



Settled 1752
JAMESTOWN
NORTH CAROLINA

Regular Meeting of the Town Council

July 16, 2024

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 June 25th Regular Town Council Meeting
 - B. Financial Position of the Town of Jamestown
 - C. Budget Amendment #1
 - D. Resolution setting up a Grant Project Ordinance for Golden LEAF stormwater projects
- III. Public Comment**
- IV. Resolution honoring Jane Walker Payne- Mayor Montgomery**
- V. Proclamation declaring July as Parks and Recreation Month in the Town of Jamestown- Mayor Montgomery**
- VI. Old Business-**
 - A. Public Hearing for the consideration of text amendments to the Land Development Ordinance (LDO)- Anna Hawryluk, Planning Director
 - Consideration of approval/denial of text amendments
 - Consideration of approval of consistency/inconsistency statement
- VII. New Business-**
 - A. Consideration of approval of special event permit request for the Jamestown Christmas Parade- Jamestown Rotary Club Representative
 - B. Appointment of a Planning Board Member and Alternate- Katie M. Weiner, Assistant Town Manager/Town Clerk
 - C. Jamestown Park & Golf Course Quarterly Report- Scott Coakley, Parks and Recreation Director
 - D. Consideration of approval of contract for services with the Jamestown Public Library- Faith Wilson, Finance Director
 - E. Consideration of approval of contract for services with the Historic Jamestown Society- Faith Wilson, Finance Director
 - F. Consideration of approval of contract for services with the YMCA- Faith Wilson, Finance Director
- VIII. Manager/Committee Reports-**
 - A. Manager Report
 - B. Council Member Committee Reports
- IX. Public Comment**
- X. Other Business**
- XI. Adjournment**

Working Agenda for the July 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.
6:05 pm	II. Consent Agenda		
6:05 pm	A. Approval of minutes from the June 25 th Regular Town Council Meeting B. Financial Position of the Town of Jamestown C. Budget Amendment #1 D. Resolution setting up a Grant Project Ordinance for Golden LEAF stormwater projects		Council Member makes a motion to approve the consent agenda. Council Member makes a second to the motion. Then vote.
6:05 pm	III. Public Comment		Please state your name and address and adhere to the 3 minute time limit
6:20 pm	IV. Resolution honoring Jane Walker Payne	Council Member Burgess	Council Member Burgess to present the resolution to Jane Walker Payne for her service on the Planning Board.
6:25 pm	V. Proclamation declaring July as Parks and Recreation Month in the Town of Jamestown	Council Member Rayborn	Council Member Rayborn to present the proclamation to the Parks and Recreation employees.
6:30 pm	VI. Old Business		
6:30 pm	A. P.H. for the consideration of text amendments to the LDO	Call on A. Hawryluk	Hawryluk to present an overview of the proposed text amendments to the Land Development Ordinance (LDO). Mayor Montgomery to open the public hearing to anyone that would like to speak regarding the proposed text amendments. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to open the floor to Council for discussion. Council Member makes a motion to approve/deny the proposed text amendments to the Land Development Ordinance as presented. Council Member makes a second to the motion. Roll Call Vote. Council Member makes a motion to approve the consistency/inconsistency statement for the proposed text amendments to the LDO. Council Member makes a second to the motion. Then vote.
6:45 pm	VII. New Business		
6:45 pm	A. Consideration of approval of special event permit request for the Jamestown Christmas Parade	Call Donald Dale forward	Donald Dale, Jamestown Rotary Club Representative, to present information on the special event permit request for the Jamestown Christmas Parade. Council Member makes a motion to approve the special event permit request for the Christmas Parade with \$1,400 in funding for law enforcement, with \$475 in funding for portable toilets, \$150 in funding for postage, and assistance from Public Services staff. Council Member makes a second to the motion. Then vote.
6:55 pm	B. Appointment of a Planning Board Member and Alternate	Call on K. Weiner	Weiner to request that Council appoint an applicant to serve as a Planning Board Member and Alternate if necessary. Council Member makes a motion to appoint _____ to serve the unexpired term of Jane Payne on the Planning Board and _____ to serve as an Alternate Planning Board Member. Council Member makes a second to the motion. Then vote.
7:00 pm	C. Jamestown Park and Golf Course Quarterly Report	Call on S. Coakley	Coakley to present his quarterly report on the Jamestown Park and Golf Course.
7:10 pm	D. Consideration of approval of contract for services with the Jamestown Public Library	Call on F. Wilson	Wilson to request that Council approve the contract for services with the Jamestown Public Library. Council Member Rayborn to request to be recused from the vote on the contract with the Jamestown Public Library. Council Member makes a motion to recuse Council Member Rayborn from the vote on the contract with the Jamestown Public Library. Council Member makes a second to the motion. Then vote. Council Member makes a motion to approve the contract with the Jamestown Public Library in the amount of \$64,000 for library services. Council Member makes a second to the motion. Then vote.
7:15 pm	E. Consideration of approval of contract for services with the Historic Jamestown Society	Call on F. Wilson	Wilson to request that Council approve the contract for services with the Historic Jamestown Society. Council Member makes a motion to approve the contract with the Historic Jamestown Society in the amount of \$10,500 to provide cultural/historical programming and conservation. Council Member makes a second to the motion. Then vote.

7:20 pm	F. Consideration of approval of contract for services with the YMCA	Call on F. Wilson	Wilson to request that Council approve the contract for services with the YMCA. Council Member makes a motion to approve the contract with the YMCA in the amount of \$10,000 to provide recreation services for youth and adult Jamestown residents. Council Member makes a second to the motion. Then vote.
7:25 pm	VIII. Manager/Committee Reports		
7:25 pm	A. Manager Report	Call on M. Johnson	Johnson to present his monthly Manager's Report to Town Council.
7:30 pm	B. Council Member Committee Reports	Mayor Montgomery	Mayor Montgomery to request that Council Members give reports for any Committees that they serve on.
7:35 pm	IX. Public Comment		Please state your name and address and adhere to the 3 minute time limit
7:50 pm	X. Other Business		
7:55 pm	XI. Adjournment		Council Member makes a motion to adjourn. Council Member makes a second to the motion. Then vote.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval of minutes from the June 25th Regular TC Meeting

AGENDA ITEM #: II-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: July 16, 2024

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

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

SUMMARY:

Minutes from the June 25th Regular Town Council Meeting

ATTACHMENTS: Minutes from the June 25th 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:

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Regular Meeting of the Town Council
June 25, 2024
6:00 pm in the Civic Center
Minutes & General Account

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

Council Member Absent - None

Staff Members Present: Heather Lunsford, Rebecca Ashby, Paul Blanchard, Scott Coakley, Katie Weiner, Matt Johnson

Visitors Present: John Capes, Maxine Fisher, David Fisher, Rich Yeager, Susan Yeager, Chris Hughes, Jane Hebard, Charles Hebard, Scott Blue, Jan Blue, Peyton Woody, Tarey Cullen, James Bowman, Jill Bowman, Keith Wagner, Jenny Wagner, Griffin Wagner, Rebekah Messer, Matthew Dameron, Rachel Dameron, Marion Boling, Eric James, Joe Turner, Rick Lewis, Oliver Lewis, Charles Clapp, Dan Pritchett, Ryan Moats, Mary Ragsdale, Will Ragsdale, Brad Yoder, Madalyn Kunow, Charles Hinsley, Erika Lopina, Matt Lopina, Patricia Gray, Richard Kirkman, Sal Taro, Carol Brooks, Melissa Logan, Leslie Heath, Lyna Goins, Judy Shupe, Gideon Messer, & Garrett Holton

Call to Order – Mayor Montgomery called the meeting to order at 6:00 pm.

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

Weiner stated that a quorum was present.

Pledge of Allegiance – Council Member Wolfe led everyone in the Pledge of Allegiance.

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

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

Council Member Rayborn made a motion to remove “consideration of award of contract for the lowest, responsive, responsible bidders for the shelters at the Jamestown Park” (item B, New Business) and add “Budget Amendment # 18” to the Consent Agenda as the last item.

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

Consent Agenda– The Consent Agenda included the following items:

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- Minutes May 21, 2024, regular
- Minutes May 21, 2024, Closed Session (approval and sealing)
- Minutes June 13, 2024, budget retreat
- Analysis of the Financial position of the Town
- Budget Amendment # 17
- Budget Amendment # 18

(Budget Amendment # 17 & Budget Amendment # 18)

Council Member Glanville made a motion to adopt the amended consent agenda. Council Member Rayborn made a second to the motion. The motion passed by a unanimous vote.

Public Comment-

- John Capes, 704 O'Neill Drive – Capes said Jamestown owns only 8% of High Point's water treatment facility and yet keeps getting beat up on by the same cadre of people over and over again for no particularly good reason. They are also the ones that are beating up on staff on zoning matters. It is disingenuous that people do not volunteer or offer any alternatives but only complain about the same things over and over again. He wonders what their true intention is. He is really tired of it.

Old Business

- Public Hearing on Question of Annexation pursuant to G.S. 160A-31 for properties located at 1905 1915, and 1903 Guilford College Road - Hawryluk explained the Town received a request for annexation and rezoning of properties located at 1905 1915 and 1903 Guilford College Road. The annexation is considered first before the rezoning, but they are contingent on each other. She explained the location of the property and the current zoning as well as surrounding properties. The request is for Single Family Residential to be rezoned to Conditional Zoning-Multifamily Residential to construct 99 townhomes. Staff has concerns about density. The Planning Board met on March 11th and continued the hearing to April 8th when they voted unanimously to recommend denial of the proposed rezoning. The Planning Board found it inconsistent with the comprehensive plan because the suburban residential future land use calls for lower intensity uses to be developed in a manner similar to or adjacent to similar development, there is a disregard for guiding principles that encourage design standards and enhance the quality of life and is not in the public interest because it deviates from our adopted comprehensive plan in a way that is unreasonable to approve as a conditional use.

Will Ragsdale, 411 E. Main Street – Ragsdale explained he is the owner of the property, Jamestown Equestrian Center. He is relocating due to concerns about safety because of a new development coming in behind them. He is in support of the applicant's plan.

Brad Yoder, on behalf of the applicants, requested a continuance. They feel the Council needs time to absorb this and they need some time to work through some things. They would still like to have a discussion about anything revolving around the plan, their intentions, and anything they could do to move this forward.

Council Member Glanville asked since they are requesting a continuance do they anticipate any substantive changes to the plan. She asked if he felt that relocating the entry points of the development to Chadwick appropriately addressed the concerns of the Planning Board.

Mr. Yoder said we still have a little bit of work to do, and we want to work with all of you (Council) to all get comfortable with whatever plan we do decide on and have it voted on in July. We went back to the original plan that was presented to the Planning Board as that plan was better received by staff, the Department of Transportation, and the Fire Department. It was also better for the community and the developer. The resistance that we met centered around the entrance on Guilford College. That was the version that the Planning Board recommended be denied. He reviewed the proposed development layout. This plan creates a safety issue for traffic, the DOT, fire preference, fire Marshall preference and offers them the opportunity to maintain the Chadwick Drive entrance. He believes the change of two entry points on Chadwick addresses the concerns of the Planning Board.

Mayor Montgomery opened the Public Hearing to anyone that would like to speak stating the annexation and rezoning request may be addressed at this time.

- James Bowman, 201 Chadwick Drive – Bowman said there are many reasons to deny the rezoning request but most significantly because it does not fit or conform to what surrounds it and the comprehensive plan. Chadwick Drive is not suitable for two lane traffic. Approval of the rezoning would require complete denial of comprehensive plan. He requested Council follow the Planning Board's recommendation and deny the annexation request.
- Marian Boling, 202 Cedarwood Drive – Boling asked Council to continue following the Comp Plan and give them something that would be an enhancement to preserve the beauty, character, and reputation of Jamestown.
- Jan Blue, 6310 Hickory Hollow Road – Blue stated the rezoning does not comply with the Envision Plan in place and does not conform to the guiding principles that address high quality, desired aesthetics, and protection of surrounding vegetation, wildlife, and the watershed. She asked Council to deny the rezoning and annexation.
- Keith Wagner, 102 McFarland – Wagner said this lot will become part of the Town's gateway. Jamestown deserves a better plan that respects the Town's character and enhances the community's gateway.

- James Messer, 205 Chadwick Drive – He likes the trees. Do not chop them down. Leave them alone.
- Rebecca Messer, 205 Chadwick Drive –Messer said she wants sustainable growth that does not look like Greensboro or High Point because Jamestown does not look like them. She requested Council deny the annexation and rezoning.
- Sal Taro, 120 Duchess Court – Tarot said he represents 30 residents in the Grove neighborhood. Our houses are valued at \$600,000 to \$800,000 and he feels this development will bring their property values down. Some neighbors said they would move. There is too much building and expansion. People love the small-town charm of Jamestown. His neighborhood definitely opposes this.
- Charles Hinsley, 109 Wyndwood Drive – Hinsley stated he understands both sides. It looks like clearing has already occurred on the property. He wants Council to think about the impact of this to the community compared to what the people developing it are offering. Give it serious consideration.
- Jenny Wagner, 102 McFarland Court – Wagner implored Council to uphold the decision the Planning Board made. This does not meet Jamestown’s standards as outlined in the Comprehensive Plan. Deny the continuance as they will not come back with substantial changes to density. Say no to the request and keep to the Jamestown vision.
- Tarey Cullen, 101 Chadwick Drive –Cullen said he has serious concerns about the lack of engineering on stormwater drainage details. This fails to follow the guiding principles in the Comprehensive Plan and adds 150 vehicles using Chadwick Drive.
- Eric James, 6314 Hickory Hollow Road – James expressed concern about more traffic and asked Council to say no to the request.
- Maxine Fisher, 203 Chadwick Drive – Fisher stated this is in conflict with the Comprehensive Plan developed by Jamestown in 2020, which concluded this property should be suburban single-family. It will bring more traffic to an already congested area. She requested Council deny this rezoning request and grant the people who actually live in the area the continued zoning.
- Charles Perry Hebert, 63 Hickory Hollow Road– Hebert said the Planning Board was unanimous in turning this down and he hopes Council does the same.
- Ricky Lewis, 6306 Hickory Hollow Road – Lewis objected strongly to the rezoning and the development of multifamily homes in his neighborhood because it does not maintain the character of the community.
- Peyton Woody, 6308 Hickory Hollow Road – Woody spoke on behalf of his brother who could not attend. This property is not contiguous to the city limits and does not meet requirements for lot sizes, sidewalks, improvements, or street improvements. It is bad planning and inconsistent.

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- Gideon Messer, 205 Chadwick Drive – Messer opposed the rezoning because of the lack of compliance with the Envision Jamestown Plan and urged Council to follow the plan.
- John Capes, 704 O’Neill Drive – Capes said he is an Alternate on the Planning Board and was at both of the meetings that involved this development. At the first meeting, we discussed density and traffic, and ingress and egress were big concerns. We continued the meeting for one month and then at the second meeting, they came back with one in and out which was on Guilford College Road and nothing on Chadwick. Nothing else changed as far as density, the design, or anything else. We still had concerns and even more so because it is a bottleneck and had 100 units instead of 99. Now they have brought back the original plan, and they are asking you to continue that, which we have already done one time. Nothing has changed.

Mayor Montgomery closed the Public Hearing as nobody else wished to speak.

Council Member Wolfe said the application states the impact should be minimized due to the low number of units. That is a very subjective statement because she does not think it is a low number of units. On the environmental impact there is a pond and there is worry about runoff. What would you do to make sure there is no negative impact?

Mr. Yoder responded they will do a survey of the property including testing the water to ensure throughout the development of the community that there is no negative impact.

Council Member Burgess asked if they took into consideration the surrounding homes.

Mr. Yoder replied absolutely. He stated that they considered the public when selecting the type of product to build, as well as the density of the proposed development. We are conforming to what is in the area.

Council Member Wolfe stated it is not low density which makes it inconsistent with our Envision Plan and not reasonable.

Council Member Glanville said there has been no substantial changes to the plan from two months ago. If it were to be continued, would there really be any substantial change?

Mr. Yoder said substantial changes had been made to the materials of the units. We understood that the density would be well-received if the materials used to construct the homes were improved.

Council Member Rayborn stated that Council have been engaged in this process with watching the Planning Board meetings and have seen that nothing has changed. We have

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said no to your requests for private meetings as we feel this discussion should be held in a public forum. It is not in keeping with the area so much as adjoining properties.

Council Member Glanville said every development since she moved there in 2008 has been a multifamily development which she does not think meets the standard of a wide-range of housing types. One resident mentioned his home is \$600,000. Jamestown is becoming unaffordable to a lot of folks. If the property owner wants to develop it as single-family homes, then that contributes to a wider range of types of housing.

Council Member Burgess expressed concern that the developer did not visualize what is in Jamestown with this plan. She does not see any need for a continuance.

Council Member Rayborn made a motion to deny the ordinance to extend the corporate limits for the annexation of 1905 1915 and 1903 Guilford College Road.

Mr. Yoder withdrew the application for annexation and rezoning.

Johnson clarified that the applicant has the right to withdraw the application up until the vote. They preserved the right to bring a different request at a future time.

Mayor Montgomery asked if the withdrawal was for both the annexation and rezoning.

Johnson and the applicant clarified it was for both.

Mayor Montgomery called for a 10-minute recess.

Mayor Montgomery called the meeting back to order.

- Public Hearing for consideration of adoption of the Proposed Budget and CIP for fiscal year 2024-2025 – Johnson informed Council that at the May 21st Council meeting, there was a resident that stated they had found over \$100,000 in additional revenue. That was incorrect. Upon a thorough investigation by the Guilford County tax office, it was discovered that eight parcels owned by D. R. Horton were in fact incorrectly billed due to a software error that was resolved. As they had already paid a portion of the tax bill, there was approximately \$56,000 that was left to collect. From that, the Town owed the Fire Department approximately \$19,000, and a portion of the revenue will need to be allocated to the capital reserve fund, leaving approximately \$35,000 or less in additional revenue. Staff recommended that the additional revenue for the fiscal year 2023-2024 be received and moved to fund balance at the end of this month. Revenue projections for fiscal year 2024-2025 have been provided to Council in the proposed budget. Due to builder exemptions from the tax department, forecasted revenues will be lower for those eight parcels in fiscal year 2024-2025. We do not recommend changing the proposed

budget based on those forecasts. Once the property develops and parcels are sold, the exemptions fall off, and the Town will begin to see some tax revenue as the tax base grows.

The recommended budget for fiscal year 2024-2025 totals \$17,370,048 for all Town operations, capital improvements, transfers, and debt service. The proposed budget is balanced, and all revenues and expenditures have been identified. The budget as presented includes a tax rate of 62.5 cents for the 2024-2025 fiscal year. The amount of ad valorem property tax revenues is estimated at \$3,562,977 based on a collection rate of 99%. Sales and Use Tax revenues are expected to be just over a \$1,000,000 and motor vehicle taxes are estimated to be approximately \$306,000. The General Fund has roughly \$8.3 million, including capital projects. The Water and Sewer fund has roughly \$8.2 million including capital projects.

The Water and Sewer fund budget proposes an increase in rates by approximately 14%, essentially passing along increases in rates from our partners. The rate increase also takes into account pending capital projects slated for the next fiscal years. Water and Sewer usage fees are projected to bring in approximately \$4.6 million in revenues. Additional revenue sources such as connection fees, late fees, and investment income are projected at approximately \$281,000.

Interest income has been conservatively projected at approximately \$415,000 for all funds in the next fiscal year. Personnel accounts for just over \$4 million (26.7%) of the total budget, supplies and materials close to \$1.4 million (8.6%), and contractual services just over \$4 million (25.6%) of the total budget which include attorney fees, property liability insurance, cleaning security, system maintenance, other building service contracts and miscellaneous services.

Other operating expenditure categories account for just over \$1.3 million or (8%) of the total budget for travel expenses, conferences, educational classes, utilities, dues, advertising, repairs, maintenance, telephone and data fees and some other miscellaneous fees.

Capital outlay accounts for \$3.72 million (22.9%) of the total budget which includes vehicles and equipment that has value greater than \$5,000, buildings improvements greater than \$20,000, and infrastructure valued at greater than \$50,000. Recommended capital outlay in this upcoming budget includes a new service vehicle, recreation and golf equipment repairs to existing infrastructure as well as water and sewer improvements. Various capital expenditures are also accounted for in the capital project ordinance funds, which are multi year funds that exist for the life of the project. Some of the current capital

project ordinance funds the Town has open are sidewalk projects and some recreation projects with payments of approximately \$756,000 (4.6%). Transfers to the capital reserve fund are just over \$500,000 (3.5%) and make up the remaining balance of the budget.

The Town hosted three separate budget workshops open to the public on January 23rd, March 19th, and April 19th, with an additional meeting held on June 13th, at the request of the Council. Our first public hearing on the proposed budget was considered on May 21st. The public hearing was continued until tonight's meeting, when a final vote will occur for adoption.

For fiscal year 2024-2025, the budget direction from the Town Council was to take care of our existing assets which are our employees, infrastructure, utility lines, streets, equipment, buildings and spaces like parks, Town Hall, the library, etc.

About 40% of our current tax rate of 58.5 cents is used towards public safety, 24% goes to the Fire Department, and 15% goes to the County Sheriff's Department. Only 35.78 cents of our current tax rate is used to provide the rest of the services. Services provided are full time law enforcement, full time fire protection, weekly solid waste and recycling collection, weekly yard waste, monthly bulk solid waste, continuous loose-leaf collection, a very robust Parks and Recreation Department with a lot of open spaces, sidewalks and parks for everyone to enjoy and a well trained and professional staff.

Mayor Montgomery opened the Public Hearing to anyone that would like to speak regarding the recommended budget and CIP.

As nobody came forward to speak, Mayor Montgomery closed the Public Hearing.

Council Member Wolfe said she felt that Council had worked on this budget more than any since she has been here. She would have liked to keep the tax increase to 3 cents, but it has been a tough year. She believes Council did come up with savings to achieve what was achieved. She is willing to compromise and is comfortable adopting the budget as presented.

Council Member Glanville agreed she would have liked only a 3-cent tax increase. She expressed concern that they are out of line with what municipalities around them are doing. She also expressed concern about the affordability of the tax increase.

Council Member Rayborn said everyone was willing to put something on the table. There are things she wished could have remained or been increased. She said she is comfortable with the presented budget.

Council Member Burgess said everyone did a great job working together, but she is not comfortable with adopting the budget. That is not based on staff, but primarily on the recent tax increases.

Council Member Rayborn made a motion to adopt the proposed budget for fiscal year 2024-2025 as presented. Council Member Wolfe made a second to the motion.

Weiner took a roll call vote as follows:

- Council Member Glanville - yes
- Council Member Rayborn - yes
- Council Member Burgess - no
- Council Member Wolfe - yes

The motion passed by a 3 to 1 vote with Council Member Burgess voting in opposition.

Council Member Rayborn made a motion to approve the Resolution adopting a Capital Improvement Program for the Town of Jamestown. Council Member Glanville made a second to the motion. The motion passed by a unanimous vote.

(Resolution adopting a Capital Improvement Program)

- Consideration of adoption of the Town of Jamestown’s updated Strategic Plan- Johnson stated the Strategic Plan is a roadmap for Council to identify priorities used in the creation of the budget. It is updated annually with the adoption of the new fiscal year budget.

Council Member Burgess made a motion to adopt the updated Strategic Plan for fiscal year 2024-2025 as presented. Council Member Wolfe made a second to the motion. The motion passed by a unanimous vote.

New Business

- Consideration of setting a Public Hearing date for text amendments to the LDO- Hawryluk explained staff prepared updates to the Land Development Ordinance (LDO) to update Chapter 2.20-2 Sidewalks for New Development and Expansion/Improvement of Existing Development. This section requires sidewalks on only one side of the new streets and is in disagreement with two other sections of the ordinance that calls for sidewalks on both sides of unlicensed streets. The amendment corrects 2.20-2 to require sidewalks along both sides of new streets. Staff also recommends a change for the term ‘zone lot’ to ‘lot of record’ for clarity. Staff requests Council schedule a Public Hearing for the July 16th regular meeting.

Council Member Wolfe made a motion to schedule a Public Hearing for text amendments to the LDO for the July 16th meeting at 6:00 pm in the Civic Center. Council Member Rayborn made a second to the motion. The motion passed by a unanimous vote.

- Consideration of award of contract to lowest, responsive, responsible bidder for the basketball court at Jamestown Park – Ashby explained the project was rebid and two bids were received. One was from Cunningham Recreation at \$147,732.71 and one from Barrs Recreation at \$136,644.27. She recommended awarding the contract to Barrs Recreation in the amount of \$136,644.27.

Member Glanville made a motion to award the contract for the basketball court at Jamestown to the lowest, responsive, responsible bidder of Barrs Recreation in the amount of \$136,644.27 and to allow the Finance Director and Town Manager to execute the contract. Council Member Rayborn made a second to the motion. The motion passed by a unanimous vote.

- Consideration of approval of Golden Leaf Grant Agreement – Ashby stated the Golden Leaf Foundation awarded the Town \$769,000 for flood mitigation work in the Forestdale East neighborhood. She requested Council approve acceptance of the funds and allow the Town Manager and Finance Director to execute the contract.

Member Rayborn made a motion to accept the Golden Leaf Grant award in the amount of \$769,000 and allow the Town Manager and Finance Director execute the contract. Council Member Glanville made a second to the motion. The motion passed by a unanimous vote.

Manager/Committee Reports-

- Manager Report- Johnson presented his monthly report to Council. He updated Council about ongoing projects. He stated the Music in the Park feature on July 5th is the Special Occasion Band so bring out your beach balls and flip flops. He noted that Faith Wilson, Finance Director, completed her certified finance officer credentialing through the NC Government Finance Officers Association. He reported that the Town will celebrate the Independence Day holiday on Thursday, July 4th. Town offices will be closed. There will not be any impact on regular garbage and recycling pickup. That will happen as normal. Bulk item pickup which is normally scheduled for the first Thursday of the month will be delayed by one week until July 11th. The next Town Council meeting is July 16th at 6 pm in the Civic Center.
- Council Member Committee Reports –
 - Council Member Wolfe provided an update on the growth of the Piedmont Triad International Airport. She attended a TAC meeting that day and reported that various sidewalk projects have been moved to fiscal year 2025.
 - Council Member Burgess reported the Planning Board met on June 10th for an organizational meeting. Denise Johnson was voted in as Chair and Hope Inge was voted in as Vice Chair. The Board heard LDO amendments for sidewalk language and clarity. They recommended approval of the proposed amendments.

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- Council Member Glanville reported Ragsdale High School will have a new principal in the fall, Nicole Keener.
- Council Member Rayborn reported that there was no Parks and Recreation meeting.
- Mayor Montgomery reported she will attend a Piedmont Triad Regional Council meeting in the coming days.

Public Comment –

- Patricia Gray, 105 Bellwood Court – Gray stated she sent a water sample from her kitchen sink to a lab that specializes in testing water for PFAS and PFOs known as forever chemicals. This is a lab used by science researchers, environmental agencies, universities and military researchers, and is known for its methods of accuracy as cited in peer-reviewed publications and has been funded by the National Institute of Environmental Health Sciences. She did this because the quality of Jamestown water has become a political issue and because there is no recent information on the Town’s website about our water quality. The results were 11 PFAS present in our drinking water. 6 PFAS and PFOs is in violation of the EPA standards. It is important to know that these chemicals are not filtered out of our drinking water by the existing water treatment processes. We have a public health crisis. She proposed that Jamestown be proactive on behalf of all of its clients.

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

The meeting ended at 8:33 pm

Mayor

Town Clerk

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Financial Analysis for June 2024

AGENDA ITEM #: II.B

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: July 16, 2024

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Faith Wilson

SUMMARY:

As June is the last month of our fiscal year, there will be subsequent accruals made to both revenues and expenditures after this point. Thus the budget to actual statement is not the final version.

Items of note during the month of June include the following:

Capital items include fire panel installed at the library, resurface work was completed at the water fountain at the library, and hydrant work done at Shadowlawn.

Payments were made for contracted services for code enforcement, and refurbishing crosswalks at Guilford and N. Main.

June was a strong month for golf. There was 4,284 rounds of golf played in June 2024 compared to 3808 rounds played in June 2023. June 2023 had 6 bad weather days and June 2024 had 0 bad weather days. There were no closed days in June 2023 and no closed days in June 2024.

In addition, there were capital assets, etc. on order that were not received before June 30. These will be re-appropriated into the 24-25 budget.

ATTACHMENTS: Summary of financial analysis

RECOMMENDATION/ACTION NEEDED: none

BUDGETARY IMPACT: none

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: none



Town of Jamestown
FINANCIAL SUMMARY REPORT
FOR PERIOD OF 07/01/2023 - 06/30/2024

GENERAL FUND

	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	ACTUAL TO DATE	FYE 06/30/23 PRIOR YEAR ACTUAL TO DATE
REVENUES (FUND 10)						
PROPERTY TAXES	\$ 3,610,130	\$ 3,679,629	\$ (69,499)	101.93%	\$ 3,050,224	
MOTOR VEHICLE FEES	114,000	64,560	49,440	56.63%	\$ -	
SALES TAXES/HOLD HARMLESS	1,050,000	792,215	257,785	75.45%	1,055,284	
UTILITIES SALES TAXES	295,290	268,710	26,580	91.00%	311,875	
GRANTS FROM GUILFORD COUNTY	55,500	55,500	-	100.00%	55,500	
GARBAGE & RECYCLING FEES	245,000	230,677	14,323	94.15%	206,071	
POWELL BILL	115,000	119,978	(4,978)	104.33%	107,489	
STORMWATER FEES	50,000	99,225	(49,225)	198.45%	-	
GOLF COURSE FEES	1,101,100	1,338,759	(237,659)	121.58%	1,210,484	
RECREATION FEES	22,000	32,499	(10,499)	147.72%	24,475	
INVESTMENT EARNINGS	210,000	223,703	(13,703)	106.53%	155,215	
ISSUANCE OF INSTALLMENT PURCHASE FINANCING	344,000	322,186	21,814	93.66%	-	
OTHER REVENUES	432,220	494,140	(61,921)	114.33%	1,693,641	
TRANSFER FROM GENERAL CAPITAL RESERVE FUND	75,000	72,108	2,892	96.14%	74,931	
BALANCING APPROPRIATION	727,944	-	727,944	0.00%	-	
	\$ 8,447,184	\$ 7,793,889	\$ 653,294	92.27%	\$ 7,945,189	

CAPITAL RESERVE FUND (FUND 11)

	CURRENT BUDGET	ACTUAL TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	ACTUAL TO DATE	FYE 06/30/23 PRIOR YEAR ACTUAL TO DATE
REVENUE						
INTEREST	\$ 100	\$ 354	(254)	353.58%	\$ 67	
TRANSFER FROM GENERAL FUND	125,000	149,214	(24,214)	119.37%	124,921	
	\$ 125,100	\$ 149,567	\$ (24,467)	119.56%	\$ 124,987	

EXPENDITURES & ENCUMBRANCES (FUND 10)

	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	ACTUAL TO DATE	FYE 06/30/23 PRIOR YEAR ACTUAL TO DATE
EXPENDITURES & ENCUMBRANCES (FUND 10)							
GOVERNING BODY	\$ 144,236	\$ 65,152	\$ -	\$ 79,084	45.17%	\$ 124,716	
ADMINISTRATION	1,126,913	982,031	-	144,882	87.14%	831,980	
PLANNING	264,617	226,476	-	38,142	85.59%	224,233	
BUILDINGS & GROUNDS	386,985	330,621	-	56,363	85.44%	383,952	
PUBLIC SAFETY	524,100	244,554	-	279,546	46.66%	439,450	
FIRE	892,000	886,363	-	5,637	99.37%	873,896	
STREET	451,194	299,698	-	151,496	66.42%	274,381	
POWELL BILL	-	-	-	-	0.00%	290,051	
STORMWATER	58,400	54,721	-	3,679	93.70%	-	
SANITATION	549,080	412,770	-	136,310	75.17%	1,486,759	
RECREATION	625,021	561,745	-	63,276	89.88%	488,375	
GOLF COURSE MAINTENANCE	1,859,916	1,299,311	-	560,606	69.86%	1,094,468	
GOLF SHOP	749,664	560,476	-	189,188	74.76%	774,312	
DEBT SERVICE	404,988	287,948	-	117,040	71.10%	350,224	
OTHER FINANCE USES	410,070	204,714	-	205,356	49.92%	176,839	
	\$ 8,447,184	\$ 6,416,576	\$ -	\$ 2,030,608	75.96%	\$ 7,813,635	

EXPENDITURES & ENCUMBRANCES (FUND 11)

	CURRENT BUDGET	ACTUAL TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	ACTUAL TO DATE	FYE 06/30/23 PRIOR YEAR ACTUAL TO DATE	
EXPENDITURES & ENCUMBRANCES (FUND 11)							
TRANSFERS TO OTHER FUNDS	\$ 75,000	\$ 72,108	\$ -	\$ 2,892	96.14%	\$ 74,931	
RESERVE FOR FUTURE EXPENDITURES	50,100	-	-	50,100	0.00%	-	
	\$ 125,100	\$ 72,108	\$ -	\$ 52,992	57.64%	\$ 74,931	

WATER & SEWER FUND

	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	FYE 06/30/23 PRIOR YEAR ACTUAL TO DATE
REVENUES (FUND 30)					
WATER CHARGES	\$ 990,000	\$ 1,017,106	\$ (27,106)	102.74%	\$ 955,863
SEWER CHARGES	3,000,000	3,405,965	(405,965)	113.53%	2,876,362
INVESTMENT EARNINGS	311,600	461,714	(150,114)	148.18%	294,448
OTHER REVENUES	77,850	84,090	(6,240)	108.02%	207,648
TRANSFER FROM RANDLEMAN CAPITAL RESERVE FUND	118,400	118,376	24	99.98%	118,376
TRANSFER FROM WATER SEWER CAPITAL RESERVE	-	-	-	0.00%	-
BALANCING APPROPRIATION	2,694,080	-	2,694,080	0.00%	-
	\$ 7,191,930	\$ 5,087,251	\$ 2,104,679	70.74%	\$ 4,334,322

RANDLEMAN RESERVOIR CAPITAL RESERVE FUND (FUND 60)

	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	FYE 06/30/23 PRIOR YEAR ACTUAL TO DATE
REVENUE					
INVESTMENT EARNINGS	\$ 8,000	\$ 22,707	\$ (14,707)	283.84%	\$ 18,954
TRANSFER FROM ENTERPRISE FUNDS	17,000	32,100	(15,100)	188.82%	32,100
APPROPRIATED NET ASSETS	93,400	-	93,400	0.00%	-
	\$ 118,400	\$ 54,807	\$ 63,593	46.29%	\$ 51,054

WATER AND SEWER CAPITAL RESERVE FUND (FUND 61)

	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	FYE 06/30/23 PRIOR YEAR ACTUAL TO DATE
REVENUE					
TRANSFER FROM W/S-SYSTEM DEVELOPMENT FEES	\$ -	\$ 16,300	\$ (16,300)	0.00%	\$ 18,500
INVESTMENT EARNINGS	1,000	3,968	(2,968)	396.81%	1,248
TRANSFER FROM ENTERPRISE FUNDS	500,000	454,937	45,063	0.00%	430,516
	\$ 501,000	\$ 475,205	\$ 25,795	94.85%	\$ 450,264

FYE 06/30/23 PRIOR YEAR ACTUAL TO DATE

	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	FYE 06/30/23 PRIOR YEAR ACTUAL TO DATE
EXPENDITURES & ENCUMBRANCES (FUND 30)						
PERSONNEL	\$ 1,261,700	\$ 1,182,050	\$ -	\$ 79,650	93.69%	\$ 1,074,930
WATER PURCHASES	420,000	281,951	-	138,049	67.13%	336,936
SEWER TREATMENT	769,500	739,137	-	30,363	96.05%	614,910
DEBT SERVICE	252,542	245,621	-	6,921	97.26%	244,322
CONTRACT SERVICES & MAINTENANCE	450,330	343,463	-	106,867	76.27%	512,755
CAPITAL	2,925,750	334,095	-	2,591,655	11.42%	1,534,142
TRANSFER TO OTHER FUNDS	533,300	503,337	-	29,963	94.38%	481,116
OTHER OPERATING EXPENDITURES	578,808	373,642	-	205,166	64.55%	313,971
	\$ 7,191,930	\$ 4,003,295	\$ -	\$ 3,189,635	55.66%	\$ 5,113,082

RANDLEMAN RESERVOIR CAPITAL RESERVE FUND (FUND 60)

	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	FYE 06/30/23 PRIOR YEAR ACTUAL TO DATE
REVENUE						
TRANSFER TO OTHER FUNDS	\$ 118,400	\$ 118,376	\$ -	\$ 24	99.98%	\$ 118,376
	\$ 118,400	\$ 118,376	\$ -	\$ 24	99.98%	\$ 118,376

WATER AND SEWER CAPITAL RESERVE FUND (FUND 61)

	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	FYE 06/30/23 PRIOR YEAR ACTUAL TO DATE
REVENUE						
RESERVE FOR FUTURE EXPENDITURES	\$ 501,000	\$ -	\$ -	\$ 501,000	0.00%	\$ -
	\$ 501,000	\$ -	\$ -	\$ 501,000	0.00%	\$ -



Town of Jamestown
 FINANCIAL SUMMARY REPORT
 As of June 30, 2024

CAPITAL PROJECTS

	Fund (#18) Oakdale Sidewalk Ph 3 Capital Project	Fund (#20) Recreational Maint Facility Capital Project	Fund (#21) Oakdale Sidewalk Ph 2 Capital Project	Fund (#23) Penny Road Sidewalk Capital Project	Fund (#24) Sidewalk Project Guilford County ARPA Capital Project
Life to Date Revenues & Other Financin % of budget received	219,028 32%	1,079,352 100%	79,589 40%	51,000 4%	2,294,795 100%
Life to Date Expenditures % of budget expended	104,962 16%	955,938 89%	49,486 25%	- 0%	31,150 1%
	Fund (#25) Stormwater Project Guilford County ARPA Capital Project	Fund (#26) Parks and Rec PARTF Guilford County ARPA Capital Project	Fund (#27) Parks and Rec AFP Guilford County ARPA Capital Project		
Life to Date Revenues & Other Financin % of budget received	265,500 100%	430,410 100%	600,000 100%		
Life to Date Expenditures % of budget expended	265,500 100%	7,063 2%	- 0%		



Town of Jamestown
 FINANCIAL SUMMARY REPORT
 As of June 30, 2024

DEBT SERVICE

Installment Purchase Debt:

GENERAL FUND:

Sanitation truck, financed in 2017	\$	1	12/1/2023	2023/2024
Leaf truck, financed in 2017		(1)	12/1/2023	2023/2024
Knuckleboom truck, financed in 2020		37,859	5/7/2025	2024/2025
Golf Clubhouse Renovation		233,358	11/3/2027	2027/2028
	\$	<u>271,217</u>		

WATER & SEWER FUND:

Water & Sewer Maintenance Facility Construction	\$	<u>174,968</u>	11/3/2027	2027/2028
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**Town of Jamestown
Financial Summary Report
as of June 30, 2024**

CASH BALANCES

Petty Cash	\$	1,350
Operating Cash		3,437,101
Certificates of Deposit		3,029,939
Money Market Accounts - First Bank		996,639
North Carolina Capital Management Trust		<u>11,054,054</u>
	\$	<u>18,519,082</u>
Reservations of cash:		
Cash reserved for Randleman Reservoir	\$	413,969
Cash reserved by Powell Bill for street improvements		462,238
General Capital Reserve Fund		129,743
Oakdale Sidewalk Phase 3		113,488
Oakdale Sidewalk Phase 2		30,103
Penny Road Sidewalk Capital Project		51,000
Recreational Maintenance Facility Capital Project		52,035
Water Sewer Capital Reserve Fund		<u>1,792,950</u>
	\$	<u>3,045,525</u>
Cash by Fund:		
General	\$	5,828,923
General Capital Reserve Fund		129,743
Oakdale Sidewalk Phase 3		113,488
Oakdale Sidewalk Phase 2		30,103
Penny Road Sidewalk Capital Project		51,000
Recreational Maintenance Facility Capital Project		52,035
Water/Sewer		10,106,872
Randleman Reservoir		413,969
Water/Sewer Capital Reserve Fund		<u>1,792,950</u>
	\$	<u>18,519,082</u>
Cash by Bank:		
NCCMT	\$	11,054,054
Pinnacle Bank		5,437,101
First Bank		2,026,578
	\$	<u>18,517,732</u>

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Budget Amendment #1

AGENDA ITEM #: II.C



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: July 16, 2024

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Faith Wilson

SUMMARY:

This amendment will follow direction in the approved Budget Ordinance which directs staff to re-encumber funds for purchases orders that were still open at 6-30-24 due to projects not completed or goods not received, etc. It is important to re-encumber these funds so that purchase orders are left open to complete projects and receive goods. This budget amendment also complies with GASB 96 subscriptions.

ATTACHMENTS: Budget Amendment #1

RECOMMENDATION/ACTION NEEDED: Approve Budget Amendment #1

BUDGETARY IMPACT: none - entries should offset each other

SUGGESTED MOTION: Approve Budget Amendment #1

FOLLOW UP ACTION NEEDED: N/A

**FYE 6/30/25
BUDGET AMENDMENT #1**

Fund 10:

		<u>Debit</u>	<u>Credit</u>
a.	Irrigation Supplies-Francis Pump Service	10-6300-2143 17,200	
	Assets Not Capitalized-Ornamental Post & Panel	10-5600-2900 8,000	
	Engineering fees not capitalized	10-5600-4995 22,950	
	Other Contracted Services-NC Depart of Transportation	10-5600-4990 2,200	
	Fund Balance Appropriated		10-3991 50,350
	To reappropriate purchase orders not complete at 6-30-24		
b.	Data Processing Services	10-4200-3800 13,800	
	Data Processing Services	10-4900-3800 3,000	
	Data Processing Services	10-6200-3800 5,600	
	Data Processing Services	10-6300-3800 3,200	
	Data Processing Services	10-4100-3800 800	
	Fund Balance Appropriated		10-3991 26,400
	To comply with GASB 96-Subscriptions		

Fund 30:

a.	Capital Outlay-Sewer Improvements-Deep River/sliplining/concrete pad	30-7100-5910 1,186,000	
	Capital Outlay-Water Improvements-Penny Road, East Main St	30-7100-5900 1,450,000	
	Engineering fees not capitalized	30-7100-4995 102,080	
	Water Meters-Ferguson Waterworks	30-7100-2105 38,500	
	Net Position Appropriated		30-3992 2,776,580
	To reappropriate purchase orders and projects not complete at 6-30-24		

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Adoption of Budget Ordinance to Set up Golden LEAF Project

AGENDA ITEM #: II.D



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: 07/16/24

ESTIMATED TIME FOR DISCUSSION: 5

DEPARTMENT: Finance

CONTACT PERSON: Faith Wilson

SUMMARY:

Funding in the amount of \$769,000.00 has been received from the Golden LEAF Foundation to address stormwater flooding issues in the Forestdale East neighborhood. Water/Sewer Maintenance funds of \$242,700 will be used with this project for a total of \$1,011,700.00 to complete this work.

ATTACHMENTS: Budget Ordinance

RECOMMENDATION/ACTION NEEDED: Approval of the Budget Ordinance.

BUDGETARY IMPACT:

SUGGESTED MOTION: Approve the Budget Ordinance.

FOLLOW UP ACTION NEEDED:



Settled 1752
JAMESTOWN
NORTH CAROLINA

Adoption of Grant Project Ordinance – Forestdale East Stormwater Flooding Mitigation Funded by Golden LEAF Foundation with funds appropriated by the State of North Carolina

BE IT ORDAINED by the Town Council of Town of Jamestown, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. This ordinance is to establish a budget for stormwater construction improvements in the Forestdale East neighborhood at O’Neill, Royal, and Wiltshire to be funded by the Golden LEAF Foundation with funds appropriated by the State of North Carolina.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, and the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Construction	\$1,011,700
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Section 4. The following revenues are anticipated to be available to complete this project:

Golden LEAF Foundation	\$769,000
Town match from Water/Sewer Fund	\$242,700

Section 5. The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations.

Section 6. The Finance Officer is hereby directed to report on the financial status of the project on the monthly financial reporting to the Town Council.

Section 7. Copies of this grant project ordinance shall be furnished to the Town Clerk, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 16th day of July, 2024.

Mayor S. Lynn Montgomery

ATTEST:

Katie M. Weiner, Assistant Town Manager/Town Clerk

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Resolution honoring Jane Walker Payne

AGENDA ITEM #: IV

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: July 16, 2024

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

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

SUMMARY:

Jane Walker Payne was appointed to serve on the Planning Board as an Alternate in July 2020. She has served as a full-time Planning Board Member since September 2021. She has also been the Town of Jamestown's Representative on the Guilford County Historic Preservation Commission since April 2011. She submitted her resignation from the Board in June 2024. The Town of Jamestown is grateful to Payne for her dedicated services and wishes her well in her future endeavors.

ATTACHMENTS: Resolution honoring Jane Walker Payne

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A



RESOLUTION HONORING JANE WALKER PAYNE

WHEREAS, Jane Walker Payne has been a public servant in a multitude of ways throughout her lifetime; and

WHEREAS, she has always had a love and a deep appreciation for the rich history of her community, which she has actively tried to instill in all those around her; and

WHEREAS, she has represented the Town of Jamestown on the Guilford County Historic Preservation Commission from April 2011 to June 2024; and

WHEREAS, she was appointed to serve as an Alternate on the Planning Board in July 2020 and has served as a full-time Planning Board Member since September 2021; and

WHEREAS, Jane served on the Envision Jamestown Comprehensive Plan Steering Committee, a Plan that will help guide difficult decisions for years to come; and

WHEREAS, she brought an invaluable skillset to the Board that she gained through her decades of experience working as a paralegal and through her service on numerous committees within her community; and

WHEREAS, Jane is a truly genuine, intelligent, and loving citizen that has whole-heartedly given her time and attention to making a positive impact on her community to benefit all residents.

NOW, THEREFORE, I, Council Member Burgess, on behalf of Mayor Montgomery and the Town Council, do hereby express our deep appreciation to Jane Payne for her distinguished years of service and do extend our best wishes in the next chapter of her life.

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

Adopted this the 16th day of July, 2024.



Mayor S. Lynn Montgomery

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Proclamation declaring July as Parks and Rec Month

AGENDA ITEM #: V

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: July 16, 2024

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

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

SUMMARY:

The U.S. House of Representatives has designated July as Parks and Recreation Month. This year the National Recreation and Parks Association (NRPA) has selected "Where You Belong" as the theme for 2024. It celebrates the many ways park and recreation professionals across the country foster a sense of belonging in their community by providing welcoming and inclusive programs, essential services for all ages and abilities, and safe, accessible spaces to build meaningful connections.

ATTACHMENTS: Proclamation Parks and Recreation Month 2024

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A



PROCLAMATION PARKS AND RECREATION MONTH JULY 2024

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

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the Town of Jamestown recognizes the benefits derived from parks and recreation resources;

NOW, THEREFORE, I, Council Member Rayborn, on behalf of Mayor Montgomery and the Town Council, do hereby proclaim the month of July, 2024, as **"Parks and Recreation Month"** in the Town of Jamestown, and all residents are hereby encouraged to celebrate by participating in and experiencing all that public parks and recreation services have to offer.

Adopted this the 16th day of July, 2024.



Mayor S. Lynn Montgomery

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: LDO Text Amendment

AGENDA ITEM #: VI-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: July 16, 2024

ESTIMATED TIME FOR DISCUSSION: 10 min.

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Planning Director

SUMMARY:

Staff have prepared updates to the Land Development Ordinance (LDO) primarily to update Chapter 2.20-2 Sidewalks for New Development and Expansion/Improvement of Existing Development. This section of the LDO requires sidewalks on only one side of new streets and is in disagreement with other sections of the ordinance that call for sidewalks on both sides of public streets. This amendment corrects 2.20-2 to require sidewalk along both sides of new streets.

In addition to this change, staff recommend a change from the term "zone lot" to "lot of record" for clarity. These exemptions are only available to lots of record existing on October 1, 1993 or January 1, 2000 as noted in 19.5-2A. However, the language "zone lot" may be confusing to the reader that any lot that meets the Town's zoning requirements would be exempt.

The Planning Board reviewed this LDO update at the June 10, 2024 meeting and voted unanimously to recommend approval.

ATTACHMENTS: Updated LDO Sections

RECOMMENDATION/ACTION NEEDED: Approve LDO amendments as presented

BUDGETARY IMPACT:

SUGGESTED MOTION: Move to adopt the LDO updates as presented and to have the new ordinance become effective immediately.

FOLLOW UP ACTION NEEDED: None

LDO SIDEWALK LANGUAGE CHANGES

2.20-2 Sidewalks Along New Streets. Sidewalks shall be required along ~~one side~~ **both sides** of new streets, ~~except along major thoroughfares, where sidewalks shall be required on both sides of new streets~~. In the case of private streets, sidewalks shall be required on one side of new streets. Regardless of streets being public or private, the developer of new street networks may petition the Technical Review Committee (TRC) to waive the requirement for sidewalks along new streets for developments located in the Watershed Critical Area where additional built-upon area may be detrimental to water quality. The TRC shall apply an “equal or better” performance standard to the request and the developer shall be required to comply with conditions placed upon them by the TRC.

EXEMPTION CLARITY

19.5-2 Exemptions. The following are exempt from the requirements of this Article. The exemption shall not be construed to permit uses prohibited in the underlying zoning district, or otherwise prohibited by this Ordinance.

- (A) Lots of record of less than twenty thousand (20,000) square feet existing on October 1, 1993, in all watersheds except Randleman Lake Watershed, where the effective date is January 1, 2000. Lots of record less than 1 acre which were existing prior to the effective date of the watershed ordinance (July 1, 1993 in all watersheds except Randleman, where the effective date is January 1, 2000), are not part of a larger common plan of development, and are impacted by permanent easements or rights-of-way which render the “effective” lot size less than 20,000 sq. ft. of developable area may qualify for the exemption as described.
- (B) The construction or modification of one single-family dwelling and its accessory structures on a ~~zone-lot~~ lot of record provided it is located outside Watershed Critical Area (WCA) Tier 1 within the City Lake and Oakdale Reservoir Watersheds or outside Watershed Critical Area (WCA) Tiers 1 and 2 within the Randleman Lake Watershed.
- (C) The construction of one two-family dwelling and its accessory structures(s) on a ~~zone-lot~~ lot of record in the City Lake and Oakdale Reservoir Watersheds provided a sedimentation and erosion control plan is not required and provided it is located outside Watershed Critical Area (WCA) Tiers 1 and 2.
- (D) Replacement of existing built-upon area (BUA) on a lot developed with a like or lesser amount of new BUA, at the same location, or at a different location on the same zone lot if the Planning Director has determined that equal or better water quality will result.
- (E) Exemption to the Plan Submission Requirements of this Article. The placement of small accessory buildings or structures or small amounts of other built-upon area on a lot developed with a nonresidential or multifamily use, provided that the total built-upon area added after the effective date of this Ordinance, is no greater than six hundred (600) square feet and provided that less than one acre of land is disturbed shall be exempt from the plan submission requirements of this Article. This exempted built-upon area or land disturbance shall not be placed within a required surface water buffer. This exemption shall apply to a ~~zone-lot~~ lot of record for one time only after July 1, 1993, in all watersheds except Randleman Lake Watershed, where the effective date is January 1, 2000. This exemption shall not apply to a lot with a Watershed Development Plan on file with the Planning Department.
- (F) No lot or property shall be exempt from the buffer protection requirements of this ordinance.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Consideration of Special Event Request for Rotary Christmas Parade

AGENDA ITEM #: VII-A



CONSENT AGENDA ITEM



ACTION ITEM

INFORMATION ONLY

MEETING DATE: July 16, 2024

ESTIMATED TIME FOR DISCUSSION: 10 min.

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

Each year, the Rotary Club of Jamestown requests a Special Events Permit for their Christmas Parade. Donald Dale from the Rotary Club will be present to make the request. The club is requesting financial support for the following items:

- 1) Reimbursement for off-duty law enforcement costs up to \$1,400.00.
- 2) Reimbursement for up to \$475 for portable toilets.
- 3) Postage for mailings to be covered by the Town up to \$150.00.
- 4) Town staff and equipment to assist with the event at no additional charge to the Rotary Club.

ATTACHMENTS: Special Events Permit request details.

RECOMMENDATION/ACTION NEEDED: Approve Special Events permit as presented.

BUDGETARY IMPACT: Funds have been budgeted to cover the requests indicated.

SUGGESTED MOTION: Move to approve the Special Events permit and costs included in the request to permit the Rotary Club of Jamestown to conduct the annual Christmas Parade as presented.

FOLLOW UP ACTION NEEDED: None

**Requirements for Special Events Permit Application
Jamestown Rotary Club Christmas Parade
December 1, 2024. Time: 3:00 pm**

1. Applicant: The Jamestown Rotary Club
C/o Cliff Paddock
PO Box 174
Jamestown, NC 27282
Telephone: 336-509-8725

2. The Jamestown Rotary Club requests the Town Council waive any Town fees associated with this event, and reimburse the Club for the following fees: Law Enforcement approximately \$1400.00, see item #13, and \$475.00 for portable toilets, see item #12 below. The Jamestown Rotary Club also requests that the Town provide postage for the mailings associated with the event. Estimated cost of postage is \$150.00. Participants will be contacted via email whenever possible to reduce postage costs.

3. Event Organizer:
Cliff Paddock
412 Guilford Road
Jamestown, NC 27282
336-509-8725

4. The Jamestown Rotary Club is the applicant.

5. Tax Exemption Letter is attached.

6. The purpose of this event is to hold a celebration for the citizens of Jamestown and the surrounding community. This event has become a holiday tradition in Jamestown.

7. The only fees charged are \$15.00 per parade entry. No fees are charged to the spectators. No fees are charged to non-profits, or to recognized religious, educational, civic or fraternal organizations.

8. Please see the attached copy of the parade route with barricade locations and a copy of the Sign Permit. The primary staging areas are in the front and rear of Town Hall, Teague Drive and Perry Road in the area of Bank of North Carolina.

9. The approximate number of entries is 70 to 100. The 2023 event had 98 entries. However, many entries have several people participating in them, so it is hard to identify the number of people in the parade. Some years there are horses in the parade, and occasionally a turkey or goat.

The parking plan for the parade is twofold: The entries for the Parade are assigned and numbered. Each entry is mailed their entry number which designates where their vehicle or float will be located in the parade.

For public parking, the Jamestown Rotary Club communicates with Jamestown United Methodist Church regarding parking the day of the parade. The church secretary publishes the parade information in the church newsletter, *The Grapevine*, for several weeks leading up to the parade.

The Jamestown Rotary Club communicates with First Baptist Church of Jamestown, the owner of the Guilford & Main property, and the Jamestown Elementary School. Each of these organizations are written and telephoned. A personal visit is made to the manager of the Food Lion Shopping Center to make him or her aware of the date of the parade.

10. The Rotary Club requests trash removal by the Town of Jamestown.
11. The Christmas Parade usually has 3 to 4 marching bands from local high schools that participate. They include but are not limited to: Ragsdale High School, Southwest High School, Andrews High School and Central High School. The Jamestown Bagpipers are a regular entry as well. A group of Civil War reenactors may march in the parade, but discharge of weapons using live or blank ammunition is not permitted. There are other entries that play Christmas music such as radio station vans.
12. The Town Staff has indicated that restrooms in the Civic Center will be open for the use of parade participants before and during the parade, as they have been previously. Due to crowding in those restrooms before the parade last year, the Jamestown Rotary Club requests Town Non-Profit Funding for the estimated \$475.00 cost to provide four portable toilets to supplement the Civic Center facilities, as noted in Item #2 above. These will include 1 ADA accessible toilet.
13. The Town of Jamestown and the Jamestown Rotary Club acquire permission from NCDOT to close Main Street for the time period of the parade. The NC Highway Patrol assigns 2 troopers to stop/block traffic at Main & Teague and at Main & Forestdale. The Guilford County Sheriff's Department supplies deputies to work the parade for traffic control and to stop/block traffic at the intersections of Town-maintained streets. The Rotary Club requests that the Town of Jamestown cover the cost of the deputies. In the past, a total of 5 deputies plus 1 supervisor worked the Parade. The estimated cost is \$72.80 per hour for each deputy with a 3-hour minimum. There also is an administrative fee of \$10.00 per officer. Approximate total cost is \$1400.00. As noted in Item #2 above, the Rotary Club requests Non-Profit Funding to cover these costs.
14. In addition to the above law enforcement, the Guilford County Sheriff's Department bike patrol provides 2 or more bike patrol officers to help with crowd control and to keep the spectators

out of the street. The Town of Jamestown provides cones and barricades which the Public Service Department installs at the proper locations (Map attached).

15. The Parade route begins at the Town Hall parking lot. The Jamestown Fire Department is located in this same lot. The Fire Department also houses the Guilford County EMS. If there is a first aid emergency then one of these agencies would be notified. The Fire Department fire truck is the last entry in the Parade. It is placed in this position in order to be free to pull off in case of an emergency.
16. Insurance: attached.
17. The parade does require that Main Street be closed from approximately 2:45 pm to 4:30 pm. This authorization is covered in item #13.
18. A list of parade entry participants can be supplied, but this list is not finalized until the week of the parade.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hylant Group Inc
811 Madison Ave
Toledo OH 43604

CONTACT NAME: Crystal Gleason
PHONE (A/C, No, Ext): 419-259-2710
E-MAIL ADDRESS:

FAX (A/C, No): 419-255-7557

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westchester Surplus Lines Insurance Company	10172
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

Insured
All Active US Rotary Clubs & Districts
Rotary Club of Jamestown, NC

Attn: Risk Management Dept.
1560 Sherman Avenue
Evanston, IL 60201-3698

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	G73578917003	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	G73578917003	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$		Not applicable			EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Not applicable			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is cause in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

Town of Jamestown, NC
301 E. Main Street
Jamestown, NC 27282

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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Jamestown Rotary Club
PO Box 174
Jamestown NC 27282
June 20, 2024

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

To whom it may concern,

Please be advised that Jamestown Rotary Club has a tax exempt status. They are a tax exempt civic & service organization under IRS code Section 501(c)(4).
Our tax ID # 56-6088455.

Sincerely,

Ken Reed
Treasurer



SIGN PERMIT

Applicant/Installer: Jamestown Rotary Club
Property Address: 301 E. Main St.
Phone Number: 336-509-8725
Date Erected: 11-1-24 **To be Removed:** 12-2-24

SIGN TYPE
 Permanent Sign
 Temporary Banner Sign
 Sandwich Board Sign

PROPOSED SIGNS

Type	Location	Size	Materials	Fee
<u>Banner</u>	<u>Town Hall</u>	<u>10'x2'</u>	<u>Vinyl</u>	

TOTAL \$ _____

SIGN LETTERING/PURPOSE: (i.e.- What will sign "say"?) – Attach Plans or Sketch of Sign & Proposed Location on Property

Jamestown Christmas Parade
Sponsored by the Jamestown Rotary Club, Jamestown Business Association, Mary Perry Ragsdale Family YMCA

Notes: _____

By signing this application, I acknowledge I have read and understand the conditions that will allow placement of a sign in the approved districts in Jamestown. Any change to the board or sign from the attached sketch will be cause for the Town of Jamestown to have the sign removed. Also, the persons erecting a sign shall indemnify and hold harmless the Town and its officers, agents, employees from any claim arising from the presence or placement of the sign on Town property or right(s)-of-way.

APPLICANT Cliff Paddock

DATE: 6/23/24

Cliff Paddock, Representative for Rotary Club

NOT VALID UNLESS VALIDATED AND APPROVED

RECEIPT # _____

- Permit Approved by _____ Date: _____
- Permit Denied
- Development Clearance Certificate Issued Fee: _____ Receipt # _____

Please note that it is the applicant's responsibility to contact and apply for any building or electrical permits from the Guilford County Building Inspection Department before sign installation. Please call (336) 454-1138 for more information.

Office Use Only:

Zoning: _____	Tax PIN #: _____
Number of times applied this year: _____	
Type of Group (Religious/Civic, Business, etc.) _____	
Sketch/Plans Attached: _____ Y _____ N	

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Appointment of a PB Member and Alternate

AGENDA ITEM #: VII-B

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: July 16, 2024

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

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

SUMMARY:

There is currently a vacancy on the Planning Board for a full-time Member. There are four applicants for consideration, and Council has received copies of all applications. The applicants include: John Capes, Brant Gomez, Duane Willis, and Eddie Oakley (can only serve as an Alternate at this time).

Staff recommends that Council appoint an applicant to serve the unexpired term of Jane Payne, which ends in September 2026. Council will also need to appoint a new Alternate to serve if one of the current Alternates, John Capes & Brant Gomez, is appointed to the full-time position.

ATTACHMENTS: None

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council appoint applicants to serve on the Planning Board.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Council Member makes a motion to appoint _____ to serve the unexpired term of Jane Payne.
Council Member makes a motion to appoint _____ to serve as an Alternate Member.

FOLLOW UP ACTION NEEDED: N/A

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Golf course quarterly report

AGENDA ITEM #: VII-C

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: 7/16/2024

ESTIMATED TIME FOR DISCUSSION: 5 min.

DEPARTMENT: Recreation

CONTACT PERSON: Scott Coakley

SUMMARY:

The Recreation Director will be presenting the quarterly report for the golf course.

ATTACHMENTS: N/A

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: Information only

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Jamestown Library Contract

AGENDA ITEM #: VII.D



CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: 07/16/24

ESTIMATED TIME FOR DISCUSSION: 5

DEPARTMENT: Finance

CONTACT PERSON: Faith Wilson

SUMMARY:

Attached is the annual contract for Library Services to be provided to the Town by the Jamestown Public Library. This is an allowable use of public funds and allows the Town to have these services provided by a separate entity, per G.S. §160A-209(c)20 and §153A-264 and outlined specifically in Section 2. The contract calls for quarterly payments of \$16,000 each.

ATTACHMENTS: Contract

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

BUDGETARY IMPACT: \$64,000

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

FOLLOW UP ACTION NEEDED:

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

CONTRACT FOR SERVICES
JAMESTOWN PUBLIC LIBRARY

THIS CONTRACT, entered into as of the 1st day of July 2024, by and between the Town of Jamestown, (hereinafter referred to as “the TOWN”), and the Old Jamestown School Association, Inc., dba Jamestown Public Library, a North Carolina Non-Profit Corporation (hereinafter referred to as “the LIBRARY”).

WITNESSETH:

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

1. **TERM OF CONTRACT:** This Contract shall commence on July 1, 2024 and shall end on June 30, 2025. If the LIBRARY shall at any time breach any part of this Contract, then this Contract shall immediately terminate upon receipt of written notice of the same, signed by the Town Manager or his/her designee.
2. **SERVICES TO BE PERFORMED:** The LIBRARY, in and for the consideration of the funding provided to it by the TOWN as set forth in Sections 4 and 5 below, agrees to provide free access to public library services to residents of the Town. “Public library services” shall include, but not be limited to, adult and children’s literacy programs, cultural programs, and the ability to borrow items from the LIBRARY’s collection of books, magazines and other literacy materials in both paper and electronic formats. The LIBRARY agrees to immediately notify the Town Manager in writing of any significant change in the type or level of services to be offered.
3. **STATUTORY FUNDING AUTHORIZATION:** The TOWN is authorized to provide support for public library services for its citizens as described in Section 2 above pursuant to North Carolina General Statute §160A-209(c)20 and § 153A-264.
4. **ANNUAL APPROPRIATION:** For Fiscal Year 2024-2025, the amount of funding appropriated for the LIBRARY by the TOWN is \$64,000.00, to be paid in quarterly installments of \$16,000.00.
5. **PAYMENT:** The TOWN will pay the annual appropriation to the LIBRARY as follows: \$16,000.00 per quarter beginning and continuing on July 1, 2024, October 1, 2024, January 1, 2025 and April 1, 2025. Said quarterly payments shall be mailed to the LIBRARY at: P.O. Box 1345, Jamestown, North Carolina 27282.
6. **USE OF FUNDS:** Funding provided to the LIBRARY under this Contract shall be used exclusively to provide the public library services outlined in Section 2. No funds provided by the TOWN shall be used for fund raising, political purposes, or any other purpose other than

providing public library services as authorized under North Carolina General Statute §160A-209(c)20 and §153A-264 and outlined specifically in Section 2.

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

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

TOWN:
Town Manager
Town of Jamestown
301 E. Main Street
Jamestown, NC 27282

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

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

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

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

- A. Damages to persons, personal property, or the TOWN caused by an act or omission of the LIBRARY;
and
 - B. All claims, suits, losses, injuries, death, and property liability, including, without limitation, expenses in connection with any such claim or suit, including reasonable attorney's fees, occurring in the performance of the proposed services; and
 - C. All claims and liabilities resulting from the LIBRARY's violation of federal, state, or local statute, regulation, or ordinance; and
 - D. In the event that any goods, services, or processes sold and delivered or sold and performed is defective in any respect whatsoever, the LIBRARY will indemnify and hold harmless the TOWN from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that happen or occur in connection with the use or sale of such goods, services, or processes.
- 16. STRICT COMPLIANCE:** The TOWN may at any time insist upon strict compliance with these terms and conditions despite any previous course of dealing or course of performance between the parties that may have been contrary to the terms of this Contract.
- 17. SEVERABILITY:** In the event that any provision herein is deemed invalid or unenforceable, the other provisions will remain in full force and effect, and binding on both parties.
- 18. SURVIVAL:** All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between the TOWN and the LIBRARY will survive the completion of the services and the termination of the Contract.
- 19. GOVERNING LAW:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, is governed by the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this Contract, to the exclusive jurisdiction of the General Courts of Justice of North Carolina. In addition, the parties agree that the exclusive venue for any legal proceeding will be Guilford County, North Carolina.
- 20. ENTIRE AGREEMENT:** This Contract represents the entire understanding and agreement between the parties with respect to contracting for those services as outlined in Section 2. This Contract supersedes all prior agreements, whether written or oral, that may exist between the parties with respect to contracting for those services as outlined in Section 2. In addition, no subsequent amendment or modification to this Contract or waiver of any provisions will be effective unless in writing and signed by both parties.
- 21. CHANGES IN BYLAWS AND INSURANCE POLICIES:** In the event of any change in the LIBRARY'S bylaws, or insurance policies, the LIBRARY agrees that it shall immediately notify the Town Manager. The LIBRARY shall have this CONTRACT approved by its Board of Trustees with a copy of the minutes approving this CONTRACT being submitted to the TOWN at the time of

execution.

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

TOWN OF JAMESTOWN

BY: _____
Lynn Montgomery, Mayor
Mayor

JAMESTOWN PUBLIC LIBRARY

BY: _____
Gary Haynes, Board Chairman

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

By: _____
Faith Wilson
Finance Director

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Historic Jamestown Society Contract

AGENDA ITEM #: VII.E

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: 07/16/24

ESTIMATED TIME FOR DISCUSSION: 5

DEPARTMENT: Finance

CONTACT PERSON: Faith Wilson

SUMMARY:

We have received a request from the Historic Jamestown Society (Society) for funding for the 24-25 fiscal year. The contract will be for cultural and historical programming and conservation.

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

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

ATTACHMENTS: Contract

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

BUDGETARY IMPACT: \$10,500

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

FOLLOW UP ACTION NEEDED:

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

CONTRACT FOR SERVICES
THE HISTORIC JAMESTOWN SOCIETY, INC.

THIS CONTRACT, entered into as of the 1st day of July 2024, by and between the Town of Jamestown, (hereinafter referred to as “the TOWN”), and The Historic Jamestown Society, Inc., a North Carolina Non-Profit Corporation (hereinafter referred to as “the SOCIETY”).

WITNESSETH:

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

- 1. TERM OF CONTRACT:** This Contract shall commence on July 1, 2024 and shall end on June 30, 2025. If the SOCIETY shall at any time breach any part of this Contract, then this Contract shall immediately terminate upon receipt of written notice of the same, signed by the Town Manager or his/her designee.
- 2. SERVICES TO BE PERFORMED:** The SOCIETY, in and for the consideration of the funding provided to it by the TOWN as set forth in Sections 4 and 5 below, agrees to provide to the citizens and residents of the Town of Jamestown access to cultural and historical programming and conservation efforts. The SOCIETY agrees to immediately notify the Town Manager in writing of any significant change in the type or level of services to be offered.
- 3. STATUTORY FUNDING AUTHORIZATION:** The TOWN is authorized to provide support for museums and related programming for its citizens as described in Section 2 above pursuant to North Carolina General Statute §160A-488.
- 4. ANNUAL APPROPRIATION:** For Fiscal Year 2024-2025, the amount of funding appropriated for the SOCIETY by the TOWN is \$10,500.00.
- 5. PAYMENT:** The TOWN will pay the annual appropriation to the SOCIETY as follows: The Society will submit receipts directly related to programmatic and conservation efforts. The Town will reimburse the Society in a total amount not to exceed \$10,500.00 for all approved invoices incurred by the SOCIETY. Said payments shall be mailed to the SOCIETY at: P.O. Box 512, Jamestown, North Carolina 27282.
- 6. USE OF FUNDS:** Funding provided to the SOCIETY under this Contract shall be used exclusively to provide the painting and repair services outlined in Section 2. No funds provided by the TOWN shall be used for fund raising, political purposes, or any other purpose other than providing those services outlined in Sections 2 and 5 above as authorized under North Carolina General Statute §160A-488.

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

SOCIETY:

TOWN:

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

Town Manager
Town of Jamestown
301 E. Main Street
Jamestown, NC 27282

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

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

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

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

- A. Damages to persons, personal property, or the TOWN caused by an act or omission of the SOCIETY;

and

- B. All claims, suits, losses, injuries, death, and property liability, including, without limitation, expenses in connection with any such claim or suit, including reasonable attorney's fees, occurring in the performance of the proposed services; and
 - C. All claims and liabilities resulting from the SOCIETY's violation of federal, state, or local statute, regulation, or ordinance; and
 - D. In the event that any goods, services, or processes sold and delivered or sold and performed is defective in any respect whatsoever, the SOCIETY will indemnify and hold harmless the TOWN from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that happen or occur in connection with the use or sale of such goods, services, or processes.
- 16. STRICT COMPLIANCE:** The TOWN may at any time insist upon strict compliance with these terms and conditions despite any previous course of dealing or course of performance between the parties that may have been contrary to the terms of this Contract.
- 17. SEVERABILITY:** In the event that any provision herein is deemed invalid or unenforceable, the other provisions will remain in full force and effect, and binding on both parties.
- 18. SURVIVAL:** All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between the TOWN and the SOCIETY will survive the completion of the services and the termination of the Contract.
- 19. GOVERNING LAW:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, is governed by the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this Contract, to the exclusive jurisdiction of the General Courts of Justice of North Carolina. In addition, the parties agree that the exclusive venue for any legal proceeding will be Guilford County, North Carolina.
- 20. ENTIRE AGREEMENT:** This Contract represents the entire understanding and agreement between the parties with respect to contracting for those services as outlined in Section 2. This Contract supersedes all prior agreements, whether written or oral, that may exist between the parties with respect to contracting for those services as outlined in Section 2. In addition, no subsequent amendment or modification to this Contract or waiver of any provisions will be effective unless in writing and signed by both parties.
- 21. CHANGES IN BYLAWS AND INSURANCE POLICIES:** In the event of any change in the SOCIETY's bylaws, or insurance policies, the SOCIETY agrees that it shall immediately notify the Town Manager. The SOCIETY shall have this CONTRACT approved by its Board of Trustees with a copy of the minutes approving this CONTRACT being submitted to the TOWN at the time of execution.

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

THE TOWN OF JAMESTOWN

BY: _____
Lynn Montgomery, Mayor

THE HISTORIC JAMESTOWN SOCIETY, INC.

BY: _____
Chair-Board of Trustees

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

By: _____
Faith Wilson
Finance Director

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: YMCA request for providing services

AGENDA ITEM #: VII.F

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: 07/16/24

ESTIMATED TIME FOR DISCUSSION: 5

DEPARTMENT: Finance

CONTACT PERSON: Faith Wilson

SUMMARY:

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

ATTACHMENTS: Contract

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

BUDGETARY IMPACT: \$10,000

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

FOLLOW UP ACTION NEEDED:

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

CONTRACT FOR SERVICES
YMCA of GREENSBORO, INC.,

THIS CONTRACT, entered into as of the 1st day of July 2024, by and between the Town of Jamestown, (hereinafter referred to as “the TOWN”), and the YMCA of Greensboro, Inc., d/b/a Mary Perry Ragsdale YMCA, a North Carolina Non-Profit Corporation (hereinafter referred to as “the YMCA”).

WITNESSETH:

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

- 1. TERM OF CONTRACT:** This Contract shall commence on July 1, 2024 and shall end on June 30, 2025. If the YMCA shall at any time breach any part of this Contract, then this Contract shall immediately terminate upon receipt of written notice of the same, signed by the Town Manager or his/her designee.
- 2. SERVICES TO BE PERFORMED:** The YMCA, in and for the consideration of the funding provided to it by the TOWN as set forth in Sections 4 and 5 below, agrees to provide to the citizens and residents of the Town of Jamestown access to recreational, health and fitness activities. The YMCA agrees to immediately notify the Town Manager in writing of any significant change in the type or level of services to be offered.
- 3. STATUTORY FUNDING AUTHORIZATION:** The TOWN is authorized to provide support for recreational and related programming for its citizens as described in Section 2 above pursuant to North Carolina General Statute Article 18, §160A-350, et seq.
- 4. ANNUAL APPROPRIATION:** For Fiscal Year 2024-2025, the amount of funding appropriated for the YMCA by the TOWN is \$10,000.00.
- 5. PAYMENT:** The TOWN will pay the annual appropriation to the YMCA as follows: At the end of each recreation season and/or program, the YMCA shall provide the TOWN with a list containing the names of each participant and his/her home address. The TOWN will pay the YMCA based upon the number of Jamestown residents participating in each recreational activity at the agreed upon rates set forth in Exhibit A attached hereto, up to the total amount of \$10,000.00. Said payments shall be mailed to the YMCA at: 900 Bonner Drive, Jamestown NC 27282.
- 6. USE OF FUNDS:** Funding provided to the YMCA under this Contract shall be used exclusively to provide the recreational and related programming activities outlined in Section 2. No funds provided by the TOWN shall be used for fund raising, political purposes, or any other purpose

other than providing those services outlined in Sections 2 and 5 above as authorized under North Carolina General Statutes Article 18, §160A-350 et seq.

7. ANNUAL ACTIVITY REPORT: The YMCA shall provide to the TOWN an annual report of the accomplishments and services provided under this Contract. The report shall be submitted, together with any future funding request, to the TOWN by March 1 of 2025, and shall contain information for the previous fiscal year.

8. FINANCIAL REPORTING:

A. Funds paid under the terms of this Contract shall be reported as municipal support and clearly identifiable in the YMCA financial statements.

B. The YMCA agrees that it will provide the TOWN with an annual financial report derived from the YMCA accounting system for the year-end period. The YMCA shall also provide a copy of its IRS Form 990 for each year. The report and IRS Form 990 are due to the TOWN one hundred and twenty (120) days after the YMCA's year-end.

9. PUBLIC INFORMATION: The report and IRS Form 990 referenced in Section 8B shall also be made available to the general public upon request.

10. INDEPENDENT CONTRACTOR: The YMCA is a non-profit corporation established under the laws of the State of North Carolina, and is an independent contractor. The YMCA is not an agent, officer, or employee of the TOWN and shall have no authority to act as an agent of the TOWN, nor enter into any Agreement for, or on behalf of, the TOWN. The YMCA shall at all times maintain its status as a non-profit corporation organized to do business in the State of North Carolina. In addition, employees of the YMCA shall not, in any way, be considered employees of the TOWN.

11. ASSIGNMENT: The YMCA shall not assign its rights under this Contract or any part thereof, nor delegate or subcontract any performances hereunder, nor subcontract without first obtaining the TOWN'S written approval thereof.

12. MODIFICATION: This Contract may be modified only by a written instrument duly executed by the parties or their respective successors.

13. NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by first class and/or registered or certified mail to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

YMCA:

TOWN:

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

Town Manager
Town of Jamestown
301 E. Main Street
Jamestown, NC 27282

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

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

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

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

- A. Damages to persons, personal property, or the TOWN caused by an act or omission of the YMCA; and

- B. All claims, suits, losses, injuries, death, and property liability, including, without limitation, expenses in connection with any such claim or suit, including reasonable attorney's fees, occurring in the performance of the proposed services; and
 - C. All claims and liabilities resulting from the YMCA's violation of federal, state, or local statute, regulation, or ordinance; and
 - D. In the event that any goods, services, or processes sold and delivered or sold and performed is defective in any respect whatsoever, the YMCA will indemnify and hold harmless the TOWN from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that happen or occur in connection with the use or sale of such goods, services, or processes.
- 16. STRICT COMPLIANCE:** The TOWN may at any time insist upon strict compliance with these terms and conditions despite any previous course of dealing or course of performance between the parties that may have been contrary to the terms of this Contract.
- 17. SEVERABILITY:** In the event that any provision herein is deemed invalid or unenforceable, the other provisions will remain in full force and effect, and binding on both parties.
- 18. SURVIVAL:** All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between the TOWN and the YMCA will survive the completion of the services and the termination of the Contract.
- 19. GOVERNING LAW:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, is governed by the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this Contract, to the exclusive jurisdiction of the General Courts of Justice of North Carolina. In addition, the parties agree that the exclusive venue for any legal proceeding will be Guilford County, North Carolina.
- 20. ENTIRE AGREEMENT:** This Contract represents the entire understanding and agreement between the parties with respect to contracting for those services as outlined in Section 2. This Contract supersedes all prior agreements, whether written or oral, that may exist between the parties with respect to contracting for those services as outlined in Section 2. In addition, no subsequent amendment or modification to this Contract or waiver of any provisions will be effective unless in writing and signed by both parties.
- 21. CHANGES IN BYLAWS AND INSURANCE POLICIES:** In the event of any change in the YMCA's bylaws, or insurance policies, the YMCA agrees that it shall immediately notify the Town Manager. The YMCA shall have this CONTRACT approved by its Board of Trustees with a copy of the minutes approving this CONTRACT being submitted to the TOWN at the time of execution.

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

THE TOWN OF JAMESTOWN

BY: _____
Lynn Montgomery, Mayor

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

BY: _____
Chair-Board of Trustees

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

By: _____
Faith Wilson
Finance Director

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Manager's Report

AGENDA ITEM #: VIII-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: July 16, 2024

ESTIMATED TIME FOR DISCUSSION: 5 min

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

Manager's Report is attached.

ATTACHMENTS: N/A

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A

-
- I. The Town has been fortunate to receive grant funding for several major projects. This will be an ongoing process to keep the Council and public updated on their progress:
- A. PARTF/AFP Grants –
 - Staff have published the RFP for the playground equipment. We are anticipating an award at the September Council meeting.
 - We have awarded the contract for the new shelters and work will begin soon.
 - B. Main Street Waterline Replacement –
 - Paul Blanchard, Public Services Dir., is anticipating a bid package going public by the end of August with a possible bid award date of in September 2024. Paul and the design engineer working to resubmit plans and specifications to the State to meet new permitting requirements.
 - C. Oakdale Sidewalks -
 - Final plans addressing NCDOT comments are complete. Plans are now required to be updated by the design engineers to meet new NCDOT specifications. Those are anticipated to be complete in early fall.
 - ROW/Easements are in progress. Jason Pegram, Assistant Public Services Director, is working with property owners to sign agreements.
 - Once easements and ROW is secured and plans are updated, NCDOT will issue a notice to proceed with the bid process.
 - D. Penny Road Waterline Project –
 - Anticipating a RFQ for a qualified designer to be advertised in Fall 2024.
 - E. Oakdale Cotton Mill Aerial Replacement –
 - Paul Blanchard, Public Services Dir, has identified a potential new solution which may bear cost advantages to the Town. We are now exploring this new option for repair and will keep the Council informed. Temporary repairs have been made to the line to help minimize issues.
 - F. ARPA Sidewalk Project
 - Smaller sidewalk projects - Jason Pegram, Asst. Public Services Director, has been working with the contractors to find a suitable start date for the work. Some utility work will be required from Duke Energy to move/eliminate poles, etc. We are working to coordinate construction to minimize disruptions to citizens.
 - The E. Main St. to Millis Rd. sidewalk project is currently under design.

G. Music in the Park will continue on Tuesday, August 6th with the AM rOdeO! This will be a TUESDAY event and is held annually to celebrate our first responders and community partners. We have posted this year's lineup and event information with details on food and beverage vendors are available on the Town's Facebook site.

H. Introduction of new employees

- Scott Coakley, Parks & Recreation Dir. will introduce new Parks employees to the Town Council.
- Paul Blanchard, Public Services Director, will introduce new Public Service employees to the Town Council.

Key Dates:

Aug. 1st – Bulky Item pickup

Aug. 20th – Town Council meeting – 6 PM – Civic Center Chambers