 27282

RE: Lease Number 1163182-2

To Whom It May Concern:

Thank you for choosing PNC Equipment Finance, LLC as your financing source. Enclosed you will find the following documentation:

- **Lease Agreement:** Please sign, print name, title and date.
- **Schedule A (if applicable):** Please initial at the bottom of the page.
- **Certificate of Acceptance:** Please date, sign and insert title.
- **Resolution and Certificate of Incumbency:** Please have all authorized signers (including the individual who signed the documents) sign in the middle section along with the Corporate Secretary or Assistant Secretary, who should complete the bottom section of the document. This person must complete the top and bottom sections of the document. If you have a corporate resolution available, please include that in the return of your documents. If this document does not apply to your business structure, please send a copy of your Operating Agreement, Partnership Agreement or Incorporating documents.
- **Insurance:** Please note the page detailing instructions regarding the certificate of insurance required under the terms of the lease. Simply forward a copy of the signed page to your insurance carrier, so that they may issue the appropriate certificate on a timely basis.
- **Customer Information Form:** Please complete and return.
- **Notification of Tax Treatment:** Please complete and return.

We appreciate this opportunity to serve you and look forward to working with you in the future. Should you have any questions before sending the documents, please feel free to contact me at ed_arcy@leaserv.com.

Sincerely,

Eric D'Arcy
Sales Specialist

Lease Agreement

Dated as of March 2, 2021

Lease Number 1163182-2

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Lessee: LESSEE FULL LEGAL NAME
Town of Jamestown
301 EAST MAIN STREET
JAMESTOWN, NC 27282

FEDERAL TAX ID
566002751

Equipment Description See attached Certificate of Acceptance for Equipment Description

Rent Lease Term is for 48 months, with Rent payments due monthly; quarterly; semi-annually; annually; each in the amount of \$509.49 beginning.

Payment Schedule

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d)

Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
As used herein: "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A

(Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Equipment Finance, LLC
("Lessor")

Town of Jamestown
("Lessee")

X
Authorized Signature

X
Authorized Signature

Print Name

Print Name

Title

Title

655 Business Center Drive, Suite 250
Horsham, PA 19044

Date
301 EAST MAIN STREET
JAMESTOWN, NC 27282

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of North Carolina.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: Elizabeth M. Koonce
Print Name: Elizabeth M. Koonce
Law firm: Roberson Haworth & Reese, PLLC

This instrument has been preaudited
in the manner required by the Local
Budget and Fiscal Control Act.

Indy Galt
Finance Director

RESOLUTION AND CERTIFICATE OF INCUMBENCY Lease Number 1163182-2

Lessee: Town of Jamestown

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the Finance Director OR Asst. Town Manager (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

Judy Gallman

Name

Finance Director

Title

Matthew Johnson

Name

Assistant Town Manager

Title

ADOPTED AND APPROVED on this 3/16, 2021

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Town of Jamestown

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

Lease # 1163182-2

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: Town of Jamestown

Federal Tax ID Number: 566002751

Invoices should be directed to:

Attention: Elizabeth Gresson

Address 301 E. Main St.

City: Jamestown State: NC Zip: 27282

Preferred Method of Payment: (Please check)

Monthly Invoice (Mail)

Invoices should be directed to:

Attention:

Address

City:

Monthly Invoice (Email)

Email:

Billing Contact: Elizabeth Gresson

ape@jamestown-nc.gov

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1: Judy Gallman

Phone: 336-454-1128

Email: jgallman@jamestown-nc.gov

Contact 2: Phone:

Email:

I hereby attest the above information is accurate.

Signature X 	Date 3/4/2021
--	------------------

Email: jgallman@jamestown-nc.gov

PNC Equipment Finance, LLC a Delaware limited liability company ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- Inside city limits
- Outside city limits
- Unincorporated area

Property Tax

- I have a valid abatement or property tax exemption (documentation attached).

Location: State NC
Taxing District Currituck County

Additional comments:

Lease Number 1163182-2

Lessee: Town of Jamestown

Signature:

Judy Gallman

Print Name:

Judy Gallman

Title:

Finance Director

Date:

3/4/2021

PLEASE COMPLETE AND SIGN FORM

Dennis Brouillard
 (336) 209-1833
 dbrouillard@textron.com

PROPOSAL

To: Jamestown Park GC

Date: 2-25-2021

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
72	TXT 48 Volt	2021	48 mos.	Incl. Service Contract	\$5862.96
1	1200X Hauler Gas Unit	2021	48 mos.	\$155.61	\$155.61
1	Hauler Range Picker	2021	48 mos.	\$158.04	\$158.04
1	72 Volt Electric Hauler	2021	48 mos.	\$195.84	\$195.84

LEASE PROGRAM DETAILS

Payment schedule: Straight pay

Payment months: January - December

Delivery: June 2021

First pay: July 2021

INCLUDED ACCESSORIES			
Top	Split Windshield	Hubcaps	Message Holders
Number Decals	Custom Logos	Parts package	Freight and Installation
-	-	-	-

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	ACCESSORIES
-	-	-	-	-
-	-	-	-	-

PURCHASE PROGRAM DETAILS

Trade value per car: -

Total trade value: -

Trade amount used to net down lease payment or purchase price: -

Trade value returned as cash: -

OR

CURRENT LEASE CONDITIONS

EZ GO will agree to terminate the Club's current lease schedules #213304000 and 213305000 after the June payment in conjunction with the execution of a New Fleet Agreement for delivery of the above units in June 2021.

SPECIAL CONSIDERATIONS

The above New Lease Agreement includes the current Service Contract within the Lease Payment as is currently in place.

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. Jamestown Park GC must enter into a new lease or purchase agreement with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and trades must be in running condition and a fleet inspection will be done prior to pick up. It is the club's responsibility to either repair damages noted or pay for these repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment.

Jamestown park GC

E-Z-GO Division of Textron Inc.

Accepted by: _____ Date: _____

Accepted by: _____ Date: _____

Title: _____

Title: _____

Mayor
Lynn Montgomery



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

Interim Town Manager
Dave Treme

Town Attorney
Beth Koonce

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Manager's Report

AGENDA ITEM #: VI-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: March 16, 2021

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Dave Treme, Interim Town Manager

SUMMARY:

There are several items that I would like to share with the Town Council. They are as follows:

1. Budget Retreat- Friday, March 19, 2021 at 9:00 am in the Civic Center
2. AARP Livability Committee meeting- March 23, 2021 at 4:00 pm via zoom
3. Update on ongoing sidewalk projects
4. Newly hired employees- Jamey Claybrook, Golf Course Superintendent, & Anna Hawryluk, Planner
6. Update on Golf Maintenance Building
7. Spring Litter Sweep- April 24th meet at 9:00 am in the Food Lion parking lot

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED: