

PROPOSED AGENDA  
REGULAR COUNCIL MEETING  
January 20, 2026  
5:30 PM

CALL TO ORDER - Mayor Sammy Phillips

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF AGENDA

PUBLIC COMMENT

ADOPTION OF MINUTES AND CONSENT ITEMS

MINUTES: January 6, 2026 – Workshop Meeting

CONSENT

1. Tax Releases, Refunds, and Write-offs – October and November 2025
2. 2025 Governor’s Crime Commission JAG Grant Acceptance – ICAT Training
3. FY 2027 Governor’s Highway Safety Program Grant Application – Bike Safe NC Supporting Equipment
4. FY 2026 NC Governor’s Crime Commission – NC Edward Byrne Memorial Justice Assistance Grant (JAG)

PUBLIC HEARINGS (*Legislative*)

5. Annexation – Thornwood, LLC – 488.63 +/- acres
6. Satellite Annexation – Blue Creek School Road 2.77 +/- Acres
7. Unified Development Ordinance (UDO) Text Amendment – Amendment to Article 5. Development Standards, Section 5.1 Off-Street Parking, Loading and Circulation
8. Unified Development Ordinance (UDO) Text Amendment – Amendments to Articles 3.6 Nonresidential and Mixed-Use Zoning Districts, Article 5.12 Signage, and Article 9 Definitions
9. Unified Development Ordinance (UDO) Text Amendment – Amendment to Article 8, Enforcement, Section 8.6, Remedies and Penalties, C. Civil Penalties

REPORTS

Mayor

City Council

City Attorney

City Manager

ONE CITY, OUR CITY, MY CITY MOMENT

ADJOURNMENT

COUNCIL MINUTES  
WORKSHOP MEETING

January 6, 2026

A Regular Workshop Meeting of the City Council of the City of Jacksonville was held Tuesday, January 6, 2026 beginning at 5:30 PM in Meeting Rooms A & B of City Hall. Present were: Mayor Sammy Phillips presiding; Mayor Pro Tem Cindy Edwards; Council Members: Mickey Smith, Logan Sosa, Dr. Angelia Washington, and Michael Yaniero. Absent was Councilman Jerome Willingham. Also present were: Joshua Ray, City Manager; Ronald Massey, Deputy City Manager; Lorna Welch, City Attorney; and Rose Marshburn, City Clerk.

\*A video of the Council Meeting is presently available for review on the City's website.

CALL TO ORDER

Mayor Sammy Phillips called the meeting to order at 5:34 PM.

ADOPTION OF AGENDA

A motion was made by Councilman Yaniero, seconded by Councilman Sosa, and unanimously approved to adopt the agenda as presented.

ADOPTION OF MINUTES AND CONSENT ITEMS

A motion was made by Councilman Sosa, seconded by Councilman Yaniero and unanimously approved to adopt the minutes of the November 18, 2025 Regular Meeting and December 2, 2025 Organizational Meeting, and the consent items as presented.

CONSENT ITEMS

GENERAL LEGISLATIVE BUDGET AMENDMENT

Budget amendment requests had been submitted since the last legislative budget amendment. This budget amendment decreased the use of fund balance in the General Fund by \$1,119,593.

Council approved the Budget Amendment.

Ordinance 2026-01, Bk. 14, Pg. 492

ANNEXATION – THORNWOOD, LLC – 488.63 +/- ACRES

On behalf of Thornwood, LLC, Kimley-Horn submitted a petition for a voluntary annexation of a portion of one tract of land totaling 488.63 +/- acres that was contiguous to the current City limit boundaries. The property is located at end of Williamsburg Parkway.

The developer proposed building 843 Single Family Homes with an average value of \$350,000 each.

Pursuant to Resolution 2016-02, City Council authorized Voluntary Annexation petitions to be investigated for sufficiency upon receipt. The City Clerk conducted the required investigation and found as a fact that said petition is signed by all owners of real property in the area described.

As provided in North Carolina General Statute 160A-31, a Resolution has been prepared scheduling a Public Hearing for this annexation January 20, 2026, at the Regular City Council Meeting.

Council adopted the Resolution as presented.

Resolution 2026-01, Bk. 7, Pg. 542

SATELLITE ANNEXATION – BLUE CREEK SCHOOL ROAD – 2.77 +/- ACRES

On behalf of Skyline Lane Holdings, LLC, Tidewater Associates submitted a petition for a voluntary satellite annexation of one tract of land totaling 2.77 +/- acres that are not contiguous to the current City limit boundaries.

Located off Blue Creek School Road, the property proposed for annexation abuts the Crestfield Point Apartments, which entered the City limits through satellite annexation in 2020. The developer proposed to build 12 Single Family Homes with an average value of \$265,000 each.

Pursuant to Resolution 2016-02, City Council authorized Voluntary Annexation petitions to be investigated for sufficiency upon receipt. The City Clerk conducted the required investigation and found as a fact that said petition is signed by all owners of real property in the area described.

As provided in North Carolina General Statute 160A-58.2, a Resolution has been prepared scheduling a Public Hearing for this annexation January 20, 2026, at the Regular City Council Meeting.

Council adopted the Resolution as presented.

Resolution 2026-02, Bk. 7, Pg. 546

CONSTRUCTION AGREEMENT FOR NCDOT TIP PROJECT U-5950 – MAST ARM  
POWDER COATING AND FIBER LINE RELOCATION

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In August of 2026, NCDOT was scheduled to award a construction contract to widen the intersection of Marine Boulevard and Henderson Drive – commonly referred to as project U-5950. This project will include black powder coated signal mast arms and the relocation of utilities that are the responsibility of the City. If the City requests this work to be included with the larger NCDOT project, it would allow for a seamless transition from design through construction, with one design firm and one contractor. Additionally, it minimized the number of potential conflicts in the field as well as time delays. Total cost was estimated at \$38,245.20 for the powder coating and fiber relocation. General Fund money had been appropriated for these expenses.

Council approved the NCDOT Construction Agreement and authorized the City Manager or his representative to sign the Agreement.

NCDOT OFFER TO PURCHASE CITY PROPERTY FOR U-5728

NCDOT was planning to make roadway improvements at the intersection of Marine Boulevard at Bell Fork Road and Gum Branch Road – commonly referred to as U-5728. The project was intended to improve safety and reduce congestion by adding new travel lanes at each approach. U-5728 was scheduled for construction in Fiscal Year 2026. To construct U-5728, NCDOT must acquire right of way, permanent utility easements and temporary construction easements from the City of Jacksonville. NCDOT offered an appraised value of \$188,700 as compensation for the right of way and easements.

Council approved the sale of property and authorized the Mayor to sign the Deed for Highway Right of Way Purchase and the Resolution for Conveyance.

Resolution 2026-03, Bk. 7, Pg. 547

NCDOT SCHEDULE C AND D MUNICIPAL MAINTENANCE AGREEMENTS

In 2010, City Council approved a municipal agreement with the North Carolina Department of Transportation (NCDOT) to construct an Intelligent Transportation System (ITS). The ITS was designed to improve traffic flow by interconnecting traffic signals and managed them through a locally operated Traffic Operations Center. Under the agreement, the City assumed responsibility for operating and maintaining the ITS upon completion.

NCDOT agreed to reimburse the City for the majority of operating costs through two funding agreements commonly referred to as Schedule C and Schedule D, Municipal Maintenance Agreements named for the federal funding codes from which the reimbursement was derived. Execution of Schedules C and D was required for the City to receive reimbursement from NCDOT. These agreements were executed annually, with up to a total of four (4) extensions and a comprehensive renewal occurring every five years. The current agreement for consideration would remain in effect through June 30, 2030 if the four extensions were approved annually.

Schedules C and D were revenue sources that created the overall Traffic Signal Budget. Approval of Schedules C and D would result in projected reimbursements to the City of \$185,000 and \$111,550, respectively in FY 2026.

Council approved the Municipal Maintenance Agreement and authorized the City Manager or his representative to execute Schedules C and D for FY26, as well as annual extensions through 2030.

#### SOLE SOURCE PROCUREMENT – WAVETRONIX SIGNAL DETECTION EQUIPMENT

Pursuant to G.S. 143-129(e)(6), upon approval of Council, the City may purchase an item through a single source contract when the need for standardization and/or compatibility was essential. Staff was requesting that Council authorize the sole source procurement of radar detection equipment for one signalized intersection: (1) Curtis Road and White Street.

The signal was located on Marine Corps Air Station New River. City Traffic Signal Personnel would complete the installation and maintenance of the system under the City's Intergovernmental Support Agreement (IGSA ) with the Base.

The total cost for the equipment was \$36,813.35. Funds were being appropriated to the Traffic Signals Operating Budget from the General Fund to purchase the equipment. The City would be reimbursed for the cost through the IGSA.

Council authorized sole source procurement to Wavetronix and approved the associated Budget Amendment.

Ordinance 2026-02, Bk. 14, Pg. 494

CITY OF JACKSONVILLE FEDERAL PURCHASING POLICY

The City continued to perform periodic reviews of all financial policies to ensure they remained current, efficient, and aligned with best practices. The Purchasing Policy for Federal Funds was last updated and adopted by City Council on July 1, 2018. A review of the policy was conducted to confirm alignment between the policy and federal requirements, with an additional goal of minimizing the need for policy waivers and supporting efficient procurement operations.

The changes included updating purchasing thresholds to align with the procurement procedures that were required when using federal funds as required by federal law and Uniform Guidance.

Council approved the Federal Purchasing Policy.

DISCUSSION ITEMS (ACTION MAY OR MAY NOT BE TAKEN)

AUDITOR'S REPORT ON THE CITY'S ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FY 2025

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Jake Conner, Representative with Mauldin & Jenkins, provided a detailed overview of the PowerPoint Presentation herein attached as Exhibit A. He reported that the audit of the City's Annual Comprehensive Financial Report (ACFR) for FY 2025 had been completed.

Mr. Jake Conner stated that Mauldin & Jenkins considered the internal control structure for the sole purpose of expressing an opinion on the City's basic financial statements and not for the purpose of providing an opinion on the effectiveness of those internal controls. The audit was performed in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards with the objective of providing a reasonable, not absolute, assurance that the basic financial statements were free of material misstatement. He said that within the Audit Report, Mauldin & Jenkins gave an unmodified opinion, also known as a clean opinion, which was the highest level of assurance the firm could provide.

He provided an overview of the City's net position based on financial statements which showed an increase of \$25,501,998 from 2024 to 2025, mostly due to the increased investment in capital assets.

The Government Auditing Standard ("Yellow Book") reported tests conducted on the City's internal controls and compliance with laws and regulations. This report and procedures

were required by Government Auditing Standards and were reported with an unmodified “clean” opinion. However, a material weakness was noted for annual financial close and preparation of records for audit.

The Compliance Report analyzed two Federal programs and two State programs. Mr. Jake Conner said the report was issued in accordance with Uniform Guidance which contained an unmodified “clean” opinion on compliance and no significant deficiencies or material weaknesses in internal controls over compliance were noted.

The Local Government Commission (LGC) of the State of North Carolina, required that as part of the issuance of the audit opinions, financial statements were to be submitted as well in a data input worksheet. As part of the review, the LGC had various financial performance indicators of concern for the Council to be aware of, which required a response within 60 days regarding how the City would fix the indicators moving forward. The first financial indicator was related to the current Water and Sewer Capital Asset Ratio, and the second financial indicator of concern was regarding the presence of the material weakness noted. While the City had a ratio of 0.23, the LGC recommended a ratio of 0.5, the City had taken corrective actions and implemented a new Capital Asset Policy to address the issue. However, due to the inclusion of already depreciated assets in the calculated ratio, the City’s current ratio was still lower than the 0.5 recommendation and it would take several years to increase the Water and Sewer Capital Asset Ratio.

Mr. Jake Conner noted that no management letter was issued for FY25, and highlighted that the City did spend down the fund balance in the General Fund by \$6,600,000 for FY25, there was a budgeted transfer of \$12,000,000 to the Capital Reserve Fund to fund Council Initiatives, approximately \$1,900,000 was used to purchased land for the 400-acre property, and the Capital Reserve Fund ended FY25 with a fund balance of \$21,121,059, which was an increase of \$10,467,741 from FY24.

Regarding the required communication for the audit, he stated Mauldin & Jenkins received full cooperation from the City Management and Staff with no disagreements on accounting issues or financial reporting errors. There were no significant issues discussed with management related to business conditions, plans, or strategies that would have affected the risk of material misstatement of the financial statements.

Mr. Jake Conner gave a detailed overview of new emerging accounting pronouncements and projects.

Councilwoman Dr. Washington asked if the government shutdown had a negative impact on the City's audit. Mr. Jake Conner stated that the only impact the shutdown had on the audit process was the overall timeline for the compliance supplements.

Councilman Yaniero asked for more information regarding the material findings on the audit. Sabrina Adams, Finance Director, stated that there was an entry that came in as a deferred revenue instead of a receivable. Mr. Jake Conner noted that the entry was essentially just a reclassification on a proprietary fund.

Discussion was held regarding the emerging accounting pronouncements and the timeline that municipalities would have to become compliant with the new pronouncements.

A motion was made by Mayor Pro Tem Edwards, seconded by Councilman Sosa, and unanimously adopted to accept the City's Annual Comprehensive Financial Report for FY 2025.

#### ANNUAL SOLID WASTE REPORT

Referring to Exhibit A, Wally Hansen, Public Services Director, provided a detailed overview of the Solid Waste Fund. This included residential waste, recycle and vegetation; small business waste and recycle, and commercial (dumpster waste and recycle). Commercial service was self-supported; however, the need for a General Fund Transfer remained. The residential waste program had been transitioning toward self-support through a planned increase in user fees adopted in FY23. Monthly fees rose from \$18 in FY23 toward a planned \$30 by FY26, with corresponding reductions in the general fund transfer. Despite rising costs since the plan was adopted, revenues and expenses were largely tracking as expected.

Year-to-date revenues were about \$6,000,000, roughly half of the \$10,000,000 projected for the year, reflecting the predictable nature of service charges. Expenditures totaled about \$7,000,000 year to date, compared to a full-year estimate of \$9,900,000, with higher early spending driven by upfront capital purchases. Salaries and benefits were closely aligned with projections. Mr. Hansen noted that currently, no additional fee increases were recommended, and staff would continue monitoring revenues, expenditures, and the need for future general fund support prior to recommending action by Council.

Recycling was important, even though it was expensive. State law banned certain materials, such as glass and plastic bottles, from being disposed of in landfills, so alternative methods were required to remove these items from the waste stream, and recycling was one of those methods. Recycling also helped extend the life of a landfill.

At the landfill, Sonoco had a contract with Onslow County to operate the Materials Recycling Facility (MRF). The City collected a mixed recycling stream, meaning nearly all eligible recyclable materials were placed together in one recycling bin at residences and businesses. The City collected this material and transported it to the MRF at the landfill, where the facility was responsible for sorting, shipping, and ensuring the materials were sent to markets where they had value. Historically, the City has recycled for many years and previously separated materials on the collection trucks. That method required more time and labor, so the City transitioned to single-stream recycling, where materials were collected together and then sorted by a contracted facility. The current contract for recycling processing with Sonoco Recycling was entered into in 2021 and was structured as a five-year agreement, consisting of a three-year term with two one-year extensions. This contract was now expiring. Under the agreement, the City paid a processing fee of approximately \$115 per ton to the MRF. Recycling, while costly, did have value, and the contract included a clause that credited the city based on the weighted average market price of the recyclable materials. Due to the impending end of the contract, a new agreement with Sonoco at the MRF was required.

Mr. Hansen stated that recycling materials were treated as commodities, with individual products having their own market prices. The industry used a weighted average price that combined all materials into a single per-ton value for commingled recycling. This price was tracked and advertised through regional market data and was not set by Sonoco. The Southeast regional data from recyclingmarkets.net was used to determine pricing. For example, during Fiscal Year 2025, the contract processing fee was \$110 per ton, while the weighted average value of the material was \$47 per ton, resulting in a net cost of \$62 per ton to the City. This value fluctuated throughout the year, reaching a high of \$64 per ton in April and a low of \$26 per ton in November. On average, the City delivered approximately 2,300 to 2,400 tons of recycling annually to Sonoco for processing. While the previous year saw slightly higher volumes, the overall recycling tonnage remained fairly consistent from year to year.

He noted the value the City's recycling program provided to residents and the strong performance of sanitation crews. The City was very strict about recycling contamination; if materials were contaminated, they were not collected, and the resident was notified. Because of this approach, the City had not had any recycling loads rejected, which was important since rejected loads resulted in additional charges. Overall, the City maintained a very clean recycling stream, something Sonoco appreciated, as not all haulers met this standard.

The proposed Sonoco contract would maintain the \$115 per ton rate through Fiscal Year 2027. In Fiscal Years 2028 and 2029, the rate would increase by \$5 per ton, reaching \$125, which would then be held through Fiscal Year 2030. In Fiscal Year 2031, the rate would increase by another \$5, at which point the contract would be renegotiated. The weighted average market value of recyclable materials would continue to be subtracted from the processing fee, reducing the net cost. Sonoco would retain the right to reject and fine contaminated loads, so continued recycling education and enforcement would remain a priority.

Mr. Hansen stated that as part of the upcoming budget process, several items needed to be addressed. The fee schedule should be evaluated, as it was complex and often generated questions from residents. While progress had been made in simplifying bills and fee components, further improvements were planned as the City moved toward Fiscal Year 2027. Fees would also need to be reviewed based on financial projections and discussed with management, with recommendations brought forward to Council if changes were needed. Additionally, the recycling contract with Sonoco needed to be finalized soon, and staff would request that it be placed on a future agenda for discussion and potential authorization for the manager to sign, possibly as a consent agenda item. Mr. Hansen also said that staff would like to develop a solid waste rate model similar to the existing water and sewer rate model, which accounted for expenses and revenue projections to evaluate rates. While this model likely would not be completed for Fiscal Year 2027, it was an important long-term goal.

Overall, the City's solid waste and sanitation program was highly effective. If materials were placed at the curb, they were reliably collected. Staff and crews provided excellent service to both residential and commercial customers, and the quality of service was frequently noted, especially by business owners who compared it favorably to service received outside City limits.

Discussion was held regarding potential changes to Onslow County's tipping fees and the effect any changes would have on the City, as well as the City's process to offset overall landfill costs through the utilization of other cost recovery methods.

**INTERGOVERNMENTAL SUPPORT AGREEMENT IGSA FOR WATER AND  
SEWER OPERATIONS AND MAINTENANCE**

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As shown in Exhibit A, Mr. Hansen stated that the authority for military installations to enter into Intergovernmental Support Agreements (IGSA) with State and local governments was authorized by the US Congress in Section 331 of the 2013 National Defense Authorization Act, in order to enhance mission effectiveness and/or create efficiency or economies of scale by sharing, providing, or receiving installation support services.

As a Military Host City, it was important to support the Marine Corps Installations in accomplishing their mission as a warfighting platform from which our Marines and Sailors trained, operated, launched and recovered while providing facilities, services and support that met the needs of our warfighters and their families. This was achieved by Memorandums of Agreement or Understanding; the Cooperative Planning Group composed of the City, Base and County personnel; as well as the City's continued involvement in the North Carolina Military Affairs Commission (NC MAC) and Military Host Cities Coalition.

Marine Corp Base Camp Lejeune (MCBCL) had requested an additional IGSA with the City to support water and sewer maintenance and operations.

Mr. Hansen stated that the Base was experiencing significant challenges in obtaining timely operational support, not due to a lack of funding, but because of difficulties in securing contracts that allowed them to spend available funds. To address this, staff was proposing an Intergovernmental Support Agreement (IGSA) structured differently from traditional agreements. Rather than a fixed scope of work with predetermined pricing, this IGSA would establish a general scope for water and sewer operations, under which the Base would submit specific requests and the City would provide pricing for approval before proceeding. This approach reflected the unpredictable nature of water and sewer work, where emergencies and repair needs could vary widely and were difficult to define in advance.

The proposed agreement would cover water and sewer operations, equipment, materials, chemicals, and related support, with work performed either by City staff or through City vendors

and contractors. This structure would offer several advantages, including faster response times and, in many cases, lower costs for the Base. It also created opportunities for economies of scale, such as joint purchasing of treatment chemicals, shared use of facilities or equipment, and mutual support in addressing treatment challenges. Additionally, local contractors working with the City could gain access to the Base through this arrangement, expanding their ability to provide emergency services when needed. A key benefit highlighted was the potential to prevent incidents through quicker access to resources. An example was shared involving a lift station failure that resulted in a spill, which may have been avoided if the Base had been able to quickly access a pump that the City already had available. The proposed IGSA would provide a mechanism for that type of immediate support.

All City costs, including overhead, would be fully reimbursed by the Base, with agreements structured to recover material costs plus an administrative fee. The agreement was still being finalized and was expected to be brought forward for Council consideration at a future meeting. Mr. Hansen confirmed that payment from the Base would be prompt upon invoicing and would not be affected by federal government shutdowns. Due to the City needing to front certain costs, staff anticipated requesting a dedicated budget line within the water and sewer fund to support IGSA activities, with all reimbursements returning to that same fund. Additional work would include inventorying equipment and resources on both systems, identifying shared assets such as pumps, and ensuring that any contractors used could meet base access requirements.

Councilwoman Dr. Washington asked if the proposed IGSA was independent or interdependent of the Onslow Water and Sewer Authority (ONWASA). Mr. Hansen said the IGSA would be independent, strictly between MCBCL and the City. Historically, through the Water Resources Group, there had been agreements to conduct studies and other efforts for the benefit of Onslow County as a whole, since all parties were withdrawing from the same aquifer, which was an issue that required ongoing attention. Based on another question posed by Councilwoman Dr. Washington, Mr. Hansen stated that the Base did have wells of their own and was drawing 100 percent from the Castle Hayne aquifer, while both the City and ONWASA utilized water from both the Black Creek and the Castle Hayne aquifers. He also noted that several collaborative efforts had been completed with the Base, including the installation of monitoring wells and the completion of a monitoring well study to evaluate conditions. A groundwater study was also

conducted, during which the county portion of the groundwater system was analyzed and modeled. Historically, no funds were exchanged for this work; instead, the Base covered costs within its installation, while the City partnered to cover expenses for areas outside the installation.

A discussion was held regarding funding opportunities and ongoing coordination with the Base. It was noted that while Defense Community Infrastructure Program (DCIP) related funding had been pursued, competitiveness could be a challenge, and in some cases other agencies applied rather than the City. An upcoming joint resiliency study involving the Base, County, and City was highlighted, with water and sewer identified as key focus areas. The collaboration was described as beneficial, improving coordination between the Base and local governments, with the Base utilizing its own contractors and consultants.

Councilman Yaniero asked if additional personnel would be required for the IGSA. Mr. Hansen said that additional personnel may be needed in the long-term; however, the City would have the ability to manage how the personnel was obtained, either contracted or otherwise, based on staff's assessment of the overall cost. He noted that for straightforward tasks, such as pulling a pump and motor, which had been identified as one of their challenges, staff anticipated sending one of the department's mechanics with a crane truck to perform the work. For more complex tasks, such as excavation or repairs to a sewer main, it was indicated that a contractor would likely be hired to complete the work.

Ronald Massey, Deputy City Manager, stated that in regard to traffic signals, which was the first IGSA established with the Base; entering into an agreement and taking on additional workload funded by the Base allowed the City to add a signal technician. This increased overall capacity and improved on-call rotations. He said that a similar approach could be taken if there was continued demand for services, such as routinely pulling pumps, which was work already performed regularly. In that case, an additional mechanic could be hired, with the position funded by Base revenue rather than City funds.

#### CAPITAL IMPROVEMENT PLAN (CIP) DISCUSSION

Regarding Exhibit A, Mr. Hansen presented the draft FY27 – FY36 Capital Improvement Plan (CIP), a 10-year planning document. This document was updated annually, used to plan and prioritize projects, evaluate water and sewer rates, and calculate system development fees. While it was a 10-year plan, only the first year would be funded. A CIP project had to take longer than

12 months to complete; with the cost exceeding \$50,000; must have a useful life greater than five years; could not be fleet, computer, equipment or maintenance; and was typically new construction, replacement, rehabilitation, improvement, or growth.

Councilman Sosa inquired about the reason why trucks and equipment were not included in the CIP. Mr. Hansen noted that trucks and other equipment were within the City's Equipment Replacement Plan. Based on another question posed by Councilman Sosa, Mr. Hansen stated that the need for additional full-time employees for the City to meet the service needs within newly developed neighborhoods, staff would request this as part of the FY27 Budget. Due to large developments taking several years for full completion, Council would see incremental requests for new personnel, instead of one large request for many new employees.

Joshua Ray, City Manager, reviewed one of the proposed annexations that could add 843 units, increasing the tax base but also creating new demands on City services such as police, fire, parks, sanitation, and utilities. While the added tax revenue could theoretically support these services, many costs would need to be addressed over time, with some expenses front-loaded. Utilities were expected to pay for themselves, though initial investments might be required. After years of limited tax base growth, current annexations and permits were expected to bring growth, particularly in the Williamsburg Parkway area, resulting in increased service calls and staffing needs. The City's goal was for growth to pay for itself while maximizing existing staff and providing the Council with information to guide future decisions.

Mr. Hansen reviewed the next steps which included Council review of the draft CIP, programming Water and Sewer Projects into a new Water and Sewer Rate Model, making any necessary adjustments to the CIP, and presentation of findings and changes to Council at a later date.

#### CLOSED SESSION

A motion was made by Councilman Sosa, seconded by Councilman Yaniero, and unanimously adopted to recess the Regular Meeting to convene a Closed Session for the purpose of consulting with an attorney employed or retained by the public body in order to preserve the attorney client privilege, pursuant to General Statute 143-318.11, subsection (a-3).

Mayor Phillips, reconvened the Workshop Meeting at 7:49 PM, and announced that no further action had been taken in Closed Session.

ONE CITY, OUR CITY, MY CITY

Mr. Ray reported that the Fire Department, Media Services Department, and Parks Department staff actively delivered the annual City calendars, noting that calendar delivery was one of the most important yearly functions for the City, as it reached approximately 73,400 residents. Residents who did not receive a calendar were encouraged to pick one up at City Hall. The calendars included information on meetings, ceremonies, events, holiday schedules, road closures, and sanitation schedules. Residents were also encouraged to sign up for City Connect on the City website to receive updates, particularly regarding sanitation collection. Special appreciation was expressed to the fire department, which voluntarily took on the extensive door-to-door delivery effort as a service to the community. The calendar theme highlighted “Where Our Home Is,” with monthly storytelling developed by the media team.

Winterfest was held December 5–7 at Riverwalk Park and featured locally made snow, creating a unique annual experience for residents. The City also hosted an artisan market in the Commons, offering local crafters an opportunity to sell holiday goods and encouraging residents to support the event for future holiday shopping. The City’s tree lighting ceremony was well attended, with Council Members participating by bringing children on stage, creating an engaging and memorable event for families.

The community holiday concert, featuring the 2d Marine Division Band, was held at River of Life Church on December 12, 2025. The concert included toy and food donations and brought together community leaders, church partners, and residents for a well-attended and impactful evening, including special appearances by Santa Claus and the Grinch.

The Environmental and Appearance Advisory Committee’s annual holiday décor competition took place on December 4, 2025 which recognized residents for their festive displays and community spirit. The winner was a home on Hillsborough Loop in Carolina Forest.

Mr. Ray also stated that Mrs. Claus came to Sturgeon City for a children’s reading event and noted Santa’s appearance at Riverwalk Park on multiple evenings in December, where parks staff hosted families with hot chocolate and candy as part of a labor-of-love effort. He emphasized

the importance of community partnerships in making the holiday season successful and noted that these events provided meaningful experiences for residents of all ages.

ADJOURNMENT

A motion was made by Mayor Pro Tem Edwards, seconded by Councilman Yaniero, and unanimously adopted to adjourn the meeting at 7:50 PM.

Exhibit "A"

**Jacksonville City Council**




**Regular & Workshop Meeting  
January 6, 2026**


*Discussion Item*

**Auditor's Report on the City's Annual  
Comprehensive Financial Report for FY 2025**


Agenda Item 9



*City of Jacksonville,  
North Carolina*



**Presentation of Audit Results  
June 30, 2025**




*City of Jacksonville, North Carolina*

Agenda


- Engagement Team
- Overview of:
  - Audit Opinion
  - Fund Balance
  - Compliance Reports
  - Financial Performance Indicators of Concern
  - Area to Highlight
- Required Communications
- Accounting Related Matters

Auditor's Discussion & Analysis (AD&A)  
June 30, 2025      Going Further



*City of Jacksonville, North Carolina*


**MAULDIN & JENKINS BY THE NUMBERS**

<p><b>INSIDE</b> 100+ YEARS OF QUALITY SERVICE</p> <p>CONSIDERED NUMBER ONE FOR ACCOUNTING FIRM IN THE U.S.</p>	<p><b>150+</b> TEAM MEMBERS DEDICATED TO SERVING THE GOVERNMENTAL INDUSTRY</p>	<p><b>220+</b> BILLS AUDITED PERFORMED LAST YEAR COVERING OVER \$4 BILLIONS OF FEDERAL SPENDING</p>
<p><b>100+ year</b> HISTORY OF QUALITY SERVICE</p>	<p><b>156,000+</b> HOURS ANNUALLY PROVIDED TO GOVERNMENTAL CLIENTS</p>	<p><b>175+</b> CURRENT CLIENTS AWARDED THE USA CERTIFICATE OF EXCELLENCE</p>
<p><b>Serve 725+</b> GOVERNMENTAL CLIENTS</p>	<p><b>6</b> STATES</p>	<p><b>14</b> OFFICES</p>
<p><b>25</b> GOVERNMENTAL PARTNERS &amp; DIRECTORS</p>		

Engagement Team Leaders

- LeAnn Bagasala, Engagement Partner | Tim Lyons, Quality Review Partner | Randolph Brown, Engagement Senior

Auditor's Discussion & Analysis (AD&A)  
June 30, 2025      Going Further



*City of Jacksonville, North Carolina*

Audit Opinion

- **Our Responsibility Under Auditing Standards Generally Accepted in the United States of America (GAAS)**
  - We considered the internal control structure for the purpose of expressing our opinion on the City of Jacksonville, North Carolina's (the "City") basic financial statements and not for the purpose of providing an opinion on the effectiveness of internal controls.
  - Our audit was performed in accordance with GAAS and Government Auditing Standards.
  - Our objective is to provide reasonable—not absolute—assurance that the basic financial statements are free of material misstatement.
  - The basic financial statements are the responsibility of the City's management.
- **Report on Basic Financial Statements**
  - Unmodified ("clean") opinion on basic financial statements.
  - Presented fairly in accordance with accounting principles generally accepted in the United States of America.
  - Our responsibility does not extend beyond financial information contained in our report.
  - We also audited and issued a separate report on the Jacksonville Tourism Development Authority. That report was dated September 23, 2025, and also contained an unmodified opinion on the TDA's financial statements.

Auditor's Discussion & Analysis (AD&A)  
June 30, 2025      Going Further

*City of*

### Financial Statements

Review of Net Position- Entity Wide (Full Accrual)

Net Position	2025	2024	Diff
Net Investment in Capital Assets	179,530,774	159,853,588	19,677,186
Restricted - State Statute	12,373,871	12,743,019	(369,148)
Restricted-Public Works	4,868,560	5,130,912	(262,352)
Restricted-Public Safety	2,121,781	1,414,564	707,197
Restricted-Economic Development	670,433	1,572,198	(901,765)
Unrestricted	114,105,804	107,474,924	6,630,880
	<u>315,691,223</u>	<u>288,189,225</u>	<u>25,501,998</u>

Auditor's Discussion & Analysis (AD&A) *Going Further.*  
June 30, 2025

- City of*
- ### Compliance Report and Audit Scopes & Procedures
- Government Auditing Standards ("Yellow Book") Report**
    - The financial report package contains a report on our tests of the City's internal controls and compliance with laws, regulations, etc. The report is not intended to provide an opinion on internal controls nor is it intended to provide a legal determination on the City's compliance with applicable laws and regulations.
    - This report and the procedures performed are required by Government Auditing Standards.
    - A material weakness was reported for annual financial close and preparation of records for audit.
  - Compliance Reports**
    - We were required to perform Single Audit procedures on two (2) major programs (one Federal and one State program).
    - We issued a report on the City's federal programs in accordance with the Uniform Guidance. That report contained an unmodified opinion on compliance and no significant deficiencies or material weaknesses in internal controls over compliance were noted.
    - We issued a report on the City's state programs in accordance with the State of North Carolina Single Audit Implementation Act. That report contained an unmodified opinion on compliance and no significant deficiencies or material weaknesses in internal controls over compliance were noted.
- Auditor's Discussion & Analysis (AD&A) *Going Further.*  
June 30, 2025

*City of*

### Financial Performance Indicators of Concern

**Within 45 days of report submission**

The auditor must present the audit report and Financial Performance Indicators to the unit; must notify the unit if an FPIC response is required (20 NCAC 03.0502).

**Within 60 days of audit presentation to unit**

An FPIC response signed by a majority of governing board members is due to the secretary of the LGC (20 NCAC 03.0508).

Auditor's Discussion & Analysis (AD&A) *Going Further.*  
June 30, 2025

*City of*

### Financial Performance Indicators of Concern

Indicator Name	2023	2024	2025	Fail Condition	2025 Status
<b>Water &amp; Sewer Fund</b>					
Capital Assets Condition Ratio	23.30%	22.52%	22.90%	Less Than or Equal To 25.00%	Fail
<b>Internal Controls</b>					
Material weaknesses, significant deficiencies, and/or statutory violations	No	Yes	Yes	Equal Yes	Fail

Auditor's Discussion & Analysis (AD&A) *Going Further.*  
June 30, 2025

*City of Jacksonville, North Carolina*

### Area to Highlight

No management letter issued for the fiscal year.

The City did spend down fund balance in the general fund by \$6.6 million for the fiscal year. There was a budgeted transfer of \$12 million to the Capital Reserve fund to fund Council Initiatives. Approximately \$1.9M was used to purchase land for the 400-acre park property. The Capital Reserve fund ended the fiscal year with a fund balance of \$21,121,059 which is an increase of \$10,467,741 from the prior fiscal year ended.

Auditor's Discussion & Analysis (AD&A) *Going Further.*  
June 30, 2025

- City of Jacksonville, North Carolina*
- ### Required Communications
- Significant Accounting Policies**
    - Management is responsible for the selection and use of appropriate accounting policies.
    - The significant accounting policies used by the City are described in Note 1 to the basic financial statements.
    - During the current year, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences* and GASB 102, *Certain Risk Disclosures*.
    - The policies used by the City are in accordance with generally accepted accounting principles.
    - In considering the qualitative aspects of its policies, the City is not involved in any controversial or emerging issues for which guidance is not available.
  - Management Judgment/Accounting Estimates**
    - Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events.
    - The City uses various estimates as part of its financial reporting process - including actuarial assumptions.
- Auditor's Discussion & Analysis (AD&A) *Going Further.*  
June 30, 2025



City of

**Required Communications (Continued)**

- **Relationship with Management**
  - We received full cooperation from the City's management and staff.
  - There were no disagreements with management on accounting issues or financial reporting matters.
- **Management Representation**
  - We requested, and received, written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us.
- **Consultation with Other Accountants**
  - To the best of our knowledge, management has not consulted with, or obtained opinions from, other independent accountants during the year, nor did we face any issues requiring outside consultation.
- **Significant Issues Discussed with Management**
  - There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements.

Auditor's Discussion & Analysis (AD&A)  
June 30, 2025

Going Further.



Jacksonville, North Carolina

City of

**Required Communications (Continued)**

- **Audit Adjustments**
  - There were one (1) passed audit adjustment that was determined to be immaterial individually and in the aggregate.
- **Financial Statement Disclosures**
  - The footnote disclosures to the financial statements are also an integral part of the financial statements and the process used by management to accumulate the information included in the disclosures was the same process used in accumulating the statements. The overall neutrality, consistency, and clarity of the disclosures was considered as part of our audit.
- **Information in Documents Containing Audited Financial Statements**
  - Our responsibility for other information in documents containing the City's basic financial statements and our report thereon does not extend beyond the information identified in our report. If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, we must be provided with printers' proof for our review and approval before printing. You must also provide us with a copy of the final reproduced
- **Auditor Independence**
  - In accordance with AICPA professional standards, MJ is independent with regard to the City and the TDA and their respective financial reporting processes.

Auditor's Discussion & Analysis (AD&A)  
June 30, 2025

Going Further.



City of

**New Accounting Pronouncements**

- **New GASB Pronouncements for Future Years**
  - **GASB Statement No. 103, Financial Reporting Model Improvements**, was issued by the GASB in the Spring of 2024. This Standard revisits the financial reporting model that has been in use at state and local governments, since the adoption of Statement No. 34 in 2001. Specific to the City, this new standard includes some changes to the management's discussion and analysis (MD&A) as well as to the presentation of the budgetary comparison information that the City includes in its ACRF. While the new standard does not change how items are recognized in the financial statements, it does change the presentation of a few items. We encourage management of the City to familiarize themselves with the new standard - we are happy to review and discuss any implementation questions you have. GASB Statement No. 103 is required to be implemented in the City's financial statements for the fiscal year ending June 30, 2026.

Auditor's Discussion & Analysis (AD&A)  
June 30, 2025

Going Further.



City of

**New Accounting Pronouncements (Continued)**

- **Current / Pending Major GASB Projects**
  - Revenue and expense recognition
  - Severe financial stress evaluation and disclosures
  - Disclosures and R0 surrounding infrastructure assets

Auditor's Discussion & Analysis (AD&A)  
June 30, 2025

Going Further.



City of Jacksonville, North Carolina

**Govt. Clients - Free Quarterly Continuing Education**

**FREE QUARTERLY CONTINUING EDUCATION AND NEWSLETTERS FOR GOVERNMENTAL CLIENTS**

**Free Continuing Education.** We provide free quarterly continuing education for all of our governmental clients. Each quarter we pick a couple of significant topics tailored to be of interest to governmental entities. In an effort to accommodate our entire governmental client base, we offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking among our governmental clients. Examples of subjects addressed in the past few quarters include:

- ACRF Preparation - GASB Updates - Grant Accounting Processes and Controls - GASB 68 (Pensions)
- Internal controls over revenue and cash receipting and accounts payable, payroll, and cash disbursements
- American Recovery & Reinvestment Act (ARRA) information, issues and updates - Single audits for auditees
- Collateralization of Deposits and Investments - Internal Controls over Accounts Payable, Payroll and Controls
- Policies and Procedures Manuals - Segregation of Duties - GASB 75 (OPEB) - GASB 87 (Leases)
- Data Security and General Information Technology Controls and Best Practices

**Communication.** In an effort to better communicate our free continuing education plans and newsletters, please email Paige Vercoe at pvercoe@mjcpa.com (send corresponding copy to lbagsala@mjcpa.com), and provide to her individual names, mailing addresses, email addresses and phone numbers of anyone you wish to participate and be included in our database.

Auditor's Discussion & Analysis (AD&A)  
June 30, 2025

Going Further.



Questions & Comments



Thank You for the Opportunity to Serve

Discussion Item

## Annual Solid Waste Report

Agenda Item 10

## Solid Waste Annual Report

- Solid Waste Overview
- Historical Information
- Revenue and Expenditure Projections FY26
- Sonoco Recycling Contract
- FY27 Budget Considerations



## Solid Waste Fund

- Residential Waste, Recycle, and Vegetation
- Small Business Waste and Recycle
- Commercial (Dumpster) Waste and Recycle
- Commercial Service is Self-supported
- 3-year Plan for Solid Waste to Eliminate General Fund Transfer



## General Fund Transfer Reduction Plan

Fiscal Year	Increase	Monthly Bill	General Fund Transfer
FY23	-	\$18	\$ 2,051,135
FY24	\$ 4	\$ 22	\$ 1,439,823
FY25	\$ 4	\$ 26	\$ 711,210
FY26	\$ 4	\$ 30	\$ 328,068



## FY26 Revenues

	Year to Date	Full Year Estimate
Solid Waste Disposal Tax	\$ 14,538	\$ 55,000
Charges for Services	\$ 4,100,702	\$ 8,201,404
Investment Earnings	\$ 90,663	\$ 175,000
Miscellaneous Revenues	\$ 8,330	\$ 15,680
Sale of Fixed Assets	\$ 33,000	\$ 333,000
Proceeds from Borrowing	\$ 1,508,024	\$ 1,508,024
General Fund Transfer	\$ 328,068	\$ 328,068
Total	\$ 6,083,325	\$ 10,616,176



## FY26 Expenditures

	Year to Date	Full Year Estimate
Salaries & Benefits	\$ 1,294,910	\$ 2,628,670
Operating Expenses	\$ 498,037	\$ 996,074
Other Department Expenses	\$ 2,841,460	\$ 3,521,168
Capital Outlay	\$ 2,003,588	\$ 2,003,588
Debt Service	\$ 418,773	\$ 837,546
Total	\$ 7,056,768	\$ 9,987,046



## Why Recycling?

- State Law Bans Some Materials From Landfills
- Recycling Extends the Life of the Landfill
- Sonoco Operates MRF At the Onslow County Landfill
- City Picks Up Single (Mixed) Stream Recycling
- Processing Includes Sorting and Shipping of Recycling



## Sonoco Recycling Contract

- Contract Ends June 30, 2026
- Processing Fee is \$115 Per Ton
- Less the Weighted Average Price
- New Contract Needed for FY27



## Weighted Average Price

- Traded Commodities That Fluctuate With Market
- Price is Calculated on Comingled Ton
- Each Material Contributes to Tonnage Price
- Based on RecyclingMarkets.net (Southeast Region)



## 2025 Recycling Processing Costs

Month	Contract Fee	Weighted Price	Billed Amount
January	\$110	\$47.20	\$62.80
February	\$110	\$49.23	\$60.77
March	\$110	\$54.62	\$55.38
April	\$110	\$64.53	\$45.47
May	\$110	\$60.28	\$49.72
June	\$110	\$52.90	\$57.10
July	\$115	\$43.64	\$71.36
August	\$115	\$30.46	\$84.54
September	\$115	\$30.66	\$84.34
October	\$115	\$28.99	\$86.01
November	\$115	\$26.92	\$88.08



## Recycling Tonnage to Sonoco

Residential	1,801 Tons Generated
Commercial	361 Tons Generated
Small Businesses	188 Tons Generated
<b>Estimated Annual Total</b>	<b>2,350 Tons Generated</b>



## Proposed Contract

- Contract Price Will Be Held at \$115 for FY27
- \$5 Increases in FY28, FY29, and FY31
- Continue To Subtract The Weighted Average Price
- Right to Reject or Fine for Contaminated Loads
- Contract Would Cover Through FY31



## FY27 Budget Considerations

- Simplify Fee Schedule
- Evaluate Fees Based On Projections
- Finalize Contract With Sonoco
- Develop Model To Align Annual Fees And Services



*Discussion Item*

## Intergovernmental Support Agreement IGSA for Water and Sewer Operations and Maintenance

Agenda Item 11

## Background

- City of Jacksonville is a Military Host City for Camp Lejeune and New River Air Station
- In that role, it is critical that we support our installations in accomplishing their mission as a warfighting platform from which our Marines and Sailors train, operate, launch and recover



## City Support of Installations

- Memorandums of Agreement/Understanding
- Cooperative Planning Group
- NCMAC/Military Host Cities Coalition
- Intergovernmental Support Agreements
- Joint Studies
- Exercise Participation/Support
- Onslow Regional Water Resources Group



## Scope of Work

- Water and Sewer Systems
- Differs from Previous IGSA's with broad scope
- Support Operations and Emergency Response
- Equipment, repairs, materials, contractors
- Pricing Based on individual project scopes



## Advantages

- Economies of Scale
- Offset all costs and overhead
- Base access for smaller and local contractors
- Quicker response
- Increased opportunities for both City and Base systems



## Looking Forward

- Finalize the Agreement
- Create an upfront funding mechanism
- Develop system and equipment inventories
- Identify and develop resources



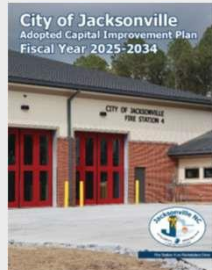
*Discussion Item*

## Capital Improvement Plan (CIP) Discussion

Agenda Item 12

## Capital Improvement Plan

- 10-Year Planning Horizon
- Shows Project Cost Estimates
- Identifies Probable Sources of Financing
- Evaluates, Prioritizes, and Schedules Projects



## Capital Improvement Plan

- Longer Than 12 Months to Complete
- Cost Exceeds \$50,000
- Useful Life > 5 Years
- FY 27 Execution Year
- FY 28-36 Planning Years

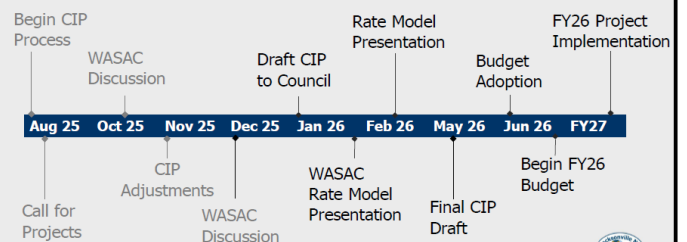


## Next Steps

- Council Review of Draft CIP
- Program Water & Sewer Projects into the Rate Model
- Make Any Necessary Adjustments to Projects
- Present Findings and Changes to City Council



## CIP Timeline



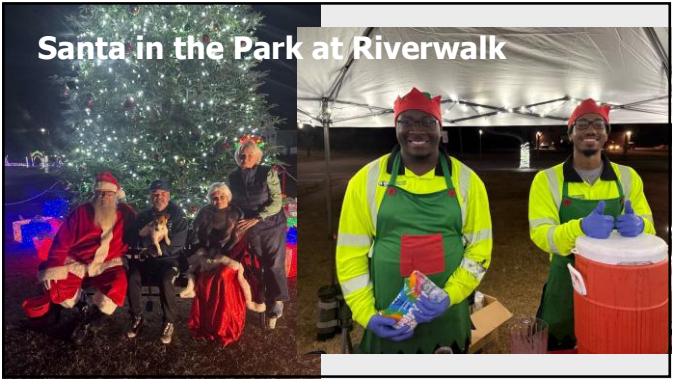


## Fire Department Calendar Delivery



## Over the Holidays







# Request for City Council Action

Consent  
Agenda  
Item: **1**  
Date: 1/20/2026

---

**Subject:** Tax Releases, Refunds, and Write-offs – October and November 2025  
**Department:** Finance  
**Presented by:** Sabrina Adams, Finance Director  
**Presentation:** No

---

## Issue Statement

The County/City Tax Collector and the City's Finance Director recommend releases, refunds, and write-offs of property taxes as attached. The detailed list of these tax releases and refunds (that is, the listing by property name, amount, reason, etc.) is available in the Finance Office for review.

## Financial Impact

The tax releases, refunds, and write-offs as recommended by the City/County Tax Collector total, respectively, \$52,933.31, \$5,534.25, and \$1.31 (\$58,468.87). For this reporting period, the total amount of tax releases is higher than usual. This increase is attributable to the refunding of \$32,700 for the 2025 tax year on property owned by an LLC in which one of the ownership interests is held by a qualifying nonprofit organization.

Under North Carolina property tax law, when a nonprofit organization that qualifies for exemption under G.S. §105-278 holds ownership interest and uses the property for an exempt purpose, the property is not taxable. Upon review of ownership documentation and nonprofit status, the County determined that the parcel meets exemption criteria.

## Action Needed

Review the tax releases, refunds and write-offs and consider approving.

## Recommendation

Staff recommends Council approve the tax releases, refunds, and write-offs.

Approved:  City Manager  City Attorney

Attachments:

A Tax Releases, Refunds, and Write-offs



# Staff Report

**Consent  
Agenda  
Item: 1**

---

## **Tax Releases, Refunds, and Write-offs October and November 2025.**

### **Introduction**

The Tax Releases, Refunds and Write-Offs as recommended by the City/County Tax Collector total, respectively, \$52,933.31, \$5,534.25, and \$1.31 (\$58,468.87).

Most of the Releases and Refunds are due to:

- 1) Clerical and/or addition errors on the Onslow County Abstracts.
- 2) Double charges for the same property.
- 3) Property erroneously listed as in this City.
- 4) Senior citizens exemptions.
- 5) Military non-resident.

Write-offs are due to:

- 1) A bill that is \$3.00 or less.
- 2) An over or underpayment of \$1.00 or less.

Other releases and refunds just have notations indicating that interest only is being released and there will be no corresponding reference explanation. The County's computer system automatically accrues interest on the first day of the month. There will be times when the County received payment on the day before or even on the same day that the account has accrued the interest. The County will adjust their accounts to remove the interest that was automatically charged in lieu of having accounts with balances usually less than \$1.00.

The listings of proposed releases, refunds and write-offs, as submitted by the Tax Collector, are in conformity with the law. Based upon this information as provided, which is believed to be true and accurate, I recommend your approval of these tax releases, refunds, and write-offs.

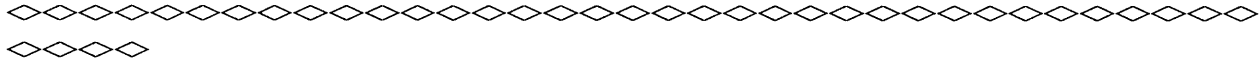
MEMORANDUM

*NOVEMBER 1, 2025*

**TO:** The Honorable Mayor and City Council

**FROM:** Onslow County Tax Administration  
Cynthia Kenney, Listing Supervisor

**SUBJECT:** Tax Releases and Refunds



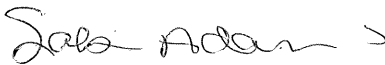
The Onslow County Tax Administration office recommends that you consider the attached list of releases and refunds per North Carolina General Statutes 105-380, 105-381, 382, 105-312 (1) and 105-277.1.

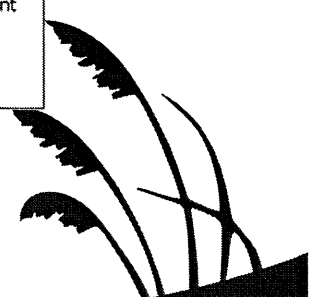
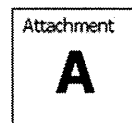
Most of the releases are due to clerical errors on the Onslow County tax abstracts, addition problems, double charges for the same property, property picked up as being inside Jacksonville but outside city limits, citizens that can claim the senior citizens exemption, but this exemption was not indicated on the tax abstracts, and military having vehicles registered in Onslow County but claiming another state as their legal residence, etc.

CK/sm

11/01/2025

I have reviewed the attached listing of proposed releases, refunds, and write-offs. The requests are in conformity with the law. Based upon the information furnished me by the Tax Collector, which I believe to be true and accurate, I recommend their consideration as presented.

  
Sabrina Adams  
FINANCE DIRECTOR



**TAX RELEASE SUMMARY**

**October 2025**

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	INT.	TOTAL	TAX VALUE
2025	101-0000-111.00-00	0.006000	52,724.92	43.46	-	52,768.38	8,787,486.67
2024	101-0000-111.10-00	0.006000	2.70	0.27	0.26	3.23	450.00
2023	101-0000-111.10-00	0.006000	3.00	-	0.53	3.53	500.00
2022	101-0000-111.10-00	0.006420	-	-	-	-	-
2021	101-0000-111.10-00	0.006420	-	-	-	-	-
2020	101-0000-111.10-00	0.006420	-	-	-	-	-
2019	101-0000-111.10-00	0.006420	-	-	-	-	-
2018	101-0000-111.10-00	0.005380	-	-	-	-	-
2017	101-0000-111.10-00	0.005380	-	-	-	-	-
2016	101-0000-111.10-00	0.005380	-	-	-	-	-
2015	101-0000-111.10-00	0.006260	-	-	-	-	-
2014	101-0000-111.10-00	0.006260	-	-	-	-	-
<b>TOTAL</b>			<b>52,730.62</b>	<b>43.73</b>		<b>52,775.14</b>	<b>8,788,436.67</b>
101-0000-111.10-00				2014-2024		6.76	
101-0000-111.00-00				2025		52,768.38	
						<u>52,775.14</u>	

**TAX REFUND SUMMARY  
TAX TAG TOGETHER**

**October 2025**

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	INT.	TOTAL REFUND	TAX VALUE
2025	101-0000-311.01-00	0.006000	584.13	-	-	584.13	97,355.00
2024	101-5000-412.20-00	0.006000	1,719.64	-	31.52	1,751.16	286,606.67
2023	101-5000-412.20-00	0.006000	4.80	-	0.24	5.04	800.00
2022	101-5000-412.20-00	0.006420	-	-	-	-	-
2021	101-5000-412.20-00	0.006420	90.59	-	7.25	97.84	14,110.59
2020	101-5000-412.20-00	0.006420	-	-	-	-	-
2019	101-5000-412.20-00	0.006420	-	-	-	-	-
2018	101-5000-412.20-00	0.005380	-	-	-	-	-
2017	101-5000-412.20-00	0.005380	-	-	-	-	-
2016	101-5000-412.20-00	0.005380	-	-	-	-	-
2015	101-5000-412.20-00	0.006260	-	-	-	-	-
2014	101-5000-412.20-00	0.006260	-	-	-	-	-

<b>TOTAL</b>	<b>2,399.16</b>	<b>-</b>	<b>39.01</b>	<b>2,438.17</b>	<b>398,872.26</b>
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101-5000-412.20-00	2014-2024	1,854.04
101-0000-311.01-00	2025	584.13
		<u>2,438.17</u>

TOTAL Tax Tag Together Refund	<u>2,438.17</u>
GRAND TOTAL	<u><b>2,438.17</b></u>

**TAX WRITE-OFF SUMMARY**

**October 2025**

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	TOTAL	TAX VALUE
2025	101-0000-111.00-00	0.006000	0.44	-	0.44	73.33
2024	101-0000-111.10-00	0.006000	-	-	-	-
2023	101-0000-111.10-00	0.006000	-	-	-	-
2022	101-0000-111.10-00	0.006420	-	-	-	-
2021	101-0000-111.10-00	0.006420	-	-	-	-
2020	101-0000-111.10-00	0.006420	-	-	-	-
2019	101-0000-111.10-00	0.006420	-	-	-	-
2018	101-0000-111.10-00	0.005380	-	-	-	-
2017	101-0000-111.10-00	0.005380	-	-	-	-
2016	101-0000-111.10-00	0.005380	-	-	-	-
2015	101-0000-111.10-00	0.006260	-	-	-	-
2014	101-0000-111.10-00	0.006260	-	-	-	-
<b>TOTAL</b>			<b>0.44</b>	<b>-</b>	<b>0.44</b>	<b>73.33</b>

101-0000-111.10-00	2014-2024	-
101-0000-111.00-00	2025	0.44
		<u>0.44</u>

**TAX RELEASE SUMMARY**

**November 2025**

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	INT.	TOTAL	TAX VALUE
2025	101-0000-111.00-00	0.006000	110.78	11.08	-	121.86	18,463.33
2024	101-0000-111.10-00	0.006000	31.27	1.89	3.15	36.31	5,211.67
2023	101-0000-111.10-00	0.006000	-	-	-	-	-
2022	101-0000-111.10-00	0.006420	-	-	-	-	-
2021	101-0000-111.10-00	0.006420	-	-	-	-	-
2020	101-0000-111.10-00	0.006420	-	-	-	-	-
2019	101-0000-111.10-00	0.006420	-	-	-	-	-
2018	101-0000-111.10-00	0.005380	-	-	-	-	-
2017	101-0000-111.10-00	0.005380	-	-	-	-	-
2016	101-0000-111.10-00	0.005380	-	-	-	-	-
2015	101-0000-111.10-00	0.006260	-	-	-	-	-
2014	101-0000-111.10-00	0.006260	-	-	-	-	-
<b>TOTAL</b>			<b>142.05</b>	<b>12.97</b>	<b>3.15</b>	<b>158.17</b>	<b>23,675.00</b>

101-0000-111.10-00	2014-2024	36.31
101-0000-111.00-00	2025	121.86
		<u>158.17</u>

**TAX REFUND SUMMARY  
TAX TAG TOGETHER**

**November 2025**

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	INT.	TOTAL REFUND	TAX VALUE
2025	101-0000-311.01-00	0.006000	1,238.07	-	10.21	1,248.28	206,345.00
2024	101-5000-412.20-00	0.006000	1,765.38	-	23.02	1,788.40	294,230.00
2023	101-5000-412.20-00	0.006000	59.40	-	-	59.40	9,900.00
2022	101-5000-412.20-00	0.006420	-	-	-	-	-
2021	101-5000-412.20-00	0.006420	-	-	-	-	-
2020	101-5000-412.20-00	0.006420	-	-	-	-	-
2019	101-5000-412.20-00	0.006420	-	-	-	-	-
2018	101-5000-412.20-00	0.005380	-	-	-	-	-
2017	101-5000-412.20-00	0.005380	-	-	-	-	-
2016	101-5000-412.20-00	0.005380	-	-	-	-	-
2015	101-5000-412.20-00	0.006260	-	-	-	-	-
2014	101-5000-412.20-00	0.006260	-	-	-	-	-

<b>TOTAL</b>	<b>3,062.85</b>	<b>-</b>	<b>33.23</b>	<b>3,096.08</b>	<b>510,475.00</b>
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101-5000-412.20-00	2014-2024	1,847.80
101-0000-311.01-00	2025	1,248.28
		<u>3,096.08</u>

TOTAL Tax Tag Together Refund	<u>3,096.08</u>
GRAND TOTAL	<u><b>3,096.08</b></u>

**TAX WRITE-OFF SUMMARY**

**November 2025**

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	TOTAL	TAX VALUE
2025	101-0000-111.00-00	0.006000	0.86	0.01	0.87	143.33
2024	101-0000-111.10-00	0.006000	-	-	-	-
2023	101-0000-111.10-00	0.006000	-	-	-	-
2022	101-0000-111.10-00	0.006420	-	-	-	-
2021	101-0000-111.10-00	0.006420	-	-	-	-
2020	101-0000-111.10-00	0.006420	-	-	-	-
2019	101-0000-111.10-00	0.006420	-	-	-	-
2018	101-0000-111.10-00	0.005380	-	-	-	-
2017	101-0000-111.10-00	0.005380	-	-	-	-
2016	101-0000-111.10-00	0.005380	-	-	-	-
2015	101-0000-111.10-00	0.006260	-	-	-	-
2014	101-0000-111.10-00	0.006260	-	-	-	-

TOTAL	<u>0.86</u>	<u>0.01</u>	<u>0.87</u>	<u>143.33</u>
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101-0000-111.10-00	2014-2024	-
101-0000-111.00-00	2025	0.87
		<u>0.87</u>



# Request for City Council Action

**Consent  
Agenda  
Item:** 2  
**Date:** 1/20/2026

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**Subject:** 2025 Governor’s Crime Commission JAG Grant Acceptance – ICAT Training

**Department:** Police

**Presented by:** Jarad Phelps, Chief of Police

**Presentation:** No

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## Issue Statement

The Police Department has received notification of the award of funding for the 2025 Governor’s Crime Commission JAG grant. The Police Department is requesting Council authorize acceptance of the award terms and permission to adopt the associated budget ordinance. This grant funds will be used to fund ICAT (Integrating Communications, Assessment, and Tactics) onsite training for officers through PERF (Police Executive Research Forum), a research-based approach proven to reduce use of force related incidents and injuries to both citizens and officers.

## Financial Impact

There is no local match required. This grant would provide \$210,483.81 project funding.

## Action Needed

Authorize acceptance of the grant terms and conditions and approval of the budget amendment.

## Recommendation

Staff recommends Council accept the grant, adopt the Budget Amendment and authorize the City Manager or his representative to execute the grant agreement.

Approved:  City Manager  City Attorney

Attachments:

- A Grant Award Terms and Conditions
- B Budget Amendment



# Staff Report

**Consent  
Agenda  
Item: 2**

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## 2025 Governor's Crime Commission JAG Grant

### Introduction

The Department is committed to providing quality training for its Staff/Officers in alignment with best practices in policing. ICAT (Integrating Communications, Assessment, and Tactics) training provides law enforcement officers with the skills to de-escalate critical incidents, especially those involving individuals in crisis. This training improves officer safety by reducing injuries to both officers and the public, decreases overall use of force, and strengthens community trust by promoting peaceful and safe resolutions when faced with dangerous situations.

The purpose of this initiative is to bring this training to our Department's personnel, reducing the amount of time and money spent off duty and traveling, and increasing the number of officers that will have access to the instruction. The training will be hosted at the Department of Public Safety with multiple sessions offered throughout the two-year grant period with approximately 45 officers trained per session.

ICAT training is delivered through PERF (Police Executive Research Forum) who offers onsite training for law enforcement agencies across the nation which includes instructors, materials, and travel costs to and from the training location. We plan to partner with PERF professionals and our local law enforcement agencies including but not limited to: Onslow County Sheriff's Office, Wilmington Police Department, New Bern Police Department, Pender County Sheriff's Office, Surf City Police Department, and Richlands Police Department.

### Need/Purpose

In 2025, the FBI Uniform Crime Reporting Division reported that 60.4% of law enforcement use of force resulted in serious bodily injury of a person with 54.3% of injuries connected to calls for suspicious activity or unlawful behavior.

If we can train our officers in the use of the critical decision-making model, they are provided more options to employ on scene so use of force can be avoided or reduced.

Jacksonville Police remain committed to respecting all persons and the sanctity of life which will guide all training, officer conduct, and procedures.

## **Procedural History**

- October 30, 2024 - Police Department receives notification of grant funding opportunity through GCC for community outreach and training.
- January 7, 2025 - Staff requests authorization from Council to apply for GCC funding to support ICAT training initiative.
- September 9, 2025 - Staff receives notification that the agency's application has been selected to move forward to the next step in the grant process.
- October 20, 2025 - Staff receives official grant award for signing.
- January 20, 2026 - Staff requests authorization from Council to accept the grant terms and conditions and adopt the budget amendment.

## **Stakeholders**

- The Citizens of the City of Jacksonville
- The Police Department

## **Options**

Authorize acceptance of the grant terms and conditions and approve the Budget Amendment.

### **(Recommended)**

- Pros: The Grant will pay \$210,483.81 for training to aid in reducing unnecessary use of force and alternative tactics for de-escalation.
- Cons: None

Deny the Public Safety Department's request to accept the grant funding.

- Pros: None
- Cons: The City would lose the opportunity to use the GCC funding for training, incur a cost to send officers to this training out of state, and drastically reduce the number of trained officers.



# EDWARD BYRNE JAG GRANT

## SPECIAL CONDITIONS

*All awards are subject to and dependent upon federal funding being awarded and funding cleared to the state administering agency- NCDPS Governor's Crime Commission.*

*The recipient may not get reimbursed under this award until the Governor's Crime Commission has reviewed and approved the budget and budget narrative and all modifications or requirements have been met. However, subrecipient may incur project costs beginning on the project start date.*

By signing the GRANT AWARD, the subrecipient agrees to comply with the terms and conditions detailed herein. Failure to comply with the terms and conditions may result in the loss of Federal funds and may be considered grounds for the suspension or termination of this grant.

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This award is subject to the following terms, conditions, and provisions:

<b><i>GCC REQUIREMENTS</i></b>
--------------------------------

**1. Contingent upon Federal Funding**

Funds may not presently be available for this award though the federal government has awarded the funds to the NC Governor’s Crime Commission (GCC). The GCC’s obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Department of Public Safety for this contract and until GCC receives notice of such availability. GCC will provide notice to subrecipients when funds are available.

**2. Indemnity**

The Subrecipient shall indemnify, save, and hold harmless the Commission against any and all claims, demands, suits, and/or judgments (as well as all costs associated with any and all forms of litigation that may manifest themselves resulting from said claims, demands, suits, and/or judgments), to any party for the loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act or omission, operation or work of the Subrecipient, his/her agents, servants, or employees while engaged upon or in connection with services required or performed by the Subrecipient hereunder.

If the Subrecipient is an agency of the State of North Carolina, the preceding paragraph shall not apply, and the subrecipients liability is determined in accordance with the North Carolina State Tort Claims Act, N.C. Gen. Stat. §§ 143-291, et seq. The Subrecipient remains subject to all Federal and State provisions regarding grant management, including but not limited to the provisions in 2 C.F.R. Part 200 related to noncompliance, audit findings, and mandatory disclosures of fraud, bribery, or gratuity violations potentially affecting the federal funding under this agreement. See, e.g., 2 C.F.R. §§ 200.339 through 200.343 (Remedies for Noncompliance); 2 C.F.R. § 200.511 (Audit findings follow-up); 2 C.F.R. § 200.113 (Mandatory disclosures). The Subrecipient shall also abide by the laws of North Carolina with regard to waste, fraud, and abuse, including the duty to report and prohibition against retaliation set forth in the North Carolina Human Resources Act, N.C. Gen. Stat. Chapter 126, Article 14, and the duty to report possible violations of criminal statutes to the State Bureau of Investigation in N.C. Gen. Stat. § 143B-920.

**3. Notice of Certain Reporting and Audit Requirements**

The subrecipient shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below. The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a state agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year: Level 1: Less than \$25,000, Level 2: At least \$25,000 but less than \$500,000, Level 3: \$500,000 or more, Level 3 addition: ≥ \$750,000.

A subrecipient's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those subrecipients receiving less than \$1,000,000, the due date is 6 months from its fiscal year end. For those receiving \$1,000,000 or more, the due date is 9 months from its fiscal year end. Agencies receiving \$1,000,000 or more in total funding must submit a copy of their agency's single audit to DPS Internal Audit within 9 months of the end of their agency's fiscal year end date through [DPS\\_GrantComplianceReports@ncdps.gov](mailto:DPS_GrantComplianceReports@ncdps.gov).

This applies to non-profits and all other non-state entities that are not subject to the requirements of the LGC. Government entities including counties and local governments are not required to file these reports but are subject to LGC reporting requirements.

**Effective 10/1/24 the single audit threshold has changed from \$750,000 to \$1 million.**

Level 1: Between \$1 and \$999,999 in state and federal pass-through funds

- Certification Form
- Schedule of Receipts and Expenditures
- Program Activities and Accomplishments

Send reports to: [DPS\\_GrantComplianceReports@ncdps.gov](mailto:DPS_GrantComplianceReports@ncdps.gov)

Level 2: \$1,000,000 or more in state and federal pass-through funds

- Certification Form
- Schedule of Receipts and Expenditures
- Program Activities and Accomplishments Report
- Submission of required single (or program-specific) audit in accordance with Generally Accepted Government Auditing Standards ([gao.gov/yellowbook](http://gao.gov/yellowbook))

Send reports to [DPS\\_GrantComplianceReports@ncdps.gov](mailto:DPS_GrantComplianceReports@ncdps.gov)

Addition if \$1,000,000 or more in federal expenditures (see also 2 CFR 200.501)

- Submit federally required audit to: [harvester.census.gov/facweb/](http://harvester.census.gov/facweb/)

Make copies of audit available to public.

**Level I and II forms and reporting instructions is available on the GCC website forms page.**

#### **4. Performance Measurement Reports (PMT)**

All grants require project progress reports. In addition, Performance Measurement Reports (PMT) are required federally for some funding sources. The tabs in EBS indicate the types of reports required. The subrecipient must also submit an annual progress report in the EBS system that must be reviewed by the project's assigned Grants Administrator. Failure to submit required reports will result in a EBS hold that will prevent further activity on the subrecipient's projects.

For those submitting a PMT directly through a federal portal, the subrecipient should, after submission of their PMT report, upload a copy into the appropriate PMT Tab for the correct corresponding quarters in the EBS System. Failure to do so will result in a hold being placed upon the subrecipient's projects that prevents submission of further reimbursements until the hold is released by the Grant Administrator. Failure to Submit Programmatic or Financial Reports in a Timely Manner

The subrecipient acknowledges that failure to submit programmatic progress or financial reports in a timely manner may result in sanctions affecting the recipient's awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the

recipient as a High-Risk grantee; or termination of an award(s). Upon termination, all outstanding reimbursements will be forfeited by the subrecipient.

## 5. Grant Management Guidelines and Monitoring

The subrecipient agrees to comply with all the GCC Grants Management Guidelines whose current version as posted on the GCC website [www.ncps.gov/gcc](http://www.ncps.gov/gcc) on the Grant Information page under “workshops and guidelines.”

This includes:

- 1) The subrecipient agrees promptly to provide; upon request to representatives of GCC, State Auditors and representatives of DOJ access to examine all records related to financial and programmatic documentation related to this grant award, including documentation of expenditures and achievements.
- 2) The subrecipient understands that it will be subject to financial and programmatic on-site monitoring by GCC, which may be on short notice and/or unannounced and agrees that it will cooperate with all such monitoring.
- 3) The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- 4) The subrecipient agrees to comply with any modifications or additional requirements that may be imposed by law, GCC Staff, and future DOJ (including government-wide) guidance and clarifications of GCC or DOJ requirements.

Failure to cooperate with the Governor’s Crime Commission’s (GCC) grant monitoring activities may result in sanctions affecting the recipient’s awards, including, but not limited to: withholdings and/or other restrictions on the recipient’s access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a High-Risk grantee; or termination of an award(s).

## 6. Electronic Records

Recipients must ensure compliance and implementation of cybersecurity protocols and standards, such as data protection and access control measures, to safeguard sensitive information and electronic records generally as outlined herein.

A program may store files electronically and use electronic signatures if the program can ensure the validity and integrity of all records and signatures are maintained. The program’s electronic storage procedures and system must provide for the safe-keeping and security of the records, including sufficient prevention of unauthorized alterations or erasures of records; effective security measures to ensure that only authorized persons have access to records; adequate measures designed to prevent physical damage to records; a system providing for back-up and recovery of records. In addition, the electronic storage procedures and system shall provide for the easy retrieval of records in a timely fashion, including storage of the records in a physically accessible location; clear and accurate labeling of all records; and storage of the records in a usable, readable format.

## 7. Required Training

Attendance at any required training as clearly stated by GCC.

## 8. Termination or Manual Hold

Either party may terminate this Agreement at any time by giving thirty (30) days written notice. This Agreement, if terminated, shall terminate on the last day of the month following the date of the original notice or on a mutually agreed upon date. In addition, the Commission may place the Subrecipient on manual hold as needed to ensure that funds will not be inappropriately used, and compliance issues are resolved.

Termination of the Agreement by the Subrecipient shall result in repayment of all unused funds and forfeiture of any future funds due under this agreement. Termination of the Agreement by the Commission shall result in a forfeiture of any future funds due under this Agreement and may require the repayment of funds previously paid, at the discretion of the Commission.

The Commission may terminate this Agreement for cause based upon the failure of the Subrecipient to comply with the terms and/or conditions of the Agreement, provided that the Commission shall give the Subrecipient written notice

specifying the Subrecipient's failure. If within thirty (30) days after receipt of such notice, the Subrecipient shall not have either corrected such failure or in the case which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Commission may, at its option, place the Subrecipient in default and the Agreement shall terminate on the date specified in such notice.

The Subrecipient may exercise any rights available to it under North Carolina law to terminate for cause upon the failure of the Commission to comply with the terms and conditions of this Agreement, provided that the Subrecipient shall give the Commission written notice specifying the Commission's failure and a reasonable opportunity for the Commission to cure the defect.

## **9. Maintain Updated Contacts**

The subrecipient acknowledges that it is responsible for maintaining updated contact information in GCC's online grant management system. To update information for the Authorizing Official, the Financial Officer, and the Project Director, the subrecipient must submit a change request in EBS in the application part of the online system.

## **10. Staff Timesheets**

The subrecipient agrees that all personnel (including volunteers) whose activities are to be charged to this award will maintain timesheets to document program activities (effort) and hours worked related to this award and non-award-related activities. These timesheets should be available to be provided upon request.

## **11. Federal Funding Year Changes**

Changes to the federal funding year may occur to maximize use of funds. Notice from GCC will be provided regarding changes in Federal Funding year and changes to federal special conditions.

## **12. Continuation of Funding**

The subrecipient understands that the awarding of this grant in no way assures or implies continuation of funding beyond the project duration indicated on the current grant award.

Funds are provided during the project period on a yearly basis. Unused funds at the end of each budget year do not roll over to the next budget year but rather return to GCC's unobligated funds. Extensions beyond the period of performance may be granted at the discretion of GCC, and may be requested in accordance with GCC processes, but are not assured. If a continuation application is approved by GCC, funds available under the current award and corresponding cash matching funds must be expended or obligated and documented prior to the implementation of the new, continuation grant and expenditure of new funds.

## **13. Proposed Published Reports and Publications**

The subrecipient agrees to submit one copy of all proposed reports to be published and proposed publications, funded under this project, not less than twenty (20) days prior to public release for GCC review. Prior review and approval of a report or publication is required if award funds are to be used to publish or distribute reports and publications developed under this award.

Except as provided in the Federal Agreement, the subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain a disclaimer statement: similar to this example:

"This project was supported by Grant No. \_\_\_\_\_ awarded by NC Governor's Crime Commission as state administering office for \_\_\_ federal agency. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the federal agency."

The subrecipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

## **14. Conflict of Interest Policies**

The subrecipient agrees to establish safeguards to prohibit employees and/or, in the case of a non-profit agency, board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Further, the subrecipient is required to submit a board approved "Conflict of Interest" policy to GCC prior to any funds being released for this project. This is in accordance with N.C.G.S. § 143C-6-23.

#### **15. Personnel Modifications**

All requests to transfer funds from a personnel line item to any other budget category will require justification and will be subject to a high degree of scrutiny by GCC.

The subrecipient further agrees that ALL personnel whose activities are to be charged to this award either directly charged to the award or used as match will maintain timesheets to document hours worked on the grant and the grant related activities performed during those hours as compared to non-award-related time and activities.

#### **16. Compliance with solicitation requirements**

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

#### **17. Law Enforcement Agency Traffic Stop Data**

Pursuant to N.C.G.S. 143B-903, certain law enforcement agencies must report traffic stops within 60 (sixty) days to the NC State Bureau of Investigation (SBI). The SBI publishes the list of required agencies each year on the SBI website on the SBI Traffic Reporting page. This page can be accessed by going to the SBI website and clicking on the List of Agencies Required to Report. Any agency that is required to submit traffic stops and does not "shall be ineligible to receive any law enforcement grants available by or through the State" G.S. 143B-903(e).

#### **18. State Retention Laws**

Chapters 121 and 132 of the General Statutes of North Carolina govern the retention and disposition of all records located in and/or maintained by all public offices, whether municipal, county, state government, or state-supported institutions of higher learning. In accordance with the requirements set forth in the North Carolina Administrative Code, all financial records, supporting documents, statistical records, and all other records pertinent to a grant shall be retained by each organization for AT LEAST FIVE YEARS following the closure of the audit report covering the entire award period.

#### **19. Grant Termination or Suspension**

Pursuant to administrative code 14B NCAC 05B .0301 a grant may be terminated, or the funds may be suspended, on a case-by-case basis by the Executive Director of the Commission for noncompliance with the terms and conditions of their grant application, grant award agreement (including these special conditions) or federal guidelines.

## **FEDERAL REQUIREMENTS**

*These federal requirements apply to the GCC and all subgrantees awarded funds.  
For purposes of this section "Recipient" refers to the GCC. For any federal submission requirements, Subrecipients shall instead submit to GCC to submit.*

### **JAG SPECIAL CONDITIONS CONSOLIDATED FY 2022-2024**

#### **1**

**(Beginning FY 2023)** Meaningful access requirement for individuals with limited English proficiency

**(Version 2023)**

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

**(Version 2024)**

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

#### **2**

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022-2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### 3

#### Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

### 4

#### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm](https://www.ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result

in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 5

### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## 6

### Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## 7

### Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## **8**

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## **9**

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## **10**

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 11

### Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 12

### Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

## 13

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 14

### Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status

under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 15

### Employment eligibility verification for hiring under the award

#### 1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

#### 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

#### 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

#### 4. Rules of construction

##### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

##### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [VerifyEmployerAgent@dhs.gov](mailto:VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 16

### Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 17

### Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 19

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 21

### Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 22

### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a

training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## **23**

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## **24**

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## **25**

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or

OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 28

**(Beginning FY 2023)** Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

## 29

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

**32**

Authorized Representative Legal Authority

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

**33**

**(Beginning FY 2023)** Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

**34**

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**35**

**(Beginning FY 2024)** Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

## Body armor - compliance with NIJ standards and other requirements

***(Version FY 2022-2023)***

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

***(Version 2024)***

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

## Cooperation with OJP Monitoring

***(Version FY 2022-2023)***

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

***(Version FY 2024)***

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

**38**

***(Beginning FY 2023) Publication Protocols***

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

**39**

***(Beginning FY 2023) Website Protocols***

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

**40**

**Confidentiality of data**

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

**41**

Assessment and Evaluation

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

**42**

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**43**

***(FY 2022 and 2024)*** Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

**44**

Unmanned Aircraft

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

**45**

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

**46**

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https:// it.ojp.gov/ gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**47**

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

**48**

Facial Recognition Technology (FRT)

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

**49**

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

## 50

### Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

## 51

### Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

## 52

### Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including

properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

## 53

### Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

## 54

### Quarterly Financial Reports

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in

the freezing of grant funds and future High Risk designation.

## 55

### Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

## 56

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021 or October 1, 2022 for FY 2024

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

## 57

### DNA Testing

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

## 58

### Genealogy testing

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice

Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

## 59

### Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

## 60

### Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

## 61

### Extreme Risk Protection Programs

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent

any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

**62**

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

**63**

***(Beginning FY 2023)*** Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

**64**

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

**65**

BJA- JAG - SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

**66**

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and

administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**67**

**(Beginning FY 2023)** Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

**68**

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

**69**

**(Beginning FY 2024)** Withholding of Funds IRS compliance

The recipient may not expend or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

**70**

**(FY 2022) Program Outcomes and Outputs**

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

**71**

**(FY 2023) Withholding of Funds for State Strategic Plan submission**

The recipient may not expend or draw down any award funds until the recipient submits a sufficient Statewide Strategic Plan (to include an Annual Report in each year in which the Statewide Strategic Plan is not fully updated), and an Award Condition Modification has been issued to remove this condition.

**72**

**(FY 2023) Withholding of Funds-DCRA**

The recipient may not expend or draw down any award funds until the recipient submits a sufficient Death in Custody Reporting Act (DCRA) State Implementation Plan, which includes its plan for collecting and reporting DCRA program data.

ORDINANCE (2026-)

AN ORDINANCE AMENDING THE FISCAL YEAR 2026 BUDGET

BE IT ORDAINED by the Council of the City of Jacksonville, North Carolina that the following amendments to the Fiscal Year 2026 Special Revenue Funds budget are hereby enacted:

**FY 26 GCC JAG GRANT (PD2602)**

REVENUES	BUDGET	CHANGE	TOTAL
GRANT REVENUE	-	210,484	210,484
TOTAL ADJUSTMENTS		210,484	
TOTAL PROJECT REVENUES	-	210,484	210,484

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	-	210,484	210,484
TOTAL ADJUSTMENTS		210,484	
TOTAL PROJECT EXPENDITURES	-	210,484	210,484

*To establish a new project to account for the 2025 Governor's Crime Commission JAG Grant (\$210,484) to fund ICAT and PERF training.*

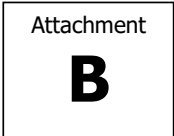
This ordinance shall be effective upon its adoption.

ADOPTED by the Jacksonville City Council in regular session this 20th day of January, 2026.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Rose R. Marshburn, City Clerk





# Request for City Council Action

Consent  
Agenda  
Item:

3

Date: 1/20/2026

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**Subject:** FY 2027 Governor's Highway Safety Program Grant Application – Bike Safe NC Supporting Equipment

**Department:** Police

**Presented by:** Jarad Phelps, Police Chief

**Presentation:** No

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## Issue Statement

The Police Department has received notification of a FY 2027 Governor's Highway Safety Program (GHSP) Grant opportunity for equipment that will support the FY27 Bike Safe Program. The Police Department is requesting authorization to apply for this funding to purchase two replacement motorcycles.

## Financial Impact

The total estimated cost of one outfitted motorcycle is \$35,000. GHSP will provide 50% of the funding with a 50% required match from the City which would come from equipment, general PD funds. The Department intends to apply for funds to replace two (2) motorcycles.

## Action Needed

Authorization to apply for the grant. If awarded, staff would return to Council for acceptance.

## Recommendation

Staff recommends Council authorize staff to apply for the grant.

Approved:  City Manager  City Attorney

Attachments: None



# Staff Report

Consent  
Agenda  
Item: **3**

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## FY 2027 Governor's Highway Safety Program Grant Award – Bike Safe NC Supporting Equipment

### Introduction

Staff continues to explore partnerships and opportunities to assist the Police Department in providing high quality police services to our community. Bike Safe NC is an initiative of the Governor's Highway Safety Program in partnership with law enforcement agencies and the motorcycle community to be proactive in reducing crashes and fatalities in North Carolina.

Bike Safe NC invites motorcyclists to participate in Rider Skills Days that offer assessment on present driving skills and advice to help make their experience as a motorcyclist safer and more enjoyable. Topics covered include the system of motorcycle control, collision causation factors and security, as well as professional riding techniques.

The Rider Skills Days run during the week and on weekends by highly qualified police motorcyclists passing on their wealth of knowledge and experience in a friendly and informal manner. Held at various locations around the state, the pre-booked days include both classroom-based advice and on-road ride-outs.

JPD Motorcycle Officers have been active in Bike Safe NC since the program went state-wide in 2009. JPD currently has four officers who have completed the Bike Safe NC instructor training. Motor Officer James Smallwood was selected by GHSP to serve as the Bike Safe NC Regional Coordinator for the eastern region of the state.

This grant would provide updated equipment for Bike Safe motor officers in support of critical program functioning.

### Need/Purpose

In terms of motorcycle fatalities in Onslow County, between 2020-2024 the GHSP has recorded 31 fatalities, ranking us 5<sup>th</sup> in the state. With the City of Jacksonville being home to Marine Corps Base Camp Lejeune and New River Air Station, there tends to be a transient population of motorists, especially younger motorists. Therefore, it becomes imperative that these individuals are informed of NC motoring laws and best practices for riding safely.

To reduce motorcycle related traffic collisions and fatalities both locally and on a county level, the addition of this equipment will allow the Department to increase enforcement and visibility while expanding involvement in the Bike Safe program.

Jacksonville Police are proud to be associated with this effort to protect motorcyclists in our community and throughout NC, resulting in increased safety for the motoring public.

### **Procedural History**

- December 23, 2025 - Police Department Staff receive notification of GHSP grant application period - January 1-January 31, 2026.
- January 20, 2026 - Police Department Staff request Council's approval to apply for the GHSP Bike Safe Grant opportunity. Application deadline: January 31, 2026.

### **Stakeholders**

- The Citizens of the City of Jacksonville
- The Police Department

### **Options**

Authorize the Public Safety Department to apply for the funding  
**(Recommended):**

- Pros: The Grant will pay 50% of the cost for two new outfitted motorcycles to support the current Bike Safe NC Program.
- Cons: None

Deny the Public Safety Department's request to apply for the grant funding:

- Pros: None
- Cons: The City would lose the opportunity to use the GHSP grant to support the purchase of two new outfitted motorcycles to support the Bike Safe NC Program.



# Request for City Council Action

Consent  
Agenda  
Item: **4**  
Date: 1/20/2026

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**Subject:** FY 2026 NC Governor's Crime Commission – NC Edward Byrne Memorial Justice Assistance Grant (JAG)

**Department:** Police

**Presented by:** Jarad Phelps, Police Chief

**Presentation:** No

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## Issue Statement

The Jacksonville Police Department has received notification of a FY 2026 Governor's Crime Commission Grant Opportunity for law enforcement equipment. The Department is requesting authorization to apply for this funding to contribute toward the replacement of mobile radios as current the radios are end of life and will no longer be serviceable.

## Financial Impact

GCC provides 100% of the project funding, up to \$50,000 which would allow JPD to replace 6 radios. There is no local match required.

## Action Needed

Authorization to apply for the grant. If awarded, staff would return to Council for acceptance.

## Recommendation

Staff recommends Council authorize staff to apply for the grant.

Approved:  City Manager  City Attorney

Attachments: None



# Staff Report

**Consent  
Agenda  
Item: 4**

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## FY 2026 NC JAG Grant- NC Governor's Crime Commission

### Introduction/Need

Staff continue to research modern technology and ensure Officers are equipped with the latest and most effective tools to perform their duties. The NC Governor's Crime Commission is offering a pass-through grant that will allow for the procurement of law enforcement equipment to support operations. The Department's current portable radios have reached end-of-life status and are therefore no longer serviceable. Currently, 75 Motorola radios have been purchased to begin replacing the outdated radios. However, an additional 75 radios are needed to be fully outfitted and to allow for replacements, as necessary. This funding would allow for the purchase of six (6) radios at an estimated unit cost of \$8,162.30.

Staff intend to explore additional funding sources to offset the cost of the additional radios.

### Procedural History

- December 16, 2025 - Police Department Staff receive notification of GCC grant application period - January 1-January 31, 2025.
- January 6, 2026 - Police Department Staff request Council's approval to apply for the GCC JAG Grant opportunity. Application deadline: January 31, 2025.

### Stakeholders

- The Citizens of the City of Jacksonville
- The Police Department

### Options

Authorize the Public Safety Department to apply for the funding

#### **(Recommended):**

- Pros: The Grant will pay \$50,000 to offset the cost of additional portable radios for officers.
- Cons: None

Deny the Public Safety Department's request to apply for the grant funding:

- Pros: None
- Cons: The City would lose the opportunity to use the GCC grant of \$50,000 to support procurement of portable radios that are needed to replace end of life current radios.



# Request for City Council Action

Agenda Item:	<b>5</b>
Date:	1/20/2026

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**Subject:** Public Hearing (*Legislative*) – Annexation – Thornwood, LLC – 488.63 +/- acres  
**Department:** City Manager's Office  
**Presented by:** Ron Massey, Deputy City Manager  
**Presentation:** Yes

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## Issue Statement

On behalf of Thornwood, LLC, Kimley-Horn has submitted a petition for a voluntary annexation of a portion of one tract of land totaling 488.63 +/- acres that is contiguous to the current City limit boundaries.

The property is located at the end of Williamsburg Parkway.

The developer proposes to build 843 Single Family Homes with an average value of \$350,000 each.

## Financial Impact

Costs and Revenues are provided in the detailed Annexation Analysis Total Cost-Benefit Summary attached. The financial analysis shows a positive cash flow over the five-year review period.

## Action Needed

- Conduct Public Hearing
- Consider Annexation Ordinance

## Recommendation

Staff recommends that Council adopt the Annexation Ordinance as presented.

Approved:  City Manager  City Attorney

## Attachments:

- A Proposed Ordinance
- B Total Cost Benefit Summary
- C Location Map

**ORDINANCE 2026-XX**

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF  
THE CITY OF JACKSONVILLE, NORTH CAROLINA**

**THORNWOOD, LLC – 488.63 +/- ACRES**

WHEREAS, the City Council has been petitioned under G. S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of the annexation was held at the Jacksonville City Hall at 5:30 P.M. on the 20th day of January 2026, after due notice of publication on the 8th day of January 2026, and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that:

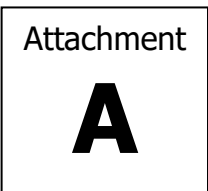
Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory is hereby annexed and made a part of the City of Jacksonville effective January 20, 2026:

**THORNWOOD, LLC  
488.63 +/- ACRES - WILLIAMSBURG PARKWAY  
JACKSONVILLE TOWNSHIP, ONSLOW COUNTY, NC**

That certain parcel of land, lying and being in Jacksonville Township, Onslow County, North Carolina, and being more particularly described as follows:

SITUATED AND LYING IN THE STATE OF NORTH CAROLINA, ONSLOW COUNTY, CITY OF JACKSONVILLE, BEING THE LAND CONVEYED TO THORNWOOD LLC BY DEED BOOK 4709, PAGE 311, AND BEING BOUNDED AS FOLLOWS:

ON THE NORTH BY LAND CONVEYED TO JAMES R. PADRICK AS TRUSTEE (D.B. 2837, PAGE 422, BY LAND CONVEYED TO THORNWOOD, LLC (D.B. 4709, PAGE 311), AND TO LAND CONVEYED TO MIDDLE SOUND LANDING INC (D.B. 5428, PG. 341 AND DESCRIBED IN B.M. 63, PG. 150); ON THE EAST BY LAND CONVEYED TO CITY OF JACKSONVILLE (D.B. 746, PAGE 867 AND DESCRIBED IN B.M. 58, PG. 112); TO LAND CONVEYED DANIEL AND REBEKAH SOOY (D.B. 6003, PG. 160); TO LAND CONVEYED TO JERRY AND CHRISTINE STEVENSON (D.B. 2134, PG. 277); TO LAND CONVEYED TO JOYCE POLLARD (D.B. 5683, PG. 706); TO LAND CONVEYED TO KIMBERLY SYDES (D.B. 4435, PG. 284); TO LAND CONVEYED TO KENNETH AND ANGELA LESTER (D.B. 5441, PG. 848); TO LAND CONVEYED TO KAREN MCFALLS AND TOMMY RAY (D.B. 6111, PG. 120); TO LAND CONVEYED TO BRIAN AND KELLI ODAY (D.B. 4699, PG. 629); TO LAND



CONVEYED TO ANTHONY SYDES (D.B. 4114, PG. 743); TO LAND CONVEYED TO NELL LESAN (D.B. 3020, PG. 811); TO LAND CONVEYED TO SHELLY ROBINSON AND KENNETH DWIGHT (D.B. 5822, PG. 361); TO LAND CONVEYED TO WILLIAM BEUTEL (D.B. 6231, PG. 867); AND TO LAND CONVEYED TO THE NATURE CONSERVANCY (D.B. 1511, PG. 381); ON THE SOUTH BY A VARIABLE WIDTH RIVER NAMED THE NEW RIVER; ON THE WEST BY LAND CONVEYED TO THORNWOOD, LLC (D.B. 4709, PAGE 311) ALSO KNOWN AS TRACT 2A. ALL REFERENCES TO DEED BOOKS AND MAP BOOKS IN THIS DESCRIPTION REFER TO THE RECORDS OF THE ONSLOW COUNTY REGISTER OF DEEDS OFFICE, NORTH CAROLINA) AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON REBAR (HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 376805.22' E: 2465982.79') THENCE PROCEEDING IN A NORTHWESTERLY DIRECTION, N60°43'10" W, A DISTANCE OF 403.14' TO AN EXISTING IRON REBAR (HAVING NORTH CAROLINA STATE PLANE COORDINATES N: 377002.39' E: 2465631.15'), SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE RUNNING IN A CLOCKWISE DIRECTION AND RUNNING ALONG THE EASTERN EDGE OF TRACT 2B S43°00'14" W, A DISTANCE OF 196.79' TO AN EXISTING IRON REBAR; THENCE CONTINUING ALONG THE EASTERN BOUNDARY OF TRACT 2B THENCE S15°03'12" E, A DISTANCE OF 76.91' TO AN EXISTING IRON REBAR; THENCE S33°00'10" W, A DISTANCE OF 79.47' TO AN EXISTING IRON REBAR; THENCE S59°26'25" W, A DISTANCE OF 173.81' TO A CALCULATED POINT AND THE SOUTHEASTERN CORNER OF A PUMP STATION LOT AS DESCRIBED IN MAP BOOK 72 PAGE 58E; THENCE TURNING SOUTHWARD AND RUNNING ALONG THE PUMP STATION BOUNDARY THE FOLLOWING BEARINGS AND DISTANCES:

THENCE S19°12'42" W, A DISTANCE OF 106.56' TO A CALCULATED POINT;  
THENCE S66°13'02" W, A DISTANCE OF 86.33' TO A CALCULATED POINT;  
THENCE N33°32'54" W, A DISTANCE OF 316.41' TO A CALCULATED POINT;  
THENCE N56°08'01" E, A DISTANCE OF 168.26' TO A CALCULATED POINT;  
THENCE S33°54'04" E, A DISTANCE OF 267.51' TO A CALCULATED POINT;

THENCE LEAVING THE PUMP STATION LOT IN AN EASTERLY DIRECTION N59°26'25" E, A DISTANCE OF 173.81' TO AN EXISTING IRON REBAR; THENCE TURNING SOUTHWARD AND CONTINUING ALONG EASTERN EDGE OF TRACT 2B S18°01'57" W, A DISTANCE OF 156.26' TO AN EXISTING IRON REBAR; THENCE S74°14'59" W, A DISTANCE OF 65.25' TO AN EXISTING IRON REBAR; THENCE S12°03'28" E, A DISTANCE OF 84.86' TO AN EXISTING IRON REBAR; THENCE S41°06'28" W, A DISTANCE OF 142.42' TO AN EXISTING IRON REBAR; THENCE S12°44'34" W, A DISTANCE OF 69.69' TO AN EXISTING IRON REBAR; THENCE S84°45'41" W, A DISTANCE OF 67.05' TO AN EXISTING IRON REBAR; THENCE S32°37'14" W, A DISTANCE OF 240.13' TO AN EXISTING IRON REBAR; THENCE S52°14'14" W, A DISTANCE OF 108.78' TO AN EXISTING IRON REBAR; THENCE S20°50'27" E, A DISTANCE OF 151.23' TO AN EXISTING IRON REBAR; THENCE S11°58'06" W, A DISTANCE OF 160.18' TO AN EXISTING IRON REBAR; THENCE S21°38'46" E, A DISTANCE OF 49.32' TO AN EXISTING IRON REBAR; THENCE S04°52'47" W, A DISTANCE OF 42.70' TO AN EXISTING IRON REBAR; THENCE S30°24'26" W, A DISTANCE OF 220.98' TO A CALCULATED POINT; THENCE S67°11'56" W, A DISTANCE OF 55.97' TO A CALCULATED POINT; THENCE S58°51'12" W, A DISTANCE OF 188.27' TO A CALCULATED POINT; THENCE S08°05'47" W, A DISTANCE OF 181.07' TO A CALCULATED POINT; THENCE S59°23'52" E, A DISTANCE OF 84.17' TO A CALCULATED POINT; THENCE S14°16'54" W, A

DISTANCE OF 322.46' TO A CALCULATED POINT; THENCE TURNING NORTHWESTERLY AND RUNNING ALONG THE NORTHWESTERN CORNER OF LAND OWNED BY THE NATURE CONSERVANCY BY DEED BOOK 1511 PAGE 381 N58°58'54" W, A DISTANCE OF 81.39' TO A CALCULATED POINT; THENCE TURNING IN A SOUTHERLY DIRECTION AND CONTINUING ALONG THE EASTERN EDGE OF THE NATURE CONSERVANCY S03°04'26" W, A DISTANCE OF 157.08' TO A CALCULATED POINT; THENCE S34°49'21" W, A DISTANCE OF 135.62' TO A CALCULATED POINT; THENCE S01°14'59" W, A DISTANCE OF 230.00' TO A CALCULATED POINT; THENCE S27°55'04" E, A DISTANCE OF 246.22' TO A CALCULATED POINT; THENCE S00°41'30" E, A DISTANCE OF 295.17' TO A CALCULATED POINT; THENCE S18°36'20" E, A DISTANCE OF 191.38' TO A CALCULATED POINT; THENCE S13°25'16" W, A DISTANCE OF 260.86' TO A CALCULATED POINT; THENCE S43°06'23" E, A DISTANCE OF 314.68' TO A CALCULATED POINT; THENCE S01°14'59" W, A DISTANCE OF 290.00' TO A CALCULATED POINT AND BEING THE SOUTHEASTERN CORNER OF TRACT 2B; THENCE TURNING IN A WESTERLY DIRECTION AND RUNNING ALONG THE BANK OF THE NEW RIVER N81°34'10" W, A DISTANCE OF 398.15' TO A CALCULATED POINT; THENCE N66°13'26" W, A DISTANCE OF 573.85' TO A CALCULATED POINT; THENCE N79°01'22" W, A DISTANCE OF 177.55' TO A CALCULATED POINT; THENCE S79°56'23" W, A DISTANCE OF 101.98' TO A CALCULATED POINT; THENCE S48°44'21" W, A DISTANCE OF 162.79' TO A CALCULATED POINT; THENCE S23°52'10" W, A DISTANCE OF 130.00' TO A CALCULATED POINT; THENCE S09°24'28" W, A DISTANCE OF 75.12' TO A CALCULATED POINT; THENCE S40°42'50" W, A DISTANCE OF 46.16' TO A CALCULATED POINT; THENCE S50°20'07" W, A DISTANCE OF 198.49' TO A CALCULATED POINT; THENCE S55°13'20" W, A DISTANCE OF 136.01' TO A CALCULATED POINT; THENCE S84°54'34" W, A DISTANCE OF 90.55' TO A CALCULATED POINT; THENCE N63°58'31" W, A DISTANCE OF 143.18' TO A CALCULATED POINT; THENCE N33°44'32" W, A DISTANCE OF 122.07' TO A CALCULATED POINT AND BEING THE SOUTHWESTERN CORNER OF TRACT 2B; THENCE TURNING NORTHWARD AND CONTINUING ALONG THE BANK OF THE NEW RIVER N47°07'56" E, A DISTANCE OF 52.34' TO A CALCULATED POINT; THENCE N71°27'58" E, A DISTANCE OF 141.28' TO A CALCULATED POINT; THENCE N27°25'32" E, A DISTANCE OF 120.53' TO A CALCULATED POINT; THENCE N09°55'04" E, A DISTANCE OF 174.57' TO A CALCULATED POINT; THENCE N01°14'59" E, A DISTANCE OF 215.00' TO A CALCULATED POINT; THENCE N04°27'39" W, A DISTANCE OF 150.75' TO A CALCULATED POINT; THENCE N03°15'22" E, A DISTANCE OF 235.34' TO A CALCULATED POINT; THENCE N10°29'53" W, A DISTANCE OF 204.38' TO A CALCULATED POINT; THENCE N29°36'10" W, A DISTANCE OF 207.50' TO A CALCULATED POINT; THENCE N48°00'37" W, A DISTANCE OF 71.19' TO A CALCULATED POINT; THENCE N43°19'21" W, A DISTANCE OF 92.54' TO A CALCULATED POINT; THENCE N56°24'26" W, A DISTANCE OF 363.93' TO A CALCULATED POINT; THENCE N54°22'03" W, A DISTANCE OF 47.12' TO A CALCULATED POINT; THENCE N39°57'29" W, A DISTANCE OF 267.77' TO A CALCULATED POINT AND BEING THE WESTERN CORNER OF TRACT 2B; THENCE TURNING IN A NORTHEASTERLY DIRECTION AND LEAVING THE BANK OF THE NEW RIVER RUNNING ALONG THE EASTERN EDGE OF THE TRACT OWNED BY THORNWOOD, LLC. AND IDENTIFIED AS TRACT 2A BY DEED BOOK 2837 PAGE 422 AND ALSO BEING THE CENTERLINE OF THE 100' CAROLINA POWER & LIGHT EASEMENT BY DEED BOOK 426 PAGE 361 N00°21'02" E, A DISTANCE OF 817.93' TO A CALCULATED POINT; THENCE N00°21'02" E, A DISTANCE OF 1,357.30' TO A CALCULATED POINT; THENCE N00°21'02" E, A DISTANCE OF 1,007.08' TO A CALCULATED POINT; THENCE N00°21'02" E, A DISTANCE OF 1,605.94' TO A CALCULATED POINT AND BEING THE NORTHWESTERN CORNER OF TRACT 2B; THENCE TURNING EASTWARD AND RUNNING ALONG THE PROPERTY OWNED BY JAMES R. PADRICK BY DEED BOOK 2837

PAGE 422 N56°59'59" E, A DISTANCE OF 329.76' TO A CALCULATED POINT; THENCE N86°29'59" E, A DISTANCE OF 754.19' TO A CALCULATED POINT; THENCE N62°37'36" E, A DISTANCE OF 1,818.71' TO AN IRON REBAR SET AND BEING THE NORTHERN CORNER OF TRACT 2B; THENCE TURNING IN A SOUTHERLY DIRECTION AND RUNNING ALONG THE WESTERN EDGE OF LAND OWNED BY THORNWOOD, LLC. BY DEED BOOK 4709 PAGE 311 S32°43'08" E, A DISTANCE OF 46.03' TO A CALCULATED POINT; THENCE S23°55'53" E, A DISTANCE OF 101.19' TO A CALCULATED POINT; THENCE S48°27'52" E, A DISTANCE OF 175.85' TO A CALCULATED POINT; THENCE S28°35'36" W, A DISTANCE OF 123.21' TO A CALCULATED POINT; THENCE S39°26'02" W, A DISTANCE OF 223.29' TO A CALCULATED POINT; THENCE S13°44'37" E, A DISTANCE OF 423.38' TO A CALCULATED POINT; THENCE S75°06'30" E, A DISTANCE OF 79.41' TO A CALCULATED POINT; THENCE S38°38'09" E, A DISTANCE OF 126.97' TO A CALCULATED POINT; THENCE S53°34'49" E, A DISTANCE OF 153.34' TO A CALCULATED POINT; THENCE S38°45'51" E, A DISTANCE OF 75.86' TO A CALCULATED POINT; THENCE TURNING NORTHWARD AND RUNNING ALONG THE EASTERN EDGE OF LAND OWNED BY THORNWOOD, LLC. BY DEED BOOK 4709 PAGE 311 N32°49'58" E, A DISTANCE OF 305.31' TO A CALCULATED POINT; THENCE S57°10'02" E, A DISTANCE OF 80.00' TO A CALCULATED POINT; THENCE N32°49'58" E, A DISTANCE OF 849.95' TO A CALCULATED POINT; THENCE WITH THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00', A CHORD BEARING N34°37'35" E, AND A CHORD DISTANCE OF 28.79' TO A CALCULATED POINT; THENCE N36°25'11" E, A DISTANCE OF 146.50' TO A CALCULATED POINT; THENCE TURNING IN A SOUTHEASTERLY DIRECTION AND RUNNING ALONG THE SOUTHWESTERN EDGE OF LAND OWNED BY MIDDLE SOUND LANDING INC. BY DEED BOOK 5428 PAGE 341 S53°33'16" E, A DISTANCE OF 441.67' TO AN IRON REBAR SET; THENCE N36°26'45" E, A DISTANCE OF 99.60' TO AN IRON REBAR SET; THENCE S53°33'15" E, A DISTANCE OF 104.54' TO AN IRON REBAR SET; THENCE S43°10'19" E, A DISTANCE OF 549.79' TO AN EXISTING IRON REBAR; THENCE TURNING IN A SOUTHWESTERLY DIRECTION AND RUNNING ALONG THE WESTERN EDGE OF LAND OWNED BY THE CITY OF JACKSONVILLE BY DEED BOOK 746 PAGE 867 S32°33'39" W, A DISTANCE OF 212.17' TO A CALCULATED POINT; THENCE S30°27'03" W, A DISTANCE OF 289.55' TO A CALCULATED POINT; THENCE S28°58'42" W, A DISTANCE OF 211.33' TO A CALCULATED POINT; THENCE S72°54'52" E, A DISTANCE OF 30.17' TO A CALCULATED POINT; THENCE S15°58'01" E, A DISTANCE OF 193.82' TO A CALCULATED POINT; THENCE S19°37'13" E, A DISTANCE OF 319.40' TO A CALCULATED POINT; THENCE RUNNING ALONG THE WESTERN EDGE OF LAND CONVEYED TO DANIEL AND REBEKAH SOOY BY DEED BOOK 6003 PAGE 160 S82°24'38" W, A DISTANCE OF 64.32' TO A CALCULATED POINT; THENCE S01°07'33" E, A DISTANCE OF 64.99' TO A CALCULATED POINT; THENCE S62°41'14" W, A DISTANCE OF 42.31' TO A CALCULATED POINT; THENCE S30°50'05" W, A DISTANCE OF 136.39' TO A CALCULATED POINT; THENCE S34°21'32" W, A DISTANCE OF 388.19' TO A CALCULATED POINT; THENCE S34°46'33" W, A DISTANCE OF 187.24' TO A CALCULATED POINT; THENCE S33°27'46" W, A DISTANCE OF 526.32' TO A CALCULATED POINT; THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION AND RUNNING ALONG THE NORTHWESTERN EDGE OF LAND CONVEYED TO JERRY AND CHRISTINE STEVENSON BY DEED BOOK 2134 PAGE 277 S81°48'29" W, A DISTANCE OF 106.39' TO A CALCULATED POINT; THENCE S73°49'35" W, A DISTANCE OF 236.15' TO A CALCULATED POINT; THENCE S72°35'08" W, A DISTANCE OF 201.95' TO A CALCULATED POINT; THENCE S11°18'21" W, A DISTANCE OF 260.26' TO A CALCULATED POINT; THENCE S15°44'59" E, A DISTANCE OF 112.72' TO A CALCULATED POINT; AND ALSO BEING THE POINT OF BEGINNING CONTAINING 488.63 ACRES OF LAND, MORE OR LESS.

Section 3. Notice of said public hearing shall be published in the Daily News, a newspaper having general circulation in the City of Jacksonville, at least ten (10) days prior to the date of said public hearing.

Section 2. Upon and after the 20th day of January 2026, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Jacksonville and shall be entitled to the same privileges and benefits as other parts of the City of Jacksonville. Said territory shall be subject to municipal taxes according to G. S. 160A-31.

Section 3. The Mayor of the City of Jacksonville shall cause to be recorded in the Office of the Register of Deeds of Onslow County, and in the Office of the Secretary of State, Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted by the City Council of the City of Jacksonville in regular session this 20th day of January 2026.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Rose R. Marshburn, City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I, \_\_\_\_\_, a Notary Public for the aforesaid State and Onslow County, hereby certify that Rose R. Marshburn personally came before me this date and acknowledged that she is the City Clerk of the City of Jacksonville, a municipal corporation, and that by authority duly given and as the fact of said corporation, the aforementioned instrument was signed in its name by Sammy Phillips, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

\_\_\_\_\_  
Notary

My commission expires: \_\_\_\_\_

**City of Jacksonville**

**Thornwood LLC**

**Completion of project will have 843 single**

	<b>Fiscal Year* 2027</b>	<b>Fiscal Year* 2028</b>	<b>Fiscal Year* 2029</b>	<b>Fiscal Year* 2030</b>	<b>Fiscal Year* 2031</b>	<b>5 Year Total</b>
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**Section 1: Total**

Property Taxes	\$431,433	\$791,255	\$1,114,550	\$1,531,379	\$1,853,133	\$5,721,750
Sales Tax	\$115,241	\$216,995	\$308,330	\$426,022	\$516,743	\$1,583,331
Powell Bill (Gas Tax)	\$14,365	\$27,210	\$39,315	\$55,403	\$68,073	\$204,367
Utility FranchiseTax	\$25,111	\$48,229	\$69,900	\$98,513	\$121,881	\$363,635
Water Revenues	\$622,205	\$645,386	\$673,883	\$892,275	\$844,688	\$3,678,437
Sewer Revenues	\$791,382	\$857,348	\$925,804	\$1,232,491	\$1,209,222	\$5,016,247
Solid Waste	\$45,120	\$84,960	\$120,720	\$166,800	\$202,320	\$619,920
Stormwater Revenues	\$19,028	\$34,912	\$49,321	\$68,133	\$81,571	\$252,966

**Total Estimated Revenues**

	\$2,063,884	\$2,706,297	\$3,301,823	\$4,471,016	\$4,897,631	\$17,440,651
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**Discounted Revenues**

	\$2,063,884	\$2,653,232	\$3,173,609	\$4,213,138	\$4,524,654	\$16,628,518
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**Section 2: Total**

Police	\$250,245	\$405,804	\$588,140	\$828,892	\$1,025,512	\$3,098,591
Fire	\$1,600,359	\$1,632,347	\$1,664,973	\$1,698,253	\$1,732,198	\$8,328,130
Water	\$132,462	\$135,111	\$137,760	\$140,410	\$143,059	\$688,802
Sewer	\$166,264	\$169,589	\$172,914	\$176,240	\$179,565	\$864,571
Transportation	\$41,534	\$41,534	\$41,534	\$41,534	\$41,534	\$207,668
Solid Waste	\$55,712	\$80,588	\$103,273	\$140,898	\$159,923	\$540,395
Parks and Recreation	\$45,404	\$85,494	\$121,479	\$167,848	\$203,591	\$623,816
Stormwater	\$6,262	\$11,490	\$16,232	\$22,422	\$26,845	\$83,250
	\$63,599	\$93,134	\$124,807	\$171,635	\$188,498	\$641,674

**Total Estimated Expenditures**

	\$2,361,840	\$2,655,090	\$2,971,112	\$3,388,130	\$3,700,724	\$14,351,973
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**Discounted Expenditures**

	\$2,361,840	\$2,603,029	\$2,855,740	\$3,192,711	\$3,418,897	\$14,432,218
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**Total Discounted Net Revenues**

	<b>(\$297,956)</b>	<b>\$50,203</b>	<b>\$317,869</b>	<b>\$1,020,427</b>	<b>\$1,105,757</b>	<b>\$2,196,300</b>
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\*Fiscal Year runs from July 1 through June 30 of the year listed.

**Equivalent Police Officers Required**

	1.922	3.056	4.342	5.999	7.277	7.277
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**The City's ISO Rating is Class 1 (91.54).**

**This annexation's potential affect on this**

<b>Same</b>	X	If New Station is not Built and Manned				
<b>Better</b>	-	If New Station is not Built and Manned				
<b>Worse</b>	-	If New Station is not Built and Manned				

Attachment

**B**

**City of Jacksonville  
Annexation Analysis**

<b>Thornwood LLC</b>	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>	<b>5 Year Total</b>
<b>Revenue Source</b>						
Property Taxes	\$431,433	\$791,255	\$1,114,550	\$1,531,379	\$1,853,133	\$5,721,750
Sales Tax	\$115,241	\$216,995	\$308,330	\$426,022	\$516,743	\$1,583,331
Powell Bill (Gas Tax)	\$14,365	\$27,210	\$39,315	\$55,403	\$68,073	\$204,367
Utility FranchiseTax	\$25,111	\$48,229	\$69,900	\$98,513	\$121,881	\$363,635
Business Tax	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Estimated Revenues</b>	\$586,150	\$1,083,690	\$1,532,095	\$2,111,317	\$2,559,831	\$7,873,082

**City of Jacksonville**

<b>Thornwood LLC</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>Total</b>
<b>Section 1: Real Property Calculations</b>						
	\$69,907,700	\$128,007,700	\$180,157,700	\$247,357,700	\$299,157,700	\$924,588,500
<b>Section 2: Personal Property Calculations</b>						
<i>Number of Dwellings</i>	188	354	503	695	843	
<i>Average Number of Cars Per Dwelling</i>	2	2	2	2	2	
<i>Number of Cars</i>	376	708	1006	1390	1686	
<i>Average Value Per Car</i>	\$8,009	\$8,089	\$8,170	\$8,252	\$8,334	
<b>Total Personal</b>	\$3,011,384	\$5,727,076	\$8,219,001	\$11,469,836	\$14,051,457	\$42,478,754
<b>Total Tax Value</b>	\$ 72,919,084	\$ 133,734,776	\$ 188,376,701	\$ 258,827,536	\$ 313,209,157	
<b>Tax Rate per \$100</b>	<b>0.6000</b>	<b>0.6000</b>	<b>0.6000</b>	<b>0.6000</b>	<b>0.6000</b>	
<b>Total Tax Levy</b>	\$ 437,515	\$ 802,409	\$ 1,130,260	\$ 1,552,965	\$ 1,879,255	
<b>Collection Rate</b>	<b>0.9861</b>	<b>0.9861</b>	<b>0.9861</b>	<b>0.9861</b>	<b>0.9861</b>	
<b>Total Estimated Tax Revenue</b>	<b>\$431,433</b>	<b>\$791,255</b>	<b>\$1,114,550</b>	<b>\$1,531,379</b>	<b>\$1,853,133</b>	<b>\$5,721,750</b>

**City of Jacksonville**

<b>Thornwood LLC</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>Total</b>
<b>Section 1: Sales Tax Calculations</b>						
<i>Sales Tax Revenue Per 1,000 Residents</i>	\$244,216	\$244,216	\$244,216	\$244,216	\$244,216	
<i>Parcel Population</i>	472	889	1263	1744	2116	
<b>Total Sales Tax</b>	\$115,241	\$216,995	\$308,330	\$426,022	\$516,743	\$1,583,331
<b>Section 2: Gas Tax Calculations (Powell)</b>						
<u>75% Allocation Based on Per Capita Population</u>						
<i>Per Capita Reimbursement Rate</i>	\$24	\$24	\$25	\$25	\$26	
<i>Parcel population</i>	472	889	1263	1744	2116	
<i>Subtotal for Per Capita</i>	\$11,217	\$21,543	\$31,223	\$44,004	\$54,442	\$162,428
<u>25% Allocation Based on Non-State Street Miles</u>						
<i>Number of Non-State Street Miles</i>	2	3	4	6	7	
<i>Subtotal for Street Miles</i>	\$3,148	\$5,667	\$8,093	\$11,399	\$13,632	\$41,939
<b>Total Gas Tax</b>	\$14,365	\$27,210	\$39,315	\$55,403	\$68,073	\$204,367
<b>Section 3: Utility Tax Calculations</b>						
<i>Utility Tax Per 1000 Parcel Population</i>	\$53,215	\$54,279	\$55,365	\$56,472	\$57,602	
	472	889	1263	1744	2116	
<b>Total Utility Tax Calculations</b>	\$25,111	\$48,229	\$69,900	\$98,513	\$121,881	\$363,635
<b>Total Revenues</b>	\$154,717	\$292,435	\$417,545	\$579,938	\$706,698	\$2,151,332

## City of Jacksonville Annexation Analysis

<b>Section 1: Summary Data</b>						
<b>Number of Authorized Sworn Officers</b>	<b>City Population</b>	<b>City Square Mileage</b>	<b>Average Personnel Costs</b>	<b>Average Operating Cost</b>	<b>Average Capital Cost</b>	<b>Total Officer Cost</b>
144	72,867	57.2	\$89,613	\$32,162	\$8,421	\$130,196
<b>Section 2: Ratios</b>						
Average Number of Square Miles Per Sworn Officer	0.40	Jacksonville Actual		0.42	National Standard	
Average Number of People Per Sworn Officer	506.02	Jacksonville Actual		415	National Standard	
Average Number of Calls for Service Per Sworn	539.40	Jacksonville Actual		604.00	National Standard	
Average Number of Commercial Buildings Per	10.42	Jacksonville Actual		12.70	National Standard	
Average Number Homes Per Sworn Officer	115.85	Jacksonville Actual		171.50	National Standard	
<b>Section 3: Average Total Cost Per Officer</b>						
	<b>Fiscal Year</b>	<b>Fiscal Year</b>	<b>Fiscal Year</b>	<b>Fiscal Year</b>	<b>Fiscal Year</b>	<b>5 Year</b>
	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>Totals</b>
Average Cost Per Officer	\$130,196	\$132,800	\$135,456	\$138,165	\$140,928	\$677,546
<b>Average Total Cost Per Officer</b>	<b>\$130,196</b>	<b>\$132,800</b>	<b>\$135,456</b>	<b>\$138,165</b>	<b>\$140,928</b>	<b>\$677,546</b>
<b>Section 4: Five-Year Parcel Data</b>						
	<b>Fiscal Year</b>	<b>Fiscal Year</b>	<b>Fiscal Year</b>	<b>Fiscal Year</b>	<b>Fiscal Year</b>	
	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	
Square Mileage	0.763	0.763	0.763	0.763	0.763	
Commercial Buildings	0	0	0	0	0	
Population	472	889	1263	1744	2116	
Complaints	353.91	666.41	946.90	1,308.34	1,586.95	
Homes	188	354	503	695	843	
<b>Section 5: Five-Year Cost Projection</b>						
	<b>Fiscal Year</b>	<b>Fiscal Year</b>	<b>Fiscal Year</b>	<b>Fiscal Year</b>	<b>Fiscal Year</b>	<b>5 Year</b>
	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>Totals</b>
Per Square Mile	\$250,245	\$255,249	\$260,354	\$265,562	\$270,873	\$1,302,283
Per Commercial Building	\$0	\$0	\$0	\$0	\$0	\$0
Per 1,000 Population	\$121,412	\$233,188	\$337,965	\$476,309	\$589,293	\$1,758,167
Per # Homes	\$211,286	\$405,804	\$588,140	\$828,892	\$1,025,512	\$3,059,633
Equivalent Officers	1.922	3.056	4.342	5.999	7.277	7.277

**City of Jacksonville  
Annexation Analysis**

1/2/2026

<b>Data</b>					
<b>Number of Fire Stations</b>	<b>City Population</b>	<b>City Square Mileage</b>	<b>Total Department Cost</b>	<b>ISO Max. Sq. Mi. to Service</b>	<b>Square Miles of Annexation Proposal</b>
4	72,867	57.2	\$10,388,750	5	0.763
<b>SCENARIO I</b>					
	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>
<i>If VFD present in annexation area, then one of four things can</i>					
into a contract with the VFD and allow them continue servicing the					
<b>Total Cost to City if enter into contract</b>	\$0	\$0	\$0	\$0	\$0
2.) The City can take over service of the annexation area with an					
<i>Portion of cost to operate</i>	\$138,665	\$141,438	\$144,267	\$147,153	\$150,096
<i>Portion of the VFD's debt service owed by City</i>	\$0	\$0	\$0	\$0	\$0
<b>Total cost to City if servicing with existing</b>	<b>\$138,665</b>	<b>\$141,438</b>	<b>\$144,267</b>	<b>\$147,153</b>	<b>\$150,096</b>
3.) The City can take over service of the annexation area with a					
<i>Portion of cost to build</i>	\$1,599,359	\$1,631,347	\$1,663,973	\$1,697,253	\$1,731,198
<i>service owed by City</i>	\$0	\$0	\$0	\$0	\$0
<b>Total cost to City if servicing with new</b>	<b>\$1,599,359</b>	<b>\$1,631,347</b>	<b>\$1,663,973</b>	<b>\$1,697,253</b>	<b>\$1,731,198</b>
4.) No Fire District Tax Exists and the City can					
<b>in-kind contribution</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>SCENARIO II</b>					
	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>
<i>If no VFD in annexation area, then</i>					
1.) The City can take over service of the area					
<b>Total cost to City if servicing with existing</b>	<b>\$138,665</b>	<b>\$141,438</b>	<b>\$144,267</b>	<b>\$147,153</b>	<b>\$150,096</b>
2.) The City can take over service of the area					
<b>Total cost to City if servicing with new</b>	<b>\$ 1,599,359</b>	<b>\$ 1,631,347</b>	<b>\$ 1,663,973</b>	<b>\$ 1,697,253</b>	<b>\$ 1,731,198</b>
<b>TOTAL FIRE COST FOR ANNEXATION</b>	<b>\$ 1,600,359</b>	<b>\$ 1,632,347</b>	<b>\$ 1,664,973</b>	<b>\$ 1,698,253</b>	<b>\$ 1,732,198</b>
<b>The City's ISO Rating</b>					
<i>This annexation's potential affect on</i>					
Same	X	If New Station is not Built and Manned			

**City of Jacksonville  
Annexation Analysis**

**Thornwood LLC**

<b>Section 1: Descriptive Data</b>	<b>Cumulative Miles of Line Installed</b>	<b>Size of Meter</b>	<b>Parcel Acreage</b>	<b>Zoning</b>	<b>Average Cost/Sq Mile</b>	<b>Sq Mileage</b>
	6.00	0.62	488.63	3	\$173,496	0.7635

	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>
<b>Section 2: Estimated Operating Expenses</b>					
Average cost for annexation area	\$132,462	\$135,111	\$137,760	\$140,410	\$143,059
Costs of reimbursement	\$0	\$0	\$0	\$0	\$0
Debt Retirement for infrastructure improvements made by the City to support the annexation	\$0	\$0	\$0	\$0	\$0

	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>
<b>Section 3: Revenues</b>					
<b>Fixed charges</b>					
apply appropriate rate by meter size	\$43,879	\$82,624	\$117,400	\$162,213	\$196,756
<b>Volume charges</b>					
volume rate x total per 1,000 gallons x 12 months	\$52,114	\$98,129	\$139,432	\$192,654	\$233,680
Facility Charge (one time fee)	\$526,212	\$464,634	\$417,051	\$537,408	\$414,252

<b>Annexation Costs</b>	<b>\$132,462</b>	<b>\$135,111</b>	<b>\$137,760</b>	<b>\$140,410</b>	<b>\$143,059</b>
<b>Annexation Revenues</b>	<b>\$622,205</b>	<b>\$645,386</b>	<b>\$673,883</b>	<b>\$892,275</b>	<b>\$844,688</b>
<b>Net Gain (or Loss) from Annexation</b>	<b>489,743</b>	<b>510,275</b>	<b>536,122</b>	<b>751,865</b>	<b>701,629</b>

## City of Jacksonville Annexation Analysis

Section 1: Descriptive Data	Cumulative Miles of Line Installed	Size of Meter	Parcel Acreage	County	Average Cost/Sq Mile	Sq Mileage
	6.10	0.62	488.63	3	\$217,770	0.7635
	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030	Fiscal Year 2031	
Section 2: Estimated Operating Expenses						
Average cost for annexation area	\$166,264	\$169,589	\$172,914	\$176,240	\$179,565	
Costs of reimbursement infrastructure improvements made by the City to support the annexation						
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	
Section 3: Revenues						
<b>Fixed charges</b>						
apply appropriate rate by meter size	\$87,104	\$164,015	\$233,050	\$322,007	\$390,579	
<b>Volume charges</b>						
volume rate x total per 1,000 gallons x 12	\$71,470	\$134,577	\$191,220	\$264,211	\$320,475	
<b>Industrial Surcharges</b>						
BOD Charges	\$0	\$0	\$0	\$0	\$0	
SS Charges	\$0	\$0	\$0	\$0	\$0	
Facility Charge (one time fee)	\$632,808	\$558,756	\$501,534	\$646,272	\$498,168	
<b>Annexation Costs</b>	<b>\$166,264</b>	<b>\$169,589</b>	<b>\$172,914</b>	<b>\$176,240</b>	<b>\$179,565</b>	
<b>Annexation Revenues</b>	<b>\$791,382</b>	<b>\$857,348</b>	<b>\$925,804</b>	<b>\$1,232,491</b>	<b>\$1,209,222</b>	
<b>Net Gain (or Loss) from Annexation</b>	<b>625,119</b>	<b>687,759</b>	<b>752,890</b>	<b>1,056,251</b>	<b>1,029,657</b>	

**City of Jacksonville  
Annexation Analysis**

	Total Acreage at Build-out	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Total
		2027	2028	2029	2030	2031	
<b>Thornwood LLC</b>							
<b>Residential Development</b>	488.63	\$41,534	\$41,534	\$41,534	\$41,534	\$41,534	\$207,668
<b>Commercial Development</b>	0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Industrial</b>	0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TIA Estimated Costs</b>		\$0	\$0	\$0	\$0	\$0	\$0
<b>Computer Signal System Costs</b>		\$0	\$0	\$0	\$0	\$0	\$0
<b>FIVE YEAR TRANSPORTATION COSTS FOR ANNEXATION</b>		\$41,534	\$41,534	\$41,534	\$41,534	\$41,534	<b>\$207,668</b>

**City of Jacksonville  
Annexation Analysis**

1/2/2026

<b>Section 1: Descriptive Data</b>	<b>Single Dumpster Cost/Year</b>	<b>Single Family Trash Removal Cost/Year</b>	<b>Single Family Residential Revenue per Unit</b>	<b>Single Family Refuse Container</b>	<b>Commercial Unit Trash Removal Cost/Year</b>
	\$3,158	\$167	\$240	\$129	\$167

	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>
<b>Section 2: Estimated Yearly Solid Waste Costs</b>					
Single Family Units					
Solid Waste Removal	\$31,396	\$59,118	\$84,001	\$116,065	\$140,781
Refuse Containers	\$24,316	\$21,470	\$19,272	\$24,833	\$19,142
Multi-Family Unit Dumpsters	\$0	\$0	\$0	\$0	\$0
Commercial Units	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	\$55,712	\$80,588	\$103,273	\$140,898	\$159,923

	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>
<b>Section 3: Revenues</b>					
<b>Fixed charges</b>					
Annual Charge	\$45,120	\$84,960	\$120,720	\$166,800	\$202,320
Annual Charge per Business	\$0	\$0	\$0	\$0	\$0

<b>Annexation Costs</b>	<b>\$55,712</b>	<b>\$80,588</b>	<b>\$103,273</b>	<b>\$140,898</b>	<b>\$159,923</b>
<b>Annexation Revenues</b>	<b>\$45,120</b>	<b>\$84,960</b>	<b>\$120,720</b>	<b>\$166,800</b>	<b>\$202,320</b>
<b>Net Gain (or Loss) from Annexation</b>	<b>(10,592)</b>	<b>4,372</b>	<b>17,447</b>	<b>25,902</b>	<b>42,397</b>

## City of Jacksonville Annexation Analysis

1/2/2026

**Section 1: Descriptive Data**

**City Population**

72,867

**City Square Mileage**

57.2

**Square Mileage of Annexation Proposal**

0.763

**Parcel Acreage**

488.63

**Fiscal Year  
2027**

**Fiscal Year  
2028**

**Fiscal Year  
2029**

**Fiscal Year  
2030**

**Fiscal Year  
2031**

**Section 2: Parks and Recreational Costs**

Average cost per household per year

\$45,404

\$85,494

\$121,479

\$167,848

\$203,591









# Request for City Council Action

Agenda Item:	<b>6</b>
Date:	1/20/2026

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**Subject:** Public Hearing (*Legislative*) – Satellite Annexation – Blue Creek School Road 2.77 +/- Acres  
**Department:** City Manager's Office  
**Presented by:** Ron Massey, Deputy City Manager  
**Presentation:** Yes

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## Issue Statement

On behalf of Skyline Land Holdings, LLC, Tidewater Associates has submitted a petition for a voluntary satellite annexation of one tract of land totaling 2.77 +/- acres that is not contiguous to the current City limit boundaries.

Located off Blue Creek School Road, the property proposed for annexation abuts the Crestfield Point Apartments, which entered the City limits through satellite annexation in 2020.

The developer proposes to build 12 Single Family Homes with an average value of \$265,000 each.

## Financial Impact

Costs and Revenues are provided in the detailed Annexation Analysis Total Cost-Benefit Summary attached. The financial analysis shows a positive cash flow over the five-year review period.

## Action Needed

- Conduct Public Hearing
- Consider Annexation Ordinance

## Recommendation

Staff recommends that Council adopt the Annexation Ordinance as presented.

Approved:  City Manager  City Attorney

## Attachments:

- A Proposed Ordinance
- B Total Cost Benefit Summary
- C Location Map

**ORDINANCE (2026-XX)**

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF  
THE CITY OF JACKSONVILLE, NORTH CAROLINA**

**SKYLINE LAND HOLDINGS, LLC - 2.77 +/- ACRES**

WHEREAS, the City Council has been petitioned under G. S. 160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of the annexation was held at the Jacksonville City Hall at 5:30 P.M. on the 20th day of January 2026, after due notice of publication on the 8th day of January 2026, and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-58.1, as amended;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-58.2, as amended, the following described territory is hereby annexed and made a part of the City of Jacksonville effective January 20, 2026:

**SKYLINE LAND HOLDINGS, LLC  
2.77 +/- ACRES - BLUE CREEK SCHOOL ROAD  
JACKSONVILLE TOWNSHIP, ONSLOW COUNTY, NC**

A certain tract of land on the North side of Blue Creek School Road, being located 0.04 miles Northwest of the intersection with Surrey Drive (NCSR 1181) and being more particularly described as follows:

Beginning at an Iron Stake found on the Eastern Right-of-Way line of Blue Creek School Road, said Iron Stake being the Southwest corner of Lot 2B, as shown on Map Book 81, Page 162, said Iron Stake being located North 41 degrees 25 minutes 48 seconds West 344.82 feet from a PK. nail found at the intersection of Blue Creek School Road, and Surrey Drive; Thence from said "Point and Place of Beginning" and along the Eastern Right-of-Way line of Blue Creek School Road North 46 degrees 18 minutes 05 seconds West 162.10 feet to an Iron Stake found; Thence leaving said Right-of-Way line North 44 degrees 32 minutes 15 seconds East 557.76 feet to an Iron Stake; Thence South 55 degrees 21 minutes 01 seconds East 117.80 feet to a point on Brinson Creek; Thence along the run of Brinson Creek South 35 degrees 08 minutes 54 seconds West 7.60 feet to a point; Thence South 19 degrees 00 minutes 51 seconds West 55.91 feet to a point; Thence South 18 degrees 52 minutes 37 seconds West 180.46 feet to a point; Thence South 16 degrees 41 minutes 30 seconds West 66.76 feet to a point; Thence South 34 degrees 06 minutes 20 seconds West 43.47 feet to a point; Thence South 02 degrees 07 minutes 54 seconds West 47.84 feet to a point; Thence South 25 degrees 49 minutes 47 seconds West 53.55 feet to a point; Thence South 18 degrees 29 minutes 41 seconds West 37.54 feet to a point;



Thence South 66, degrees 14 minutes 48 seconds West 18.64 feet to an Iron Stake; Thence leaving said Brinson Creek North 46 degrees 51 minutes 34 seconds West 149.36 feet to an Iron Stake; Thence South 81 degrees 34 minutes 45 seconds West 14.75 feet to an Iron Stake; Thence South 43 degrees 01 minutes 02 seconds West 100.75 feet to the "Point and Place of Beginning".

Said track containing 2.769 acres and being the same property as shown as Lot 2B, on Map Book 81, Page 162. All bearings are correct and their angular relation to GPS Grid North NAD '83 (2011). Distances are horizontal ground U.S. Survey Feet. Area calculated by the coordinate method.

Section 2. Upon and after the 20th day of January 2026, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Jacksonville and shall be entitled to the same privileges and benefits as other parts of the City of Jacksonville. Said territory shall be subject to municipal taxes according to G. S. 160A-58.10.

Section 3. The Mayor of the City of Jacksonville shall cause to be recorded in the Office of the Register of Deeds of Onslow County, and in the Office of the Secretary of State, Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted by the City Council of the City of Jacksonville in regular session this 20th day of January 2026.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Rose R. Marshburn, City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I, \_\_\_\_\_, a Notary Public for the aforesaid State and Onslow County, hereby certify that Rose R. Marshburn personally came before me this date and acknowledged that she is the City Clerk of the City of Jacksonville, a municipal corporation, and that by authority duly given and as the fact of said corporation, the aforementioned instrument was signed in its name by Sammy Phillips, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

\_\_\_\_\_  
Notary

My commission expires: \_\_\_\_\_

**City of Jacksonville**

**Blue Creek School Rd**

**Completion of project will have 12 single family dwellings**

	<b>Fiscal Year*</b> <b>2027</b>	<b>Fiscal Year*</b> <b>2028</b>	<b>Fiscal Year*</b> <b>2029</b>	<b>Fiscal Year*</b> <b>2030</b>	<b>Fiscal Year*</b> <b>2031</b>	<b>5 Year</b> <b>Total</b>
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**Section 1: Total Revenues**

Property Taxes	\$20,156	\$20,167	\$20,179	\$20,190	\$20,202	\$100,894
Sales Tax	\$7,356	\$7,356	\$7,356	\$7,356	\$7,356	\$36,779
Powell Bill (Gas Tax)	\$716	\$730	\$745	\$760	\$775	\$3,726
Utility FranchiseTax	\$1,603	\$1,635	\$1,668	\$1,701	\$1,735	\$8,341
Water Revenues	\$39,715	\$6,127	\$6,127	\$6,127	\$6,127	\$64,224
Sewer Revenues	\$50,514	\$10,122	\$10,122	\$10,122	\$10,122	\$91,001
Solid Waste	\$2,880	\$2,880	\$2,880	\$2,880	\$2,880	\$14,400
Stormwater Revenues	\$720	\$720	\$720	\$720	\$720	\$3,600
<b>Total Estimated Revenues</b>	\$123,659	\$49,737	\$49,796	\$49,856	\$49,917	\$322,964
<b>Discounted Revenues</b>	\$123,659	\$48,762	\$47,862	\$46,980	\$46,115	\$313,379

**Section 2: Total Expenditures**

Police	\$13,486	\$13,756	\$14,031	\$14,312	\$14,598	\$70,183
Fire	\$10,067	\$10,248	\$10,433	\$10,622	\$10,814	\$52,183
Water	\$751	\$766	\$781	\$796	\$811	\$3,905
Sewer	\$943	\$961	\$980	\$999	\$1,018	\$4,901
Transportation	\$235	\$235	\$235	\$235	\$235	\$1,177
Solid Waste	\$3,556	\$2,004	\$2,004	\$2,004	\$2,004	\$11,572
Parks and Recreation	\$2,898	\$2,898	\$2,898	\$2,898	\$2,898	\$14,490
Stormwater	\$237	\$237	\$237	\$237	\$237	\$1,185
	\$4,323	\$866	\$882	\$899	\$916	\$7,885
<b>Total Estimated Expenditures</b>	\$36,495	\$31,971	\$32,482	\$33,002	\$33,531	\$158,412
<b>Discounted Expenditures</b>	\$36,495	\$31,344	\$31,221	\$31,098	\$30,977	\$161,136

**Total Discounted Net Revenues (Expenditures)**

	<b>\$87,164</b>	<b>\$17,417</b>	<b>\$16,642</b>	<b>\$15,882</b>	<b>\$15,138</b>	<b>\$152,242</b>
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\*Fiscal Year runs from July 1 through June 30 of the year listed.

**Equivalent Police Officers Required**

	0.104	0.104	0.104	0.104	0.104	0.104
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**The City's ISO Rating is Class 1 (91.54).**

**This annexation's potential affect on this**

<b>Same</b>	-	If New Station is not Built and Manned
<b>Better</b>	-	If New Station is not Built and Manned
<b>Worse</b>	<b>X</b>	If New Station is not Built and Manned

Attachment

**B**

**City of Jacksonville  
Annexation Analysis**

<b>Blue Creek School Rd</b>	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>	<b>5 Year Total</b>
<b>Revenue Source</b>						
Property Taxes	\$20,156	\$20,167	\$20,179	\$20,190	\$20,202	\$100,894
Sales Tax	\$7,356	\$7,356	\$7,356	\$7,356	\$7,356	\$36,779
Powell Bill (Gas Tax)	\$716	\$730	\$745	\$760	\$775	\$3,726
Utility FranchiseTax	\$1,603	\$1,635	\$1,668	\$1,701	\$1,735	\$8,341
Business Tax	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Estimated Revenues</b>	\$29,830	\$29,888	\$29,947	\$30,007	\$30,068	\$149,740

**City of Jacksonville**

<b>Blue Creek School Rd</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>Total</b>
<b>Section 1: Real Property Calculations</b>						
	\$3,214,430	\$3,214,430	\$3,214,430	\$3,214,430	\$3,214,430	\$16,072,150
<b>Section 2: Personal Property Calculations</b>						
<i>Number of Dwellings</i>	12	12	12	12	12	
<i>Average Number of Cars Per Dwelling</i>	2	2	2	2	2	
<i>Number of Cars</i>	24	24	24	24	24	
<i>Average Value Per Car</i>	\$8,009	\$8,089	\$8,170	\$8,252	\$8,334	
<b>Total Personal Property</b>	\$192,216	\$194,138	\$196,080	\$198,040	\$200,021	\$980,495
<b>Total Tax Value</b>	\$ 3,406,646	\$ 3,408,568	\$ 3,410,510	\$ 3,412,470	\$ 3,414,451	
<b>Tax Rate per \$100 valuation</b>	<b>0.6000</b>	<b>0.6000</b>	<b>0.6000</b>	<b>0.6000</b>	<b>0.6000</b>	
<b>Total Tax Levy</b>	\$ 20,440	\$ 20,451	\$ 20,463	\$ 20,475	\$ 20,487	
<b>Collection Rate</b>	<b>0.9861</b>	<b>0.9861</b>	<b>0.9861</b>	<b>0.9861</b>	<b>0.9861</b>	
<b>Total Estimated Tax Revenue</b>	<b>\$20,156</b>	<b>\$20,167</b>	<b>\$20,179</b>	<b>\$20,190</b>	<b>\$20,202</b>	<b>\$100,894</b>

**City of Jacksonville**

<b>Blue Creek School Rd</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>Total</b>
<b>Section 1: Sales Tax Calculations</b>						
<i>Sales Tax Revenue Per 1,000 Residents</i>	\$244,216	\$244,216	\$244,216	\$244,216	\$244,216	
<i>Parcel Population</i>	30	30	30	30	30	
<b>Total Sales Tax Revenue</b>	\$7,356	\$7,356	\$7,356	\$7,356	\$7,356	\$36,779
<b>Section 2: Gas Tax Calculations (Powell Bill)</b>						
<u>75% Allocation Based on Per Capita Population</u>						
<i>Per Capita Reimbursement Rate</i>	\$24	\$24	\$25	\$25	\$26	
<i>Parcel population</i>	30	30	30	30	30	
<i>Subtotal for Per Capita</i>	\$716	\$730	\$745	\$760	\$775	\$3,726
<u>25% Allocation Based on Non-State Street Miles</u>						
<i>Number of Non-State Street Miles</i>	0	0	0	0	0	
<i>Subtotal for Street Miles</i>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Gas Tax Calculations</b>	\$716	\$730	\$745	\$760	\$775	\$3,726
<b>Section 3: Utility Tax Calculations</b>						
<i>Utility Tax Per 1000 Residents</i>	\$53,215	\$54,279	\$55,365	\$56,472	\$57,602	
<i>Parcel Population</i>	30	30	30	30	30	
<b>Total Utility Tax Calculations</b>	\$1,603	\$1,635	\$1,668	\$1,701	\$1,735	\$8,341
<b>Total Revenues</b>	\$9,675	\$9,721	\$9,768	\$9,816	\$9,866	\$48,846

## City of Jacksonville Annexation Analysis

### Section 1: Descriptive Data

Number of Authorized Sworn Officers	City Population	City Square Mileage	Average Personnel Costs	Average Operating Cost	Average Capital Cost	Total Officer Cost
144	72,867	57.2	\$89,613	\$32,162	\$8,421	\$130,196

### Section 2: Ratios

Average Number of Square Miles Per Sworn Officer	0.40	Jacksonville Actual		0.42	National Standard	
Average Number of People Per Sworn Officer	506.02	Jacksonville Actual		415	National Standard	
Average Number of Calls for Service Per Sworn Officer	539.40	Jacksonville Actual		604.00	National Standard	
Average Number of Commercial Buildings Per Sworn Officer	10.42	Jacksonville Actual		12.70	National Standard	
Average Number of Homes Per Sworn Officer	115.85	Jacksonville Actual		171.50	National Standard	

### Section 3: Average Total Cost Per Officer

	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030	Fiscal Year 2031	5 Year Totals
Average Cost Per Officer	\$130,196	\$132,800	\$135,456	\$138,165	\$140,928	\$677,546
<b>Average Total Cost Per Officer</b>	<b>\$130,196</b>	<b>\$132,800</b>	<b>\$135,456</b>	<b>\$138,165</b>	<b>\$140,928</b>	<b>\$677,546</b>

### Section 4: Five-Year Parcel Data

	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030	Fiscal Year 2031	
Square Mileage	0.004	0.004	0.004	0.004	0.004	0.004
Commercial Buildings	0	0	0	0	0	0
Population	30	30	30	30	30	30
Complaints	22.59	22.59	22.59	22.59	22.59	22.59
Homes	12	12	12	12	12	12

### Section 5: Five-Year Cost Projection

	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030	Fiscal Year 2031	5 Year Totals
Per Square Mile	\$1,419	\$1,447	\$1,476	\$1,505	\$1,536	\$7,383
Per Commercial Building	\$0	\$0	\$0	\$0	\$0	\$0
Per 1,000 Population	\$7,750	\$7,905	\$8,063	\$8,224	\$8,389	\$40,330
Per # Homes	\$13,486	\$13,756	\$14,031	\$14,312	\$14,598	\$70,183
Equivalent Officers Needed	0.104	0.104	0.104	0.104	0.104	0.104

**City of Jacksonville  
Annexation Analysis**

1/2/2026

<b>Data</b>					
<b>Number of Fire Stations</b>	<b>City Population</b>	<b>City Square Mileage</b>	<b>Total Department Cost</b>	<b>ISO Max. Sq. Mi. to Service</b>	<b>Square Miles of Annexation Proposal</b>
4	72,867	57.2	\$10,388,750	5	0.004
<b>SCENARIO I</b>					
	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>
<i>If VFD present in annexation area, then one of four things can</i>					
1.) The City can enter into a contract with the VFD and allow them					
<b>Total Cost to City if enter into contract with VFD</b>	\$0	\$0	\$0	\$0	\$0
2.) The City can take over service of the annexation area with an					
<i>Portion of cost to operate existing station</i>	\$786	\$802	\$818	\$834	\$851
<i>Portion of the VFD's debt service owed by City</i>	\$0	\$0	\$0	\$0	\$0
<b>Total cost to City if servicing with existing station</b>	<b>\$786</b>	<b>\$802</b>	<b>\$818</b>	<b>\$834</b>	<b>\$851</b>
3.) The City can take over service of the annexation area with a					
<i>Portion of cost to build new station</i>	\$9,067	\$9,248	\$9,433	\$9,622	\$9,814
<i>service owed by City</i>	\$0	\$0	\$0	\$0	\$0
<b>Total cost to City if servicing with new station</b>	<b>\$9,067</b>	<b>\$9,248</b>	<b>\$9,433</b>	<b>\$9,622</b>	<b>\$9,814</b>
4.) No Fire District Tax Exists and the City can					
<b>in-kind contribution</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>SCENARIO II</b>					
	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>
<i>If no VFD in annexation area, then</i>					
1.) The City can take over service of the area with an existing station.					
<b>Total cost to City if servicing with existing station</b>	<b>\$786</b>	<b>\$802</b>	<b>\$818</b>	<b>\$834</b>	<b>\$851</b>
2.) The City can take over service of the area with a new station.					
<b>Total cost to City if servicing with new station</b>	\$ 9,067	\$ 9,248	\$ 9,433	\$ 9,622	\$ 9,814
<b>TOTAL FIRE COST FOR ANNEXATION</b>	\$ 10,067	\$ 10,248	\$ 10,433	\$ 10,622	\$ 10,814
<b>The City's ISO Rating is Class 1 (91.54). This annexation's potential affect on this rating:</b>					
<b>Same</b>					
<b>Better</b>					
<b>Worse</b>	<b>X</b>				

**City of Jacksonville  
Annexation Analysis**

**Blue Creek School Rd**

<b>Section 1: Descriptive Data</b>	<b>Cumulative Miles of Line Installed</b>	<b>Size of Meter</b>	<b>Parcel Acreage</b>	<b>Zoning</b>	<b>Average Cost/Sq Mile</b>	<b>Sq Mileage</b>
	0.10	0.62	2.77	3	\$173,496	0.0043
	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>	
<b>Section 2: Estimated Operating Expenses</b>						
Average cost for annexation area	\$751	\$766	\$781	\$796	\$811	
Costs of reimbursement	\$0	\$0	\$0	\$0	\$0	
Debt Retirement for infrastructure improvements made by the City to support the annexation	\$0	\$0	\$0	\$0	\$0	
	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>	
<b>Section 3: Revenues</b>						
<b>Fixed charges</b>						
apply appropriate rate by meter size	\$2,801	\$2,801	\$2,801	\$2,801	\$2,801	
<b>Volume charges</b>						
volume rate x total per 1,000 gallons x 12 months	\$3,326	\$3,326	\$3,326	\$3,326	\$3,326	
Facility Charge (one time fee)	\$33,588	\$0	\$0	\$0	\$0	
<b>Annexation Costs</b>	<b>\$751</b>	<b>\$766</b>	<b>\$781</b>	<b>\$796</b>	<b>\$811</b>	
<b>Annexation Revenues</b>	<b>\$39,715</b>	<b>\$6,127</b>	<b>\$6,127</b>	<b>\$6,127</b>	<b>\$6,127</b>	
<b>Net Gain (or Loss) from Annexation</b>	<b>38,964</b>	<b>5,361</b>	<b>5,346</b>	<b>5,331</b>	<b>5,316</b>	



**City of Jacksonville  
Annexation Analysis**

**Blue Creek School Rd**

		Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	
	Total Acreage at Build-out	2027	2028	2029	2030	2031	Total
<b>Residential Development</b>	2.77	\$235	\$235	\$235	\$235	\$235	\$1,177
<b>Commercial Development</b>	0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Industrial Development</b>	0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TIA Estimated Costs</b>		\$0	\$0	\$0	\$0	\$0	\$0
<b>Computer Signal System Costs</b>		\$0	\$0	\$0	\$0	\$0	\$0
<b>FIVE YEAR TRANSPORTATION COSTS FOR ANNEXATION</b>		\$235	\$235	\$235	\$235	\$235	<b>\$1,177</b>

## City of Jacksonville Annexation Analysis

1/2/2026

Section 1: Descriptive Data	Single Dumpster Cost/Year	Single Family Trash Removal Cost/Year	Single Family Residential Revenue per Unit	Single Family Refuse Container	Commercial Unit Trash Removal Cost/Year
	\$3,158	\$167	\$240	\$129	\$167
	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030	Fiscal Year 2031
<b>Section 2: Estimated Yearly Solid Waste Costs</b>					
Single Family Units Solid Waste Removal	\$2,004	\$2,004	\$2,004	\$2,004	\$2,004
Refuse Containers	\$1,552	\$0	\$0	\$0	\$0
Multi-Family Unit Dumpsters	\$0	\$0	\$0	\$0	\$0
Commercial Units	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	\$3,556	\$2,004	\$2,004	\$2,004	\$2,004
	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030	Fiscal Year 2031
<b>Section 3: Revenues</b>					
<b>Fixed charges</b>					
Annual Charge	\$2,880	\$2,880	\$2,880	\$2,880	\$2,880
Annual Charge per Business	\$0	\$0	\$0	\$0	\$0
<b>Annexation Costs</b>	\$3,556	\$2,004	\$2,004	\$2,004	\$2,004
<b>Annexation Revenues</b>	\$2,880	\$2,880	\$2,880	\$2,880	\$2,880
<b>Net Gain (or Loss) from Annexation</b>	(676)	876	876	876	876



**City of Jacksonville  
Annexation Analysis**

1/2/2026

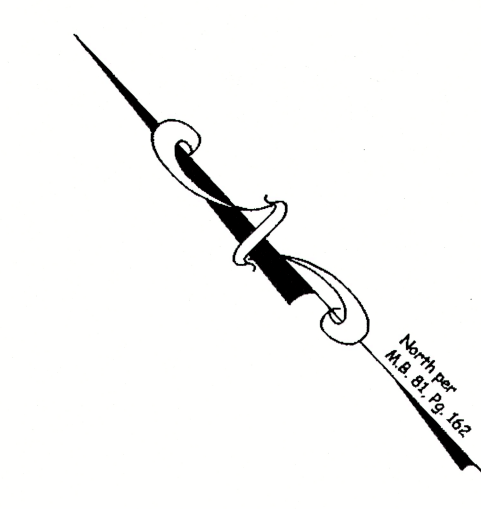
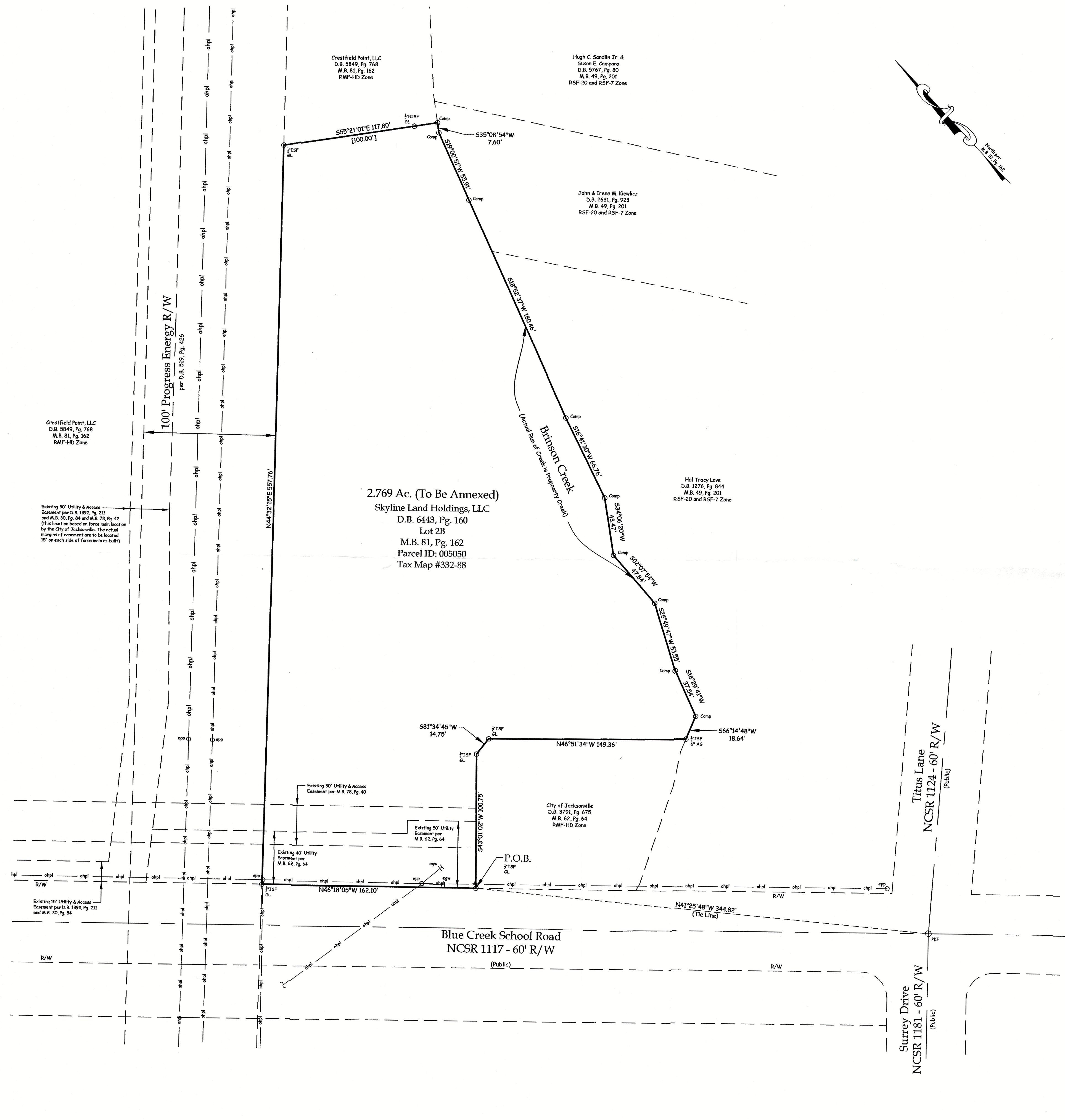
<b>Section 1: Descriptive Data</b>	<b>Blue Creek School Rd</b>	<b>City Square Mileage</b>	<b>Square Mileage of Annexation Proposal</b>	<b>Parcel Acreage</b>	<b>Annual Residential Fee</b>
	72,867	57.2	0.004	2.77	\$ 60

	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>
<b>Section 2: Stormwater Costs</b>					
per sq ft (ERU) streets/sidewalks	\$0	\$0	\$0	\$0	\$0
Residential - Average cost per sq ft (ERU)	\$237	\$237	\$237	\$237	\$237

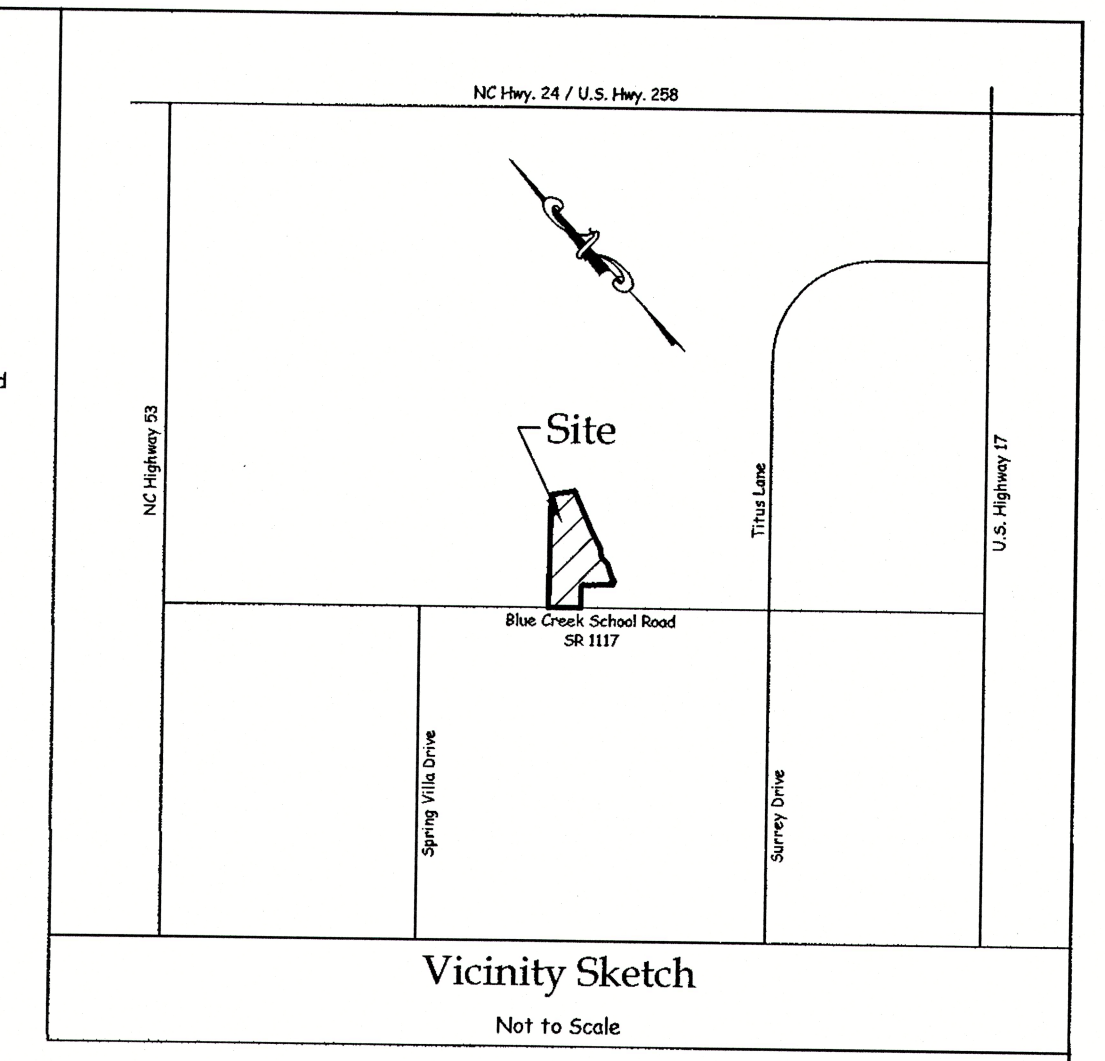
	<b>Fiscal Year 2027</b>	<b>Fiscal Year 2028</b>	<b>Fiscal Year 2029</b>	<b>Fiscal Year 2030</b>	<b>Fiscal Year 2031</b>
<b>Fixed charges</b>					
Annual Charge per Home	\$720	\$720	\$720	\$720	\$720
Annual Charge for streets/sidewalks	\$0	\$0	\$0	\$0	\$0

<b>Annexation Costs</b>	<b>\$237</b>	<b>\$237</b>	<b>\$237</b>	<b>\$237</b>	<b>\$237</b>
<b>Annexation Revenues</b>	<b>\$720</b>	<b>\$720</b>	<b>\$720</b>	<b>\$720</b>	<b>\$720</b>
<b>Net Gain (or Loss) from Annexation</b>	<b>483</b>	<b>483</b>	<b>483</b>	<b>483</b>	<b>483</b>





- Legend:**
- Ac. - Acres
  - Comp - Computed Point
  - D.B. - Deed Book
  - egw - Existing Guy Wire
  - epw - Existing Power Pole
  - ISF - Iron Stake Found
  - M.B. - Map Book
  - NCSR - North Carolina Secondary Road
  - Pg. - Page
  - PKF - PK Nail Found
  - RISF - Reference Iron Stake Found
  - R/W - Right-of-way
  - POB - Point of Beginning
  - ohpl - Overhead Power Line

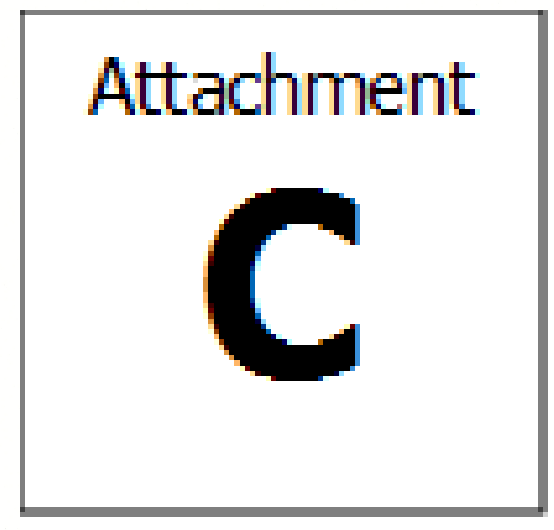


I certify that this map was drawn under my supervision from an actual survey made under my supervision with reference source noted; that the boundaries not surveyed are indicated as dashed / computed from reference source; that this map meets the requirements of the standards of practice for Land Surveying in NC (21NCA56.1600). Ratio of precision / average positional accuracy is 0.08."

*Stacy L. Batchelor*  
 Stacy L. Batchelor, PLS: L-4750 Date: 11-10-2025



- Notes:**
1. All distances are horizontal ground, U.S. survey feet.
  2. All acreage calculated by coordinates.
  3. No Register of Deed search done by or furnished to surveyor regarding deed or covenant restrictions.
  4. Adjoining owner and street information per Onslow County Tax Records.
  5. The existence of a utility may imply the existence of an easement.



**Annexation Map**  
**TRACT ON BLUE CREEK SCHOOL ROAD**  
**TAX MAP #332-88**  
 Jacksonville Twp., Onslow Co., North Carolina

**Owner:**  
**Skyline Land Holdings, LLC**  
 503 New Bridge Street, Suite 100  
 Jacksonville, North Carolina 28540  
 (910) 548-7575

**DATE: 10/23/2025**  
**SCALE: 1"=40'**  
 GRAPHIC SCALE: 1"=40'  
 0 40 80 120 FEET

**TIDEWATER ASSOCIATES, INC.**  
 Consulting Engineers - Land Surveyors - Land Planners  
 Jacksonville, North Carolina  
 P.O. Box 976 - 306 New Bridge Street - 28540  
 Phone (910) 455-2414 - www.TidewaterENC.com  
 Firm License Number: F-0108



Field Book: N/A  
 Disk Name: Acad #2249  
 Filename: Southwest Villas - Annex Map.dwg KHW  
 Job No.: 5250904-8914



# Request for City Council Action

Agenda Item:	<b>7</b>
Date:	1/20/2026

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**Subject:** Public Hearing (*Legislative*) Unified Development Ordinance (UDO) Text Amendment – Amendment to Article 5. Development Standards, Section 5.1 Off-Street Parking, Loading and Circulation

**Department:** Planning and Inspections

**Presented by:** Ryan King, Director of Planning & Inspections

**Presentation:** Yes

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## Issue Statement

Development standards were introduced with the adoption of the Unified Development Ordinance (UDO). These standards provide uniformity for development in the City and promote compatible standards between various uses. Tidewater Associates Inc. has submitted this UDO Text Amendment which proposes to amend Article 5 Development Standards, Section 5.1 Off-Street Parking, Loading and Circulation to adjust the area available for vehicular use in front of a dwelling. In conjunction with this request, City staff is proposing additional amendments as a result of Council’s recent amendment to Chapter 23 of the Municipal Code.

## Financial Impact

None

## Action Needed

Conduct Public Hearing

Consider the Unified Development Ordinance Text Amendment, which is consistent with the adopted CAMA Plan, Policy 38.2 “Revise the development regulations to be responsive to innovative development proposals and existing conditions.”

## Recommendation

Staff and the Planning Advisory Board recommend that City Council approve the UDO text amendment found in Attachment A. The proposed amendments are consistent with the adopted CAMA Plan, policy 38.2 and are reasonable and in the public interest.

Approved:  City Manager  City Attorney

## Attachments:

- A Unified Development Ordinance Text Amendment
- B Application of UDO Amendment



# Staff Report

Agenda  
Item: **7**

Public Hearing (*Legislative*) Unified Development Ordinance (UDO) Text Amendment – Amendment to Article 5. Development Standards, Section 5.1 Off-Street Parking, Loading and Circulation

## **Introduction**

Tidewater Associates Inc. has submitted this UDO Text Amendment which proposes to amend Article 5 Development Standards, Section 5.1 Off-Street Parking, Loading and Circulation to adjust the area available for vehicular use in front of a dwelling.

Due to recent increase in single family dwelling development on average lot sizes that are smaller than those in the past, it has been determined that there is inadequate area for vehicular parking in front of dwellings. Staff supports the proposed amendment and is also proposing additional amendments as a result of Council's recent amendment to Chapter 23 of the Municipal Code and to create additional clarity within this section.

Jacksonville Planning staff believes this amendment will:

- Move the standards into the UDO (not City Code) since that is:
  - Applicable to the City Limits and Extraterritorial jurisdiction (ETJ).
  - Source for design professionals to determine development requirements.
- Address challenges and concerns some citizens and designers have experienced.
- Support's City Council's Goal #4 Assess and appropriately respond to the needs and quality of life of the community. Additionally, this is part of staff's review of the Unified Development Ordinance (UDO).

## **Notable Dates**

- September 30, 2025 Tidewater Associates Inc., submitted the application found in Attachment B.
- December 8, 2025 the Planning Advisory Board recommended approval of the UDO text amendment prior to the additional modifications now being proposed.
- January 12, 2026 the Planning Advisory Board recommended approval of the proposed text amendment.
- January 20, 2026 City Council will conduct a public hearing and consider this request.

## **Nonconforming Assessment**

This proposed amendment should not create any nonconformities as the standards being proposed are less restrictive. In addition, many of these standards were not in existence prior to the adoption of the UDO in 2014 and/or were already within the Manual of Specifications, Standards, and Design (MSSD) or municipal code.

## **Public Hearing Notification Assessment**

"Before adopting, amending, or repealing any ordinance authorized by this Article, the City Council shall hold a public hearing on it. A notice of the public hearing will be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date fixed for the hearing." Notifications in accordance with North Carolina General Statutes were followed.

## **NCGS 160D-601 (Downzoning) Assessment**

No amendment to zoning regulations or a zoning map that down-zones property shall be initiated, enacted, or enforced without the written consent of all property owners whose property is the subject of the down-zoning amendment. For purposes of this section, "down-zoning" means a zoning ordinance that affects an area of land in one of the following ways:

- (1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.
- (2) By reducing the permitted uses of the land that are specified in a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage.
- (3) By creating any type of nonconformity on land not in a residential zoning district, including a nonconforming use, nonconforming lot, nonconforming structure, nonconforming improvement, or nonconforming site element.

While the applicant's proposal would not create a "Down Zoning", if approved, this amendment could not be easily reversed in the future without written consent of all property owners. This is due to the recent modification of NCGS 160D-601 which was part of the downzoning component of SB382. This and any future Unified Development Ordinance (UDO) amendments should have this factored into the City's decision-making process.

## **Options**

### 1) Recommend approval of the UDO text amendment found in Attachment A **(Staff & Planning Advisory Board Recommended)**

- Pros: Consolidates the design elements of both the MSSD and UDO (no longer in the municipal code), creates additional vehicular use area in front of homes, provide clarifying language within the UDO.

- Cons: Provided that the downzoning components remain in NCGS 160D-601, City Council would not be able to easily amend the regulations should the changes create undesirable or negative impacts within the community.

2) Deny the UDO text amendment found in Attachment A

- Pros: Due to changes that have occurred in NCGS 160D-601, City Council would not be able to easily amend the regulations should the requested changes create undesirable or negative impacts within the community. Unintended consequences are always a concern.
- Cons: Would not create additional area for vehicular use area in front of dwellings. Due to the recent City Code amendment, there are currently some design elements that would not be enforceable.

3) Defer action on the UDO text amendment or amendments.

- Pros: Deferral would allow staff sufficient time to address any concerns that the City Council may have.  
Cons: Delays the City's response to the concerned citizens/designers. Additionally, the municipal code amendments were approved on November 18, 2025.



# Draft Planning Advisory Board Minutes – January 12, 2026

Agenda Item: <b>7</b>
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Public Hearing (*Legislative*) Unified Development Ordinance (UDO) Text Amendment – Amendment to Article 5. Development Standards, Section 5.1 Off-Street Parking, Loading and Circulation

Development standards were introduced with the adoption of the Unified Development Ordinance (UDO). These standards provide uniformity for development in the City and promote compatible standards between various uses. Tidewater Associates Inc. has submitted this UDO text amendment which proposes to amend Article 5 Development Standards, Section 5.1 Off-Street Parking, Loading and Circulation to adjust the area available for vehicular use in front of a dwelling. In conjunction with this request, City staff is proposing additional amendments as a result of Council’s recent amendment to Chapter 23 of the Municipal Code.

The Planning Advisory Board reviewed and recommended approval of the proposed changes at the December 8, 2025 regular meeting, however, staff is requesting a modification specific to driveways in residential zoning districts prior to City Council consideration.

Ryan King emphasized the only adjustment that has occurred since the Planning Advisory Board was to allow for a driveway standard of 15 feet minimum distance between a residential driveway and side corner lot line, while non-residential would remain at 50 feet. Staff believes the separate standards address the unique needs of different zoning districts.

Chase Popkin asked if the proposed text amendment will create nonconformities.

Ryan King explained that nonconformities would have been created without the clarification that the 15 ft. minimum distance is allowed in residentially zoned areas.

**Dr. Doug Lesan moved to recommend approval of the UDO text amendment as presented as it is consistent with the adopted CAMA Plan’s Policy 38.2 and is reasonable and in the public interest. Nicholas Semanderes seconded the motion.**

**The motion was unanimously approved by the Board Members present.**



# Planning Advisory Board Minutes – December 8, 2025

Agenda Item:	<b>7</b>
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Public Hearing (*Legislative*) Unified Development Ordinance (UDO) Text Amendment – Amendment to Article 5. Development Standards, Section 5.1 Off-Street Parking, Loading and Circulation

Development standards were introduced with the adoption of the Unified Development Ordinance (UDO). These standards provide uniformity for development in the City and promote compatible standards between various uses. Tidewater Associates Inc. submitted this UDO text amendment which proposes to amend Article 5 Development Standards, Section 5.1 Off-Street Parking, Loading and Circulation to adjust the area available for vehicular use in front of a dwelling. In conjunction with this request, City staff is proposing additional amendments as a result of Council’s recent amendment to Chapter 23 of the Municipal Code.

The proposed amendments are consistent with the adopted CAMA Plan, policy 38.2 and are reasonable and in the public interest. Staff recommends the Planning Advisory Board recommend that City Council approve the UDO text amendment found in Attachment A.

Staff noted that the agenda was sent to the Applicant; as of the time of this meeting, staff had not received a response from the Applicant.

**Homer Spring moved to recommend approval of the UDO text amendment found on Attachment A as it is consistent with the adopted CAMA Plan’s Policy 38.2 and is reasonable and in the public interest. Dr. Lesan seconded the motion.**

**The motion was unanimously approved by the Board Members present.**

**ORDINANCE (# 2026 - )**  
**AN ORDINANCE AMENDING THE CITY OF JACKSONVILLE UNIFIED DEVELOPMENT ORDINANCE**

**BE IT ORDAINED** by the Jacksonville City Council that the Unified Development Ordinance be amended as follows. Underlining indicates a proposed addition to the text. ~~Strikethrough~~ indicates the deletion of existing text.

**5.1 Off-Street Parking, Loading, and Circulation**

**D. Off-Street Parking Standards**

**9. Single-Family Residential Development**

Off-street parking serving single-family detached, duplex, or two- to four-family dwellings and located within front yard and/or corner side yard areas shall comply with the following standards:

**(a) Parking in Vehicular Use Area Required**

Vehicles, whether parked or stored, shall be located in a vehicular use area. For the purposes of this subsection, "vehicles" shall include, but not be limited to, passenger vehicles, all trucks under 20,000 pounds of gross vehicle weight, vans, golf carts, or other similar vehicles, whether operable or otherwise.

**(b) Maximum Area Available for Vehicular Use**

Vehicular use areas located within the ~~first 40 feet of the~~ front or corner side yard setback (as measured from the edge of the street right-of-way) shall be limited to ~~the lesser of 33~~ 45 percent of the entire front and/or corner side yard area, ~~or 750 square feet~~ (see Figure 5.1.E, Single-Family Residential Parking). Nothing in this subsection shall be construed to limit the size of the vehicular use area located beyond the ~~first 40 feet of a~~ front or corner side yard area setback.

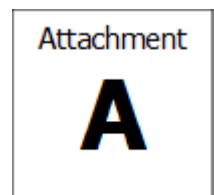
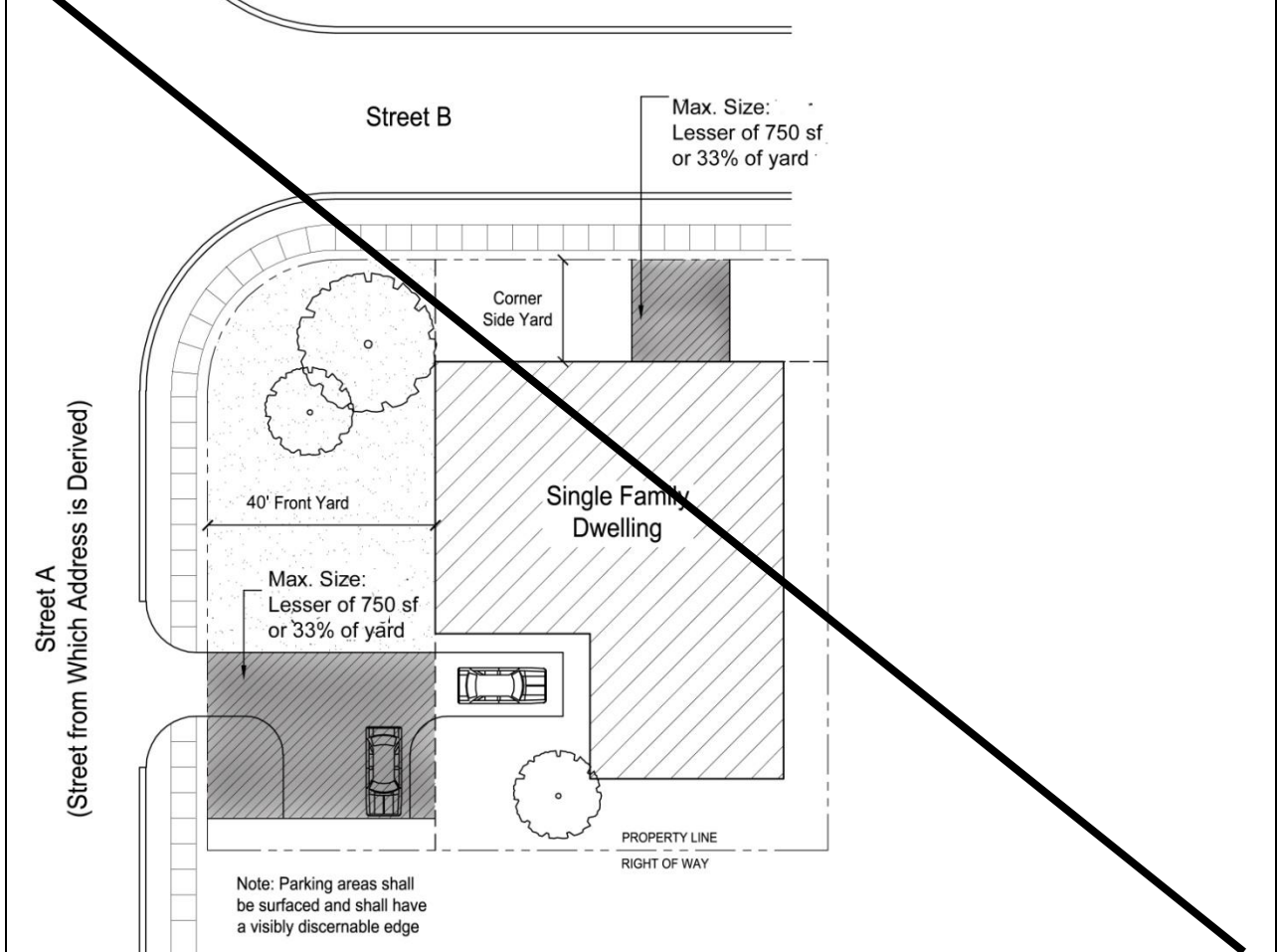
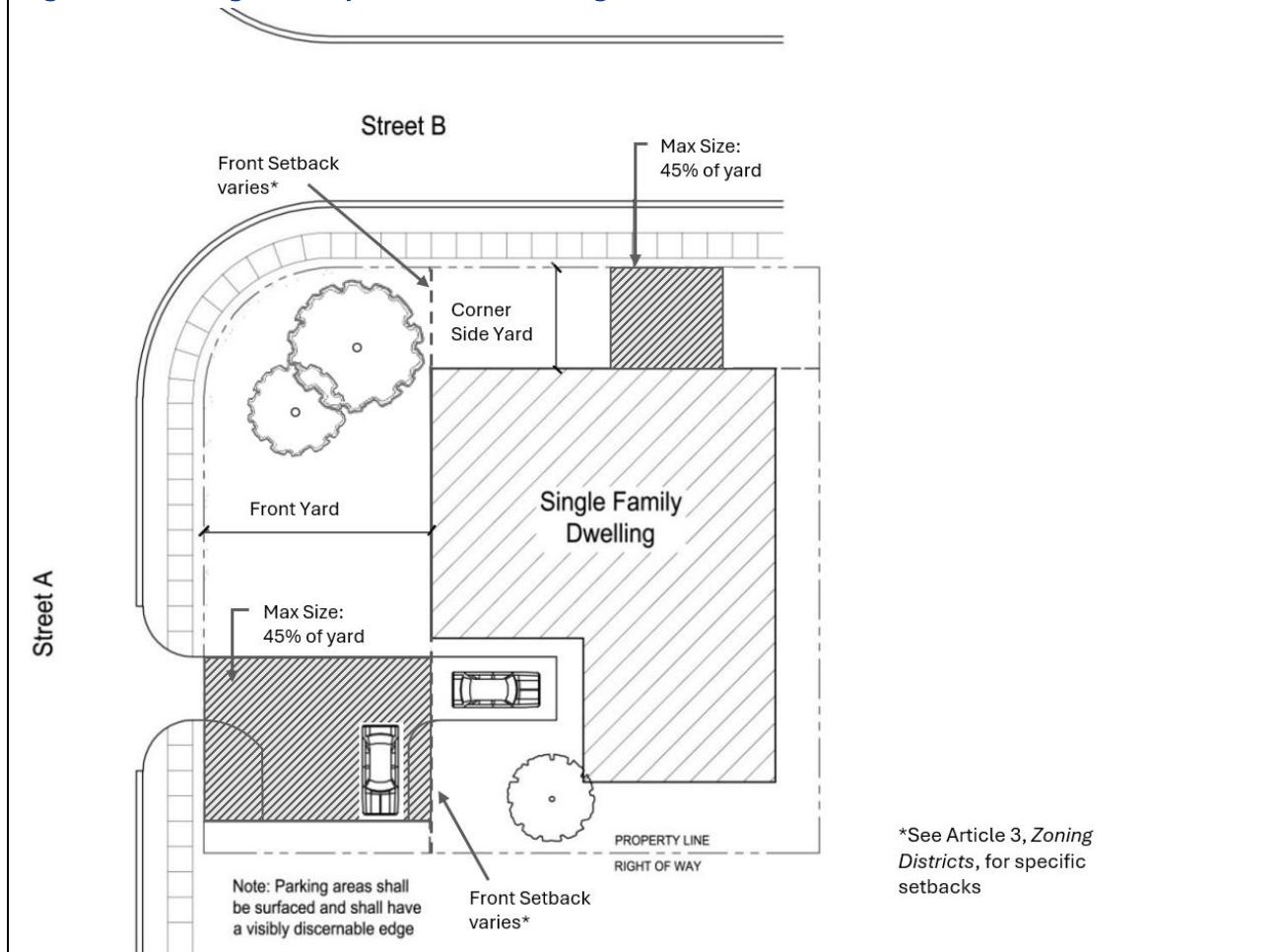


Figure 5.1.E: Single Family Residential Parking



**Figure 5.1.E: Single Family Residential Parking**



## L. Off-Street Circulation

### 2. Driveway Width

Except for driveways serving single family detached, duplex, mobile home, two to four family dwellings, and individual townhouse units, All driveways shall comply with the following minimum width requirements:

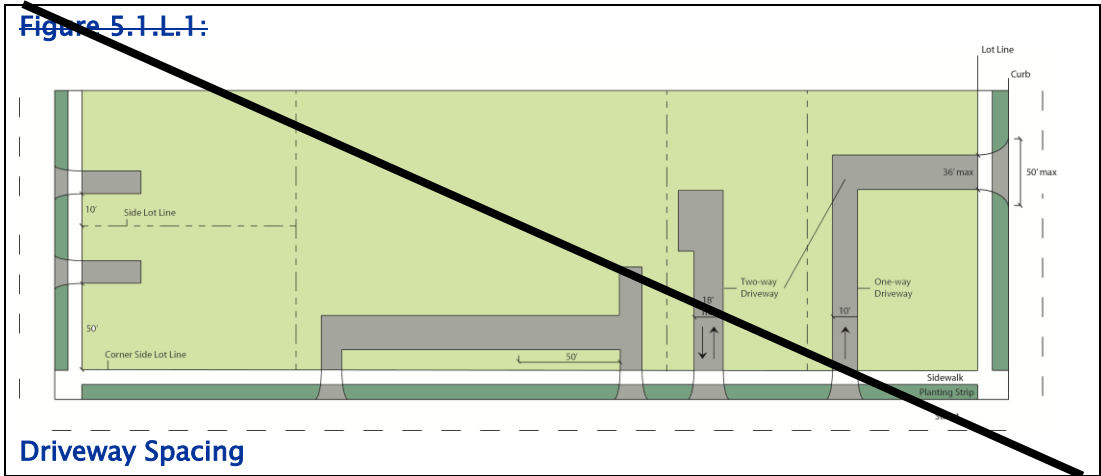
- (1) One-way driveways shall have a minimum width of at least ~~ten~~ twelve feet as measured from the at right of way back-of-curb, or edge-of-paving. Internal parking lot driveway way widths for one way traffic can be reduced to ten feet unless a greater width is required per Table 5.1.2: Dimensional Standards for Parking Spaces and Aisles. Internal driveways can be measured at the face-of-curb, or edge of pavement when there is no curbing; and
- (2) Two-way driveways shall have a minimum width of at least 18 feet measured at the right of way and a maximum width of 36 feet, unless

waived by the NCDOT or per the Manual of Specifications, Standards, and Designs (MSSD), whichever is applicable.

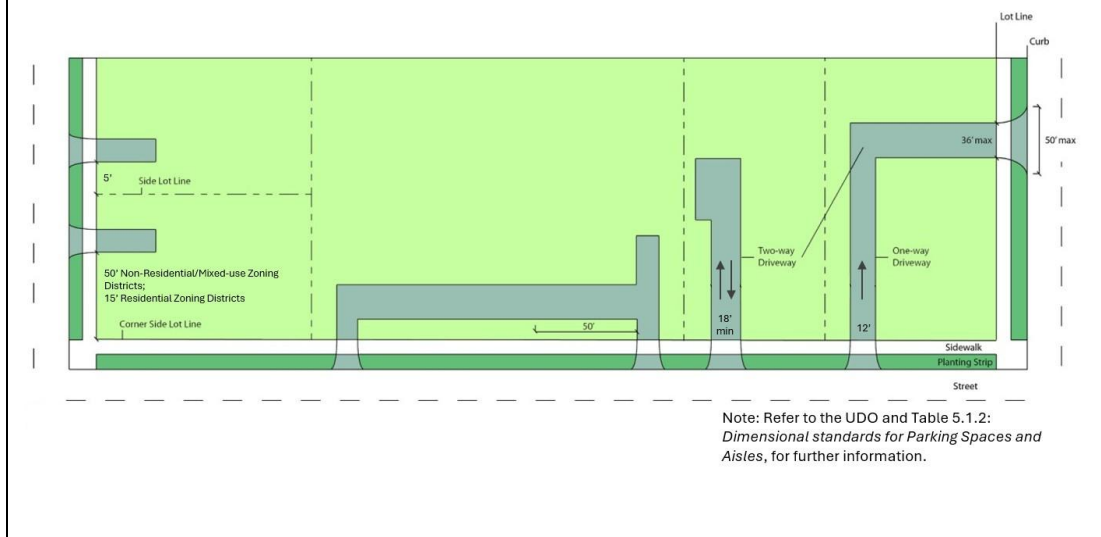
**3. Driveway Spacing on Lots in Nonresidential Districts**

Except in the Downtown Business (DTB) and Downtown Residential (DTR) driveways serving lots in a nonresidential district Driveways shall comply with the following standards except for the Downtown Business (DTB) and Downtown Residential (DTR) zones, refer to Article 3, Section 3.6 B & E respectively.

- (1) Except for shared driveways serving two or more lots, no driveway shall be located within ~~ten~~ five feet of a side lot line unless the City Manager or their designee determines this requirement is not practical due to lot topography, lot location, or proximity to an intersection.
- (2) No driveway edge shall be within 50 feet of a street intersection for non-residential/mixed-use zoning districts and 15 feet for residential zoning districts, unless no other lot access is available.
- (3) In cases where two driveways serving a single lot enter from the same street, the closest non-radius edges shall be spaced at least 50 feet apart (see Figure 5.1.L, Driveway Spacing).
- (4) In cases where three driveways serve a single lot from the same street, the closest non-radius edges shall be spaced at least 150 feet apart (see Figure 5.1.L.1, Driveway Spacing).



**Figure 5.1.L.1 : Driveway Spacing**



~~(5) In no instance shall four or more driveways enter the same lot from the same street, nor shall the total width of all driveways exceed 50 percent of the lot's total street frontage.~~

(6) In no instance shall the total width of all driveways exceed 50 percent of the lot's total frontage.

Adopted by the Jacksonville City Council in regular session on this 20<sup>th</sup> day of January 2026.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Rose R. Marshburn, City Clerk

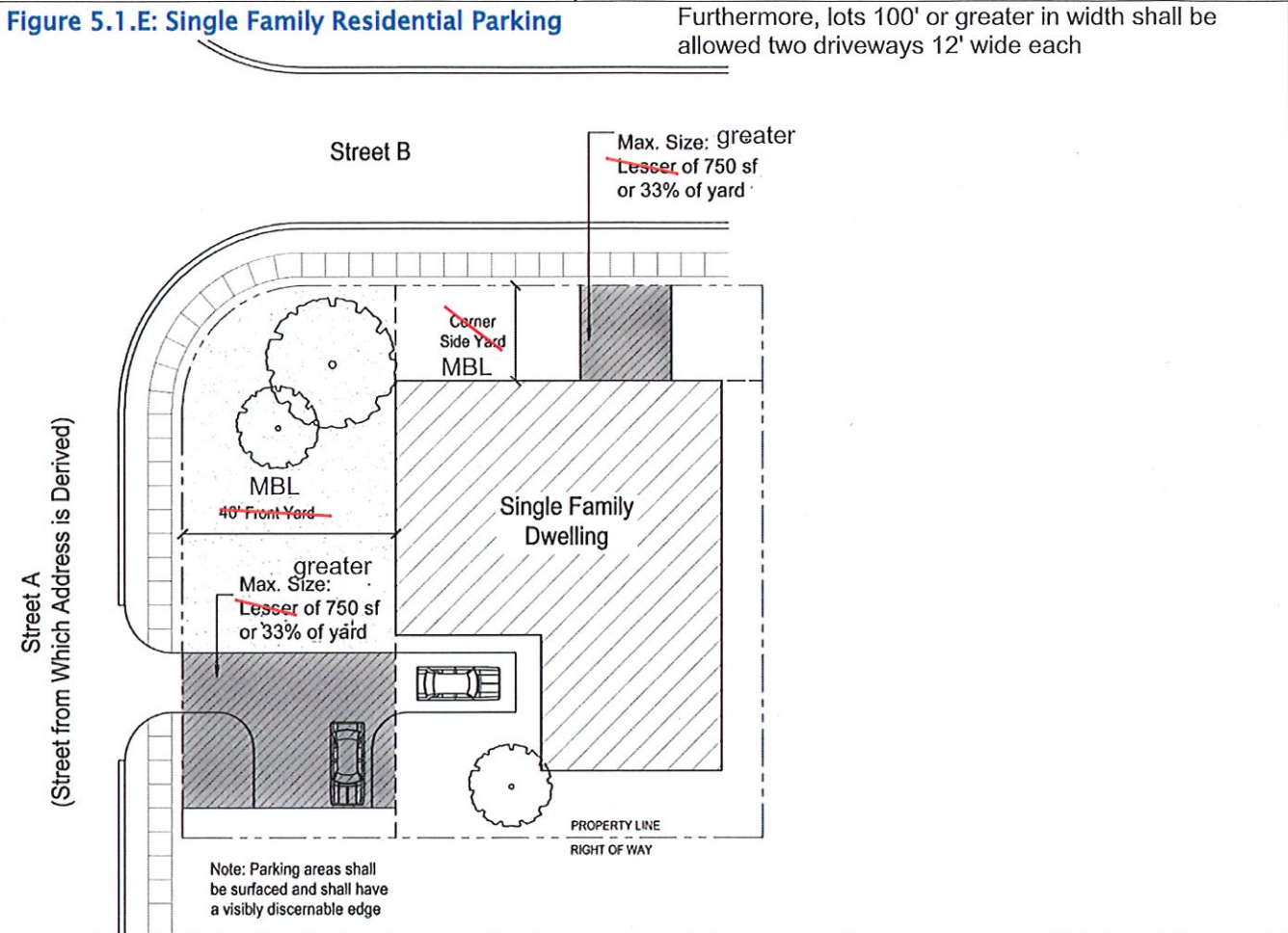


(b) Maximum Area Available for Vehicular Use

Vehicular use areas located ~~within the first 40 feet of the front or corner side yard (as measured from the edge of the street right of way)~~ from the edge of the street right of way to the minimum building line (of front and/or corner side yards) shall be ~~limited to~~ the ~~lesser-greater~~ of 33 percent of the entire front and/or corner side yard area, or 750 square feet (see Figure 5.1.E, Single-Family Residential Parking). Nothing in this subsection shall be construed to limit the size of the vehicular use area located beyond the ~~first 40 feet~~ minimum building line of a front or corner side yard area. Furthermore, lots 100' or greater in width shall be allowed two driveways each 12' in width.

vehicles, all trucks under 20,000 pounds of gross vehicle weight, vans, golf carts, or other similar vehicles, whether operable or otherwise.

(b) **Maximum Area Available for Vehicular Use**  
Vehicular use areas located from the edge of the street right of way to the minimum building line within the first 40 feet of the front or corner side yard (as measured from the edge of the street right of way) shall be limited to the ~~lesser~~ <sup>greater</sup> of 33 percent of the entire front and/or corner side yard area, or 750 square feet (see Figure 5.1.E, *Single-Family Residential Parking*). Nothing in this subsection shall be construed to limit the size of the vehicular use area located beyond the ~~first 40 feet~~ <sup>greater</sup> of a front or corner side yard area.



**E. Off-Street Parking Standards in the DTR and DTB Districts**

**1. On-Street Parking**

On-street parking is encouraged on all streets in the in the DTR and DTB districts except those designated as no parking zones by the City.

**2. Provision**

Development within the DTR and DTB district shall be exempt from the minimum parking requirements in Table 5.1.1, *Minimum Off-Street Parking Requirements*. However, if off-street



- Policy 18.5: Require developers to provide financial assurances that on-site improvements are constructed and maintained to an acceptable standard in conformance with Exhibit 48. Assurances may be in the form of:
- An irrevocable letter of credit;
  - An escrow agreement;
  - A surety bond; or
  - A cash deposit.
- Policy 18.6: The City may accommodate extensions of public facilities to serve development that is adjacent to existing facilities when:
- Development in areas with available and adequate public facilities will be encouraged.
  - Development in areas without available or adequate public facilities may be permitted provided that facilities will be funded through an adopted CIP within a five-year period or through a development agreement that allocates growth-related costs to new development.
  - Development in areas without available or adequate public facilities ("leap-frog" development) and without a previously-adopted funding mechanism will be prohibited unless the infrastructure necessary to connect to a centralized public wastewater collection or water distribution system in the future is installed.

**CAMA Goal 19: Develop a street system that safely and effectively serves all users, including pedestrians and bicyclists.**

- Policy 19.1: Establish a continuous network of pedestrian ways, bicycle trails and bike lanes as an integrated part of the transportation system which connects residential neighborhoods, commercial development, employment centers and public facilities.
- Policy 19.2: Continue the development of the City's trail system in conjunction with the development review process and pursue public and private funding options for trail way acquisition and expansions.
- Policy 19.3: To the extent feasible, separate bicycle and pedestrian traffic from automotive traffic. Where trails can safely be accommodated, use existing railroad rights-of-way, utility corridors and drainage ways.**
- Policy 19.4: Enhance pedestrian circulation and accessibility in the downtown area through streetscape improvements and pedestrian amenities.
- Policy 19.5: Coordinate street improvements with pedestrian, bicycle, rail and airport improvements, as well as public utility projects.



*LETTER OF TRANSMITTAL*

**TO:** Mr. Ryan King  
Director of Planning and Inspections  
815 New Bridge Street  
Jacksonville, NC 28541

**DATE:** September 30, 2025  
**REF:** Text Amendment Application  
Jacksonville, NC  
Amendment to Section 5.1, Subsection D 9.(b)

**WE ARE SENDING YOU:**

One (1) original UDO Amendment Application; One (1) copy of proposed text amendment; One (1) Copy of Section 5.1 Subsection D 9(b) and Figure 5.1.E: Single Family Residential Parking markup; Excerpt of CAMA Land Use Plan Application fee in the amount of \$550.00

**DELIVERY VIA:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> <i>Regular Mail</i>  | <input checked="" type="checkbox"/> <i>Hand</i> | <input type="checkbox"/> <i>Federal Express</i> |
| <input type="checkbox"/> <i>UPS Overnight</i> | <input type="checkbox"/> <i>UPS Ground</i>      | <input type="checkbox"/> <i>Other</i> _____     |

**THESE ARE TRANSMITTED AS CHECKED BELOW:**

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> <i>For Approval</i> | <input type="checkbox"/> <i>As Requested</i> | <input checked="" type="checkbox"/> <i>For Review and Comment</i> |
| <input type="checkbox"/> <i>For Your Use</i>            | <input type="checkbox"/> <i>For Bids Due</i> |   |
| <input type="checkbox"/> <i>Other</i> _____             |  |   |

**COMMENTS:**

\_\_\_\_\_

\_\_\_\_\_

Josh Edmondson  
 Staff Planner

Copies To: Jason Houston

*(if enclosures are not as noted, kindly notify us at once)*

&%VC CITY OF JACKSONVILLE  
R E P R I N T  
\*\*\* CUSTOMER RECEIPT \*\*\*  
Oper: HAUTRY Type: BP Drawer: 1  
Date: 9/30/25 00 Receipt no: 66767  
Year Number Amount  
2025 20000005  
PZ PLANNING & ENGINEERING \$500.00  
Tender detail  
CK CHECKS 44234 \$500.00  
Total tendered \$500.00  
Total payment \$500.00  
Trans date: 9/30/25 Time: 10:17:50  
THANK YOU - HAVE A NICE DAY  
&%LF



# Request for City Council Action

Agenda Item: <b>8</b> Date: 1/20/2026
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**Subject:** Public Hearing (*Legislative*) Unified Development Ordinance (UDO) Text Amendment – Amendments to Articles 3.6 Nonresidential and Mixed-Use Zoning Districts, Article 5.12 Signage, and Article 9 Definitions

**Department:** Planning and Inspections

**Presented by:** Ryan King, Director of Planning & Inspections

**Presentation:** Yes

## Issue Statement

Development standards were introduced with the adoption of the Unified Development Ordinance (UDO). These standards provide uniformity for development in the city and promote compatible standards between various uses. Jacksonville Planning staff has submitted a UDO text amendment that proposes to re-organize and expand signage options.

These items were originally submitted to both the Planning Advisory Board and subsequently City Council. During the public hearing, a representative of a sign business raised some questions, and the item was deferred to allow staff to meet with sign and business stakeholders of the downtown area. On December 3, 2025, planning staff conducted an open house with the sign vendors and business owners to go over the proposal. As a result, staff has revised the proposal for consideration.

## Financial Impact

None

## Action Needed

Conduct Public Hearing

Consider the Unified Development Ordinance Text Amendment, which is consistent with the adopted CAMA Plan, Policy 38.2 "Revise the development regulations to be responsive to innovative development proposals and existing conditions."

## Recommendation

Staff and the Planning Advisory Board recommend that City Council approve the UDO text amendment found at Attachment A. The proposed amendment is consistent with the adopted CAMA Plan, Policy 38.2. The amendment is reasonable and is in the public interest.

Approved:  City Manager  City Attorney

Attachments:

A Unified Development Ordinance Text Amendment



# Staff Report

Agenda  
Item: **8**

Public Hearing (*Legislative*) Unified Development Ordinance (UDO) Text Amendment – Amendments to Articles 3.6 Nonresidential and Mixed-Use Zoning Districts, Article 5.12 Signage, and Article 9 Definitions

## **Introduction**

Jacksonville Planning staff has submitted a UDO text amendment that proposes to re-organize and expand signage options. It would consolidate all signage regulations into Article 5.12 Signage, expand the types of signs available within the Downtown Business (DTB) and Downtown Residential (DTR) zoning districts and add related definitions to Article 9, Definitions. This adjustment would allow additional provisions found within Article 5.12 Signage to apply to the downtown zoning districts which promote consistency. Jacksonville Planning staff believe this amendment would address the following:

- Consolidate DTB and DTR signage standards with other standards in the UDO by moving them into Article 5.12 Signage where all other sign regulations are located.
- Clarify exemptions and restrictions for downtown signage in Article 5.
- Expand the allowance for signage on entranceways.
- Offer downtown businesses more signage options, which would be the same allowances that non-downtown districts are provided.

This change is a result of recent requests to install signage on secondary facades which is currently limited to channel-set lettering.

## **Notable Dates**

- August 11, 2025 the Planning Advisory Board held a workshop where this and several other potential amendments to the UDO were discussed. This discussion and possible amendments would provide standards that grow in unison with the community, specifically for signage, murals, and fences and walls.
- October 13, 2025 the Planning Advisory Board recommended the proposed UDO text amendment.
- October 21, 2025 City Council conducted a public hearing and tabled this request so that Planning staff could clarify the proposed text amendment with local sign vendors.
- December 3, 2025 Planning staff met with local sign vendors and landowners to gather feedback on existing and proposed signage standards.
- January 12, 2026 the Planning Advisory Board recommended approval of the proposed text amendment.
- January 20, 2026 City Council will conduct a public hearing and consider this request.

## **Nonconforming Assessment**

This proposed amendment should not create any nonconforming sites or situations as the standards being proposed are less strict.

## **Public Hearing Notification Assessment**

"Before adopting, amending, or repealing any ordinance authorized by this Article, the City Council shall hold a public hearing on it. A notice of the public hearing will be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date fixed for the hearing." Notifications in accordance with North Carolina General Statutes were followed.

## **NCGS 160D-601 (Downzoning) Assessment**

No amendment to zoning regulations or a zoning map that down-zones property shall be initiated, enacted, or enforced without the written consent of all property owners whose property is the subject of the down-zoning amendment. For purposes of this section, "down-zoning" means a zoning ordinance that affects an area of land in one of the following ways:

- (1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.
- (2) By reducing the permitted uses of the land that are specified in a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage.
- (3) By creating any type of nonconformity on land not in a residential zoning district, including a nonconforming use, nonconforming lot, nonconforming structure, nonconforming improvement, or nonconforming site element.

While the applicant's proposal would not create a "Down Zoning", if approved, this amendment could not be reversed in the future. This is due to the recent modification of NCGS 160D-601 which was part of the downzoning component of SB382. This and any future Unified Development Ordinance (UDO) amendments should have this factored into the City's decision-making process.

## **Options**

1) Recommend approval of the UDO text amendment found in Attachment A **(Staff & Planning Advisory Board Recommended)**

- Pros:
  - The requested change would move DTB and DTR signage standards to Article 5.12 Signage, which would consolidate standards in the same location as all other zoning districts.

- The requested change would expand the types of signage available to downtown businesses specifically for use on secondary facades which may also be more affordable and more in keeping with the downtown aesthetic than current allowances.
- The proposed change would reflect the input of local business owners, landowners, and sign companies.
- Cons:
  - Provided that the downzoning components remain in NCGS 160D-601, the City Council would not be able to amend the regulation should the change create undesirable or negative impacts within the community.

2) Deny the UDO text amendment found in Attachment A

- Pros:
  - Due to changes that have occurred in NCGS 160D-601, City Council would not be able to amend the regulation should the requested change create undesirable or negative impacts within the community.
- Cons:
  - Denying the requested change would not address concerns that Staff has received from local stakeholders regarding signage options throughout the DTB and DTR.
  - The current organization of signage standards across all zoning districts is fragmented. Denying the proposed change would not provide business owners, sign vendors, and Planning staff a singular location where all signage regulations would be found.

3) Defer action on the UDO text amendment found in Attachment A

- Pros:
  - Deferral would allow staff sufficient time to address any concerns that the City Council may have.
- Cons:
  - Deferring the proposed change would delay any immediate impacts this amendment will provide.



# Draft Planning Advisory Board Minutes – January 12, 2026

Agenda Item: **8**

Public Hearing (*Legislative*) Unified Development Ordinance (UDO) Text Amendment – Amendments to Articles 3.6 Nonresidential and Mixed-Use Zoning Districts, Article 5.12 Signage, and Article 9 Definitions

Development standards were introduced with the adoption of the Unified Development Ordinance (UDO). These standards provide uniformity for development in the city and promote compatible standards between various uses. Jacksonville Planning staff has submitted a UDO text amendment that proposes to re-organize and expand signage options.

These items were originally submitted to both the Planning Advisory Board and subsequently City Council. During the public hearing, a sign representative raised some questions, and the item was deferred to allow staff to meet with sign and business stakeholders of the downtown area. On December 3, 2025 conducted an open house with the sign vendors and business owners to go over the proposal. As a result, staff has revised the proposal for consideration.

Bob Dupuis asked if the proposed amendment to Jacksonville’s sign ordinances is similar to other regional downtowns, such as New Bern.

Ryan King answered that during the meeting with staff, sign company representatives and downtown businesses, the City of New Bern was discussed. It is difficult to compare sign ordinances across jurisdictions, but many of the representatives at the meeting believed the amendments were a positive step forward.

Chase Popkin asked about the “indirectly illuminated” language in the proposed amendment.

Ryan King directed Planning Advisory Board members to the updated attachment. The new language indicates signage may be directly or indirectly illuminated.

Chase Popkin asked about the sign allowance for end or side units.

Ryan King explained sign allowance will be based upon the wall area of the façade. These allowances cannot be aggregated for the building as a whole. Each façade will have a maximum sign allowance based upon the wall size.

Bob Dupuis thanked Lisa Marshburn for her work with staff.

**Homer Spring moved to recommend approval of the UDO text amendment as presented on Attachment A (revised) as it is consistent with the adopted CAMA Plan’s Policy 38.2 and is reasonable and in the public interest.**

**Homer Spring confirmed his intention to recommend the updated Attachment A. Grace Haubrich seconded the motion.**

**The motion was unanimously approved by the Board Members present.**

**ORDINANCE (# 2026 - )**  
**AN ORDINANCE AMENDING THE CITY OF JACKSONVILLE UNIFIED  
DEVELOPMENT ORDINANCE**

**BE IT ORDAINED** by the Jacksonville City Council that the Unified Development Ordinance be amended as follows. Underlining indicates a proposed addition to the text. ~~Strikethrough~~ indicates the deletion of existing text.

## **5.12 Signage**

### **A. Purpose**

Signs are herein regulated in the interest of promoting traffic safety, safeguarding public health and comfort, facilitating police and fire protection, preventing adverse community appearance and the overcrowding of land, and protecting and promoting the character of the area in which they are located. In general, it is intended that signs of a general commercial nature be prohibited in areas where commercial activities are prohibited and that signs in less restrictive business and industrial areas be regulated to the extent necessary to protect or improve the character of the area and to conserve property values. Further, that because aesthetic value of the total environment does affect economic values of the community, and the unrestricted proliferation of signs can and does detract from the economic value of the community, it is the intent of this chapter to provide limiting controls, where necessary, to preserve or improve and upgrade community scenic, economic, and aesthetic values.

### **B. Applicability**

The regulations stipulated in this section shall apply to all signs that are constructed, erected, moved, enlarged, illuminated, substantially altered or otherwise maintained within the City of Jacksonville's jurisdiction except for signs expressly or implicitly regulated elsewhere in this Ordinance.

### **C. Permit Required for Signs**

1. Except as otherwise provided in Section 5.12.D, *Signs Excluded from Regulation*, and Section 5.12.E, *Certain Temporary Signs: Permit Exceptions and Additional Regulations*, no sign may be constructed, erected, moved, enlarged, illuminated or substantially altered except in accordance with the provisions of this section. Mere repainting or changing the message of a sign shall not, in and of itself, be considered a substantial alteration.
2. Sign permit applications and Sign Permits shall be governed by the standards in Section 2.3.H, Zoning Permits.
3. Signs exempted under the provisions referenced in paragraph (1)

Attachment

**A**

above may be constructed, erected, moved, enlarged, illuminated or substantially altered only in accordance with a sign permit issued by the City Manager or their designee.

4. Additional permit requirements that are applicable for billboard permits are specified in Section ~~5.12.M~~ 5.12.N, *Billboards*.
5. Signs located in the DTR and DTB districts shall also conform to the standards described in ~~their respective sections in Article 3: Zoning Districts~~. Section 5.12.F *Downtown Business (DTB) and Downtown Residential (DTR) Districts*.

#### **D. Signs Excluded from Regulation**

The following signs are exempt from the standards in Section 5.12, Signage except for those stated in Sections 5.12 c & 5.12 e.

1. Signs not exceeding four square feet in area that are customarily associated with residential use and that are not of a commercial nature, such as (1) signs giving property identification names or numbers or names of occupants, (2) signs on mailboxes or newspaper tubes, and (3) signs posted on private property relating to private parking or warning the public against trespassing or danger from animals.
2. Signs erected by or on behalf of or pursuant to the authorization of a governmental body, including legal notices, identification and informational signs, and traffic, directional, or regulatory signs.
3. A maximum of ten (10) square feet of signage may be applied directly to an entranceway.
4. Official signs of a noncommercial nature erected by public utilities.
5. Flags or insignia of any governmental or nonprofit organization when not displayed in connection with a commercial promotion or as an advertising device.
6. Integral decorative or architectural features of buildings or works of art, so long as such features or works do not contain letters, trademarks, moving parts, or lights.
7. Murals within the Downtown Mural Overlay District, provided all standards found within this ordinance are met. All other murals are prohibited.
8. Signs, up to 4 feet in height and 4 square feet in area on both sides of the driveway. Maximum of one per each side of the driveway, regardless of the number of tenants that use the driveway.
9. Church bulletin boards, church identification signs, and church directional signs that do not exceed one per abutting street and 15

square feet in area and that are not illuminated.

10. Signs painted on or otherwise permanently attached to currently licensed motor vehicles that are not primarily used as signs.
11. Signs proclaiming religious, political, or other noncommercial messages (other than those regulated in Section 5.12.E that do not exceed one per abutting street and 15 square feet in area and that are not illuminated.
12. Sign face replacement utilizing an existing frame/sign.

**E. Certain Temporary Signs: Permit Exemptions and Additional Regulations**

1. The following temporary signs are permitted without a Zoning Permit or Special Use Permit. However, such signs shall conform to the requirements set forth below as well as all other applicable requirements of this section except those contained in Section ~~5.12.I~~ 5.12.J, *Wall Sign Surface Area*, and Section ~~5.12.L~~ 5.12.M, *Number of Freestanding Signs*.
  - (1) In residential zoning districts, temporary signs erected for the purpose of sale, lease, or rent of the real estate on which the sign is located (including buildings), may not exceed 6 square feet in area. In non-residential districts, such signs may not exceed 15 square feet in area. All such signs shall be removed immediately after sale, lease, or rental of the property on which the sign is located and where applicable, before a Certificate of Occupancy is issued for the subject structure. For lots of less than 5 acres, a single sign on each street frontage may be erected. For lots of 5 acres or more in area and having a street frontage in excess of 400 feet, a second sign may be erected.
  - (2) Temporary construction site identification signs may be erected during the construction period of a structure in all zoning districts, for the purpose of identifying the project, the owner or developer, architect, engineer, contractor and subcontractors, funding sources and related information including but not limited to sale or leasing information. Such signs may not exceed 32 square feet in area. All such signs shall not be erected prior to the issuance of a Building Permit,

and must be removed from the subject site before the issuance of a Certificate of Occupancy.

- (3) Temporary lights, decorations or displays with no commercial message within non-residential zones, when such are clearly incidental to, and are customarily and commonly associated with any national or local, civic, patriotic, or religious holidays or celebration for a maximum time period of 45 calendar days before and shall be removed within 10 days following the holidays or celebration.
- (4) Signs erected in connection with elections or political campaigns. Such signs shall follow the standards established in NCGS 136-32 and will be enforced accordingly. In accordance with NCGS 136-32, City Council is following the same standards for municipal rights-of-ways. Any political sign that remains in a right-of-way of streets located within the corporate limits of a municipality and maintained by the municipality more than 30 days after the end of the period prescribed in NCGS 136-32 is to be deemed unlawfully placed and abandoned property, and a person may remove and dispose of such political sign without penalty.
- (5) Signs erected in connection with festivals, special events, and fund-raising campaigns for civic clubs and other bona-fide non-profit organizations. Such signs may be erected 15 days prior to the event and shall be removed within 3 days following the conclusion of the event or fund-raising campaign.
- (6) Banner signs and advertising inflatables (balloons) indicating that a special event such as a grand opening, fair, carnival, circus, festival, or similar event is to take place on the lot where the sign is located. Such signs may be erected 15 days prior to the event and shall be removed within 3 days following the conclusion of the event. No more

than 2 such signs may be displayed per lot or business premises at any given time.

- (7) Banner signs indicating "Welcome Home" or similar signs pertaining to the return of military forces from deployment elsewhere. Such signs may not be erected more than five days before and must be removed within five days after the return of the specified military unit.
  - (8) Flags, other than those described in Section 5.12.D.4, of a commercial or non-commercial nature provided they comply with the following standards:
    - i. Location: Off premise flags are prohibited
    - ii. Maximum height: 15 feet
    - iii. Maximum width: 5 feet
    - iv. Maximum number allowed
      - a) Single tenant sites - 1 flag per 50 linear feet of street frontage for which the sites address is derived from.
      - b) Multi-tenant sites - 1 flag per 50 linear feet of building façade width (minimum of 1 per tenant space).
    - v. Such flags may be displayed for indefinite periods of time provided that they remain in good physical condition and are not tattered, torn or otherwise deteriorated to the point that they become aesthetically detrimental by virtue of their poor physical condition.
    - vi. In no case may such flags extend over or otherwise encroach upon public rights-of-way.
    - vii. In lieu of a feather flag(s) as described within this section, an owner/applicant is permitted to substitute a flag(s) for a temporary sign(s). Said temporary sign shall meet all flag standards except that they not exceed 6 square feet in area and be no taller than 4 feet in height.
2. Other temporary signs not listed in Section 5.12.E.1 above shall be regarded and treated in all respects as permanent signs, except that temporary signs shall not be included in calculating the total amount

of permitted sign area.

**F. Downtown Business (DTB) and Downtown Residential (DTR) Districts**

In order to promote regional character and a sense of place in downtown while addressing site-specific civic and retail commercial graphics and signage, signs should be designed to promote retail and commercial activity by ensuring visibility for all licensed businesses to both pedestrian and vehicular traffic.

Signs for nonresidential uses, subdivision entrances and multi-family development may utilize up to three of the following signs types. Corner buildings may utilize up to three sign types for each facade.

1. Wall signs located on principal or secondary facades that do not exceed 10% of the wall area, but are limited to a maximum of 400 sq. ft. Signs may be internally or indirectly illuminated.
2. ~~Channel set lettering that does not exceed 15% of the wall area on secondary facades and 10% on principal facades. Lettering may be internally illuminated or indirectly illuminated.~~
3. Signs located parallel to or in storefront windows that are limited to 30% of the total window area.
4. Signs printed or painted on awnings limited to 30% of the awning face.
5. Projecting signs which are limited to 250 sq. ft. One projecting sign is allowed per building facade. See 5.12.0 Location and Height Requirements.
6. Freestanding signs which do not exceed ten feet in height by 12 feet in width. Signs may be internally or indirectly illuminated.

**G. Special Provisions for Certain Signs**

**1. Use Classifications Other than Residential Uses Signs**

- (a) Signs located within residential zoning districts shall comply with the following standards:

(1) Freestanding Signs

Shall be a monument type sign not exceeding 32 square feet in area 8 feet in height and 20 feet in width. The maximum number of signs allowed shall be 1 per street frontage.

(2) Wall Signs

Shall comply with Section ~~5.12.I~~ 5.12.J, *Wall Sign Surface Area*.

(3) Prohibitions

Sites containing a nonconforming land use are not eligible to install a freestanding sign

- (b) Signs located within nonresidential zoning districts shall not be subject to (a) above.

**2. College and University Signage**

- (a) Signage associated with a college or university shall be coordinated in terms of design features and comply with the following standards when located on 30 or more acres housing 10 or more buildings.

(a) **Freestanding Signs**

- (1) Primary entrance(s)/driveway(s) are allowed to have a monument sign(s) on one or both sides of the entrance/driveway, provided:
- i. These signs identify the college or university. A single side of such sign face may not exceed 250 square feet.
  - ii. In no case may any portion of supporting structural elements of the sign exceed a height greater than 15 feet. Sign height is measured from ground level at the base of the sign structure.
- (2) Secondary entrance(s)/driveway(s) are allowed to have a monument sign(s) on one or both sides of the entrance/driveway, provided:
- i. These signs identify the college or university. A single side of such sign face may not exceed 150 square feet.
  - ii. In no case may any portion of supporting structural elements of the sign exceed a height greater than 15 feet. Sign height is measured from ground level at the base of the sign structure.

(b) **Wall Signs**

Wall signs shall be subject to Section ~~5.12.I~~ 5.12.J, *Wall Sign Surface Area*.

(c) **Signs Excluded from Regulation:**

- (1) Signs directing and/or guiding traffic on private property that do not exceed 16 square feet.
- (2) Interior campus and/or directional signs.
- (3) Alphanumeric parking lot identification that does exceed 8 square feet.

**H. Determining the Number of Signs**

1. For the purpose of determining the number of signs, a sign shall be considered to be a single display surface or display device containing elements organized, related, and composed to form a unit. Where matter is displayed in a random manner without organized relationship of elements, each element shall be considered a single sign.
2. A two-sided, double face (back to back), or multi-sided sign shall be regarded as one sign so long as the distance between the backs of each face of the sign does not exceed three feet

**I. Computation of Sign Area**

1. The surface area of a sign shall be computed by including the entire area within a single, continuous, rectilinear perimeter of not more than eight straight lines, or a circle or an ellipse, enclosing the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework or bracing that is clearly incidental to the display itself.
2. If the sign consists of more than one section or module, all of the area, including that between sections or modules, shall be included in the computation of the sign area.
3. With respect to two-sided, multi-sided, or three-dimensional signs, the sign surface area shall be computed by including the total of all sides designed to attract attention or communicate information that can be seen at any one time by a person from one vantage point. Without otherwise limiting the generality of the foregoing:
  - (1) The sign surface area of a double faced, back to back sign shall be calculated by using the area of

only one side of such sign, so long as the distance between the backs of such signs does not exceed three feet.

- (2) The sign surface area of a double faced sign constructed in the form of a "V" shall be calculated by using the area of only one side of such sign (the larger side if there is a size difference), so long as the angle of the "V" does not exceed 30 degrees and at no point does the distance between the backs of such sides exceed five feet.

## **J. Wall Sign Surface Area**

1. Subject to the other provisions of this section, the maximum wall sign surface area permitted on any building in a non-residential district shall be determined as follows:

### **(a) Front Facade**

The maximum sign surface area permitted for the front facade of an individual building shall not exceed 2 square feet of sign surface area per linear foot of primary building facade. In the case of a multi-tenant building, the store front shall be used as the building facade. ~~An additional five (5) square feet may be applied directly to primary entrances (doors).~~

### **(b) Secondary Facades (Side and Rear)**

The maximum sign surface area permitted for the side and rear facades of a building shall not exceed 1 square feet of sign surface area per linear foot of front facade.

~~2. Changeable copy's are not permitted as wall signs.~~

3. The provisions of this subsection shall not apply to billboards. The placement and dimensional requirements of billboards shall be governed by Section ~~5.12.M~~ 5.12.N, *Billboards*.
4. Any painted on signs will count towards your wall sign surface area.

## **K. Development Entrance Signs**

1. For purpose of this section, development entrance signs shall meet

the following requirements:

- (1) Signs shall be monument style (structure/supports do not count as sign area unless logos, text, etc. are located on the base).
  - (2) Sign height is measured from ground level at the base of the structure.
  - (3) The base of the monument shall be no more than 1/3 the height of the sign.
  - (4) Allotment may be divided between 2 signs but no more than 2 signs are permitted at each entrance.
2. Developments of a commercial use shall also meet the requirements below:
- (1) For the primary entrances, the allotted square footage is equal to the linear footage of the front primary elevation of the largest building.
  - (2) For the secondary entrances, the allotted square footage is equal to half the linear footage of the front primary elevation of the largest building.
  - (3) A maximum of 150 square feet is permitted per primary entrance and 75 square feet per secondary entrance.
  - (4) Electronic message boards cannot exceed 50% of sign area.
- (b) In no case may any portion of supporting structural elements of the sign exceed 20 feet in width nor be erected to a height greater than 15 feet.
3. Developments of a residential use shall also meet the requirements below:
- (1) A single side of any such sign may not exceed 32 square feet.
  - (2) If two signs are erected the total surface area of all such signs located at a single entrance shall not exceed 64 square feet.
  - (3) In no case may any portion of supporting structural elements of the sign exceed 10 feet in

width nor be erected to a height greater than 6 feet.

(4) Electronic message boards are prohibited.

#### **L. Freestanding Sign Surface Area**

1. For purposes of this section, a side of a freestanding sign is any plane or flat surface included in the calculation of the total sign surface area as provided in Section ~~5.12.H~~ 5.12.I, *Computation of Sign Area*. For example, wall signs typically have one side. Freestanding signs typically have two sides (back to back), although four-sided and other multi-sided signs are also common.
2. A single side of a freestanding sign may not exceed 0.75 square feet in surface area for every linear foot of street frontage along the street toward which such sign is primarily oriented. In addition, the maximum total surface area for a single side of a freestanding sign shall not exceed 150 square feet. The maximum percentage of the total sign area for changeable copy shall not exceed 50% of the sign area allowed. A recent survey (within 3 years), most current deed or other acceptable method as determined by the City Manager or their designee will be utilized for determining the amount of street frontage.
3. Whenever a lot is situated such that it has no street frontage on any lot boundary and an applicant desires to install on such a lot a freestanding sign, the applicant may utilize the development entrance sign option.
4. With respect to freestanding signs that have no discernible sides, such as spheres or other shapes not composed of flat planes, no such freestanding sign may exceed the maximum total surface area allowed for a single side of a freestanding sign.
5. The provisions of this section shall not apply to billboards. The placement and dimensional requirements of billboards shall be governed by Section ~~5.12.M~~ 5.12.N, *Billboards*.

#### **M. Number of Freestanding Signs**

1. Except as authorized by this section, no development may have more than one freestanding sign. Development Entrance Signs are not counted as freestanding signs for the purpose of this part.
2. If a development is located on a corner lot that has at least 100 feet of frontage on each of the two intersecting public streets, then the development may have not more than one freestanding sign along each side of the development bordered by such streets. The signs must be separated by at least 100 feet.

3. If a development is located on a lot that is bordered by two public streets that do not intersect at the lot's boundaries (double front lot), then the development may have not more than one freestanding sign on each side of the development bordered by such streets.
4. For developments that have more than 300 linear feet of frontage along a single right-of-way boundary, a second freestanding sign may be established. For developments that have more than 500 feet of frontage, a maximum of three freestanding signs may be established. Multiple freestanding signs established in the same development must be separated by a minimum of 100 feet. The total amount of area for all freestanding signs erected for a single development may not exceed 0.75 square feet in surface area for every linear foot of street frontage along the street toward which such sign is primarily oriented. In no case may any such freestanding sign exceed 150 square feet in size.
5. Freestanding signs are prohibited in all residential districts, except as otherwise provided by this section.
6. The provisions of this section shall not apply to billboards. The placement and dimensional requirements of billboards shall be governed by Section ~~5.12.M~~ 5.12.N, *Billboards*.

## **N. Billboards**

1. Billboards shall be permitted only in the Billboard Overlay Zone as shown on the Official Zoning Map for the City of Jacksonville and its extraterritorial jurisdiction. For the purposes of this Chapter, Billboards constitute a separate and distinct land use due to their size and prominence upon the landscape, and are therefore subject to the following separate regulatory provisions. It is recognized that billboards provide the opportunity to advertise products, services, and ideas; however, because of their sheer size, location in proximity to buildings, and potential for storm damage these signs can be aesthetically undesirable, create traffic hazards, and present dangers to adjoining properties. Therefore, it is the purpose of this ordinance to allow for the establishment of billboards under specific, limited circumstances.
2. No two billboards shall be spaced less than 2000 feet apart on the same side of the roadway on all streets and rights-of-way where they are allowed. In addition, no two billboard structures shall be placed within 1000 feet in either direction of the nearest point on the opposite side of the same right-of-way from an existing billboard. When determining the distance between signs the measurement shall be from the nearest points of the respective signs (including braces, overhang, etc.).

3. No billboards shall be allowed within 750 feet of the center point of an intersection where both roads allow billboards nor within 750 feet of the interior apex of an angle intersection, where both roads allow billboards.
4. All billboard structures, including overhangs and all other components, shall be set back at least 20 feet from the nearest road right-of-way.
5. The maximum allowable height for a billboard shall be 40 feet.
6. No one copy area of any billboard structure shall exceed four hundred square feet, and there shall be no more than one copy area facing any one side of the traveled roadway on any sign structure.
7. Changeable message signs are permitted in accordance with the following:

A single billboard owner/operator may upgrade up to 10% (minimum of one) of its total number of billboard faces located within the Jurisdiction of the City of Jacksonville to LED faces (minimum of one) provided that: A single billboard face shall not exceed 400 square feet or it's current size, whichever is less

- (a) Maximum height of the billboard shall not exceed 40 feet
- (b) All LED billboards shall be designed and equipped to freeze the device in one (1) position or immediately discontinue the display if a malfunction occurs.
- (c) No billboard may be brighter than is necessary for clear and adequate visibility and shall not exceed seven thousand five hundred (7,500) candela per square meter (cd/m) during daylight hours and one thousand (1,000) cd/m during non daylight hours. No sign shall display such intensity or brilliance that it interferes with the effectiveness of an official traffic sign, device, or signal or is distracting to drivers. All digital signs shall be equipped with both a dimmer control and photocell that automatically adjusts the intensity of the display according to natural ambient light conditions.
- (d) The billboard owner will provide the City Manager or their designee written evidence that the light intensity has been factory pre-set not to exceed seven thousand five hundred (7,500) cd/m and that the intensity level is protected from 2 end-user manipulation by password-protected software or other method determined appropriate by the city manager.

- (e) The billboard owner/operator shall be required to have the existing structure evaluated by a Design Professional (PE) to insure the structure will be able to support the increased weight of the digital display unit. If structure upgrades are required the owner/operator will provide drawings from a Design Professional detailing the structure upgrades. If it is deemed that existing billboard structure will not support the added weight of the digital unit, the structure may be replaced by a new steel mono pole structure meeting all of the requirements specified herein.
- (f) If a billboard owner sells any of its inventory, the percentage of allowable faces that can be LED shall reduce accordingly. The City shall be notified and within 180 days of the transaction, the number of LED faces they are allowed to have shall be reduced accordingly.
- (g) A digital display face shall not change or alternate displays (words, symbols, figures or images) more frequently than once every fifteen (15) seconds, except that digital changeable copy signs may change or alternate displays as frequently as once every eight (8) seconds if:
  - 1. the sign displays public service announcements on a permanent basis once within every sixty (60) second period, and
  - 2. the sign operator displays as part of the normal advertising rotation public emergency messages hereinafter defined until such time as such message is no longer reasonably necessary.

- 8. All billboards shall be plainly marked with the name of the person, firm, or corporation erecting and maintaining such sign and shall have affixed the firm number issued for said sign by the Zoning Code Official.
- 9. All owners of billboards are required to obtain an annual billboard permit. New billboard permits shall only be issued for billboards that are in complete conformance with the requirements of this ordinance.

**O. Location and Height Requirements**

- 1. No sign or supporting structure shall be established within an existing right-of-way boundary or future right-of-way boundary as depicted

on the amended City of Jacksonville Thoroughfare Plan or other officially adopted plan; unless the sign is attached to a structural element of a building and an encroachment permit has been obtained by the appropriate agency or agencies. The property owner is responsible for ensuring this standard is met. If it is determined that a sign has been placed within an existing or future right-of-way, it shall be the property owner's responsibility to remove such sign within 90 days of an official notice.

2. No sign or supporting structure may be located within or over any easement unless an encroachment has been obtained from the easement holder.
3. No sign attached to a building may project more than 18 inches from the building wall and must be at least 8 feet in height above the public way.
4. Projecting signs located within the Downtown Business (DTB) or Downtown Residential (DTR) zoning district:
  - a) May project up to 2/3 of the width of the public way (sidewalk, driveway);
  - b) Shall be at least 8 feet in height above the public way;
  - c) May project into the right-of-way with an encroachment agreement;
  - d) No sign may extend above the roof or parapet wall; and
  - e) Shall be designed to meet any/all North Carolina Building Codes.
5. No part of a freestanding sign may exceed a height, measured from ground level at the base of the sign, of 35 feet in the CC and IND districts and 15 feet in all other districts where they are allowed.

**P. Sign Illumination and Signs Containing Lights**

1. Unless otherwise prohibited by this chapter, signs may be illuminated if such illumination is in accordance with this section.
2. No sign within 150 feet of a residential zone (including those within) may be illuminated beyond 0.5 foot-candles at the property line.
3. Changeable copy signs when permitted are required to provide proof that the sign has either a photocell or software to automatically reduce the signs output between sunset and sunrise. The maximum luminosity output between sunset and sunrise should not exceed 0.3 foot-candles above ambient light conditions when measure at an

appropriate distance. All white backgrounds should be avoided.

4. Lighting directed toward a sign shall be shielded so that it illuminates only the face of the sign and does not shine directly into a public right-of-way or residential premises.
5. Subject to (7) below, illuminated tubing or strings of lights that outline property lines, sales areas, roof lines, doors, windows, or similar areas are prohibited.
6. Subject to (7) below, no sign may contain or be illuminated by flashing or intermittent lights or lights of changing degrees of intensity.
7. Sections ~~5.12.0.4~~ 5.12.P.4 & 5 do not apply to temporary signs erected in connection with the observance of holidays.
8. No sign shall contain exposed LED diodes.

**Q. Miscellaneous Restrictions and Prohibitions**

Where applicable, all signs shall be constructed in accordance with the requirements of the North Carolina State Building Code, as amended. The following signs and situations are specifically prohibited within the City of Jacksonville and its extra-territorial jurisdiction.

1. No sign may be located so that it substantially interferes with the view or vision necessary for motorists to proceed safely through intersections or to enter onto or exit from public streets or private roads. All signs located near intersections or driveways shall be situated to provide a minimum vehicular site triangle as depicted in the MSSD for the purpose of ensuring traffic safety.
2. Signs that revolve or are animated or that utilize movement or apparent movement to attract the attention of the public are prohibited. Signs that only move occasionally because of wind are not prohibited if their movement (1) is not a primary design feature of the sign, and (2) is not intended to attract attention to the sign. The restriction of this section shall not apply to signs specified in flags or insignia excluded from sign regulations, "welcome home" banners, or to signs indicating the time, date, or weather conditions.
3. No sign may be erected so that by its location, color, size, shape, nature, or message it would tend to obstruct the view of or be confused with official traffic signs or other signs erected by governmental agencies.
4. Freestanding signs that are not securely fastened to the ground or to some other substantial supportive structure so that there is virtually no danger that either the sign or the supportive structure may be moved by the wind or other forces of nature and cause injury to

persons or property are prohibited.

5. Portable signs are prohibited (unless otherwise specified).
6. Flashing signs are prohibited.
7. Signs located within public rights-of-way (except governmental and informational signs as exempted in Section 5.12.D, *Signs Excluded from Regulation*, are prohibited.
8. Signs that are posted on any telegraph pole, telephone pole, electric light pole, or any tree along any street are prohibited.
9. Signs that obstruct ingress or egress to any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress, or egress for any room or building as required by law are prohibited.
10. ~~Strings of lighting, Pennants~~ and similar devices are prohibited.
11. Changeable copy, electronic or static, are not permitted as wall signs.
12. All other signs not permitted within this section are prohibited.

## **R. Maintenance of Signs**

1. All signs and all components thereof, including without limitation supports, braces, and anchors, shall be kept in a state of good repair. With respect to freestanding signs and billboards, components (supporting structures, backs, etc.) not bearing a message shall be constructed of materials that blend with the natural environment or shall be painted a neutral color to blend with the natural environment.
2. Painted on signs – Maintenance of all painted on signs is required periodically. Should 20% or more of the total surface area become deteriorated as to color, flaking, sealing, weathering or texture, the sign must be either totally restored or removed. The City Code Enforcement Officer will inspect all painted on signs annually and make a recommendation to the City Manager or their designee regarding the need for maintenance.
3. If the message portion of a sign is removed, leaving only the supporting "shell" of a sign or the supporting braces, anchors, or similar components, the owner of the sign or the owner of the property where the sign is located or other person having control over such sign shall, within 30 days of the removal of the message portion of the sign, either replace the entire message portion of the sign or remove the remaining components of the sign. This subsection shall not allow the replacement of a nonconforming sign, see Section 7.6 *Non-Conforming Signs and Billboards*. Nor shall this subsection be construed to prevent the changing of the message of

a sign.

4. The area within 10 feet in all directions of any part of a freestanding sign shall be kept clear of all debris and all undergrowth more than 8 inches in height. This requirement shall not apply to well-maintained landscaping that may include decorative shrubs, bushes, flowering plants and other managed types of flora.

#### **S. Unlawful Cutting of Trees or Shrubs**

No person may, for the purpose of increasing or enhancing the visibility of any sign, damage, trim, destroy, or remove any trees, shrubs, or other vegetation located:

1. Within the right-of-way of any public street or road, unless the work is done pursuant to the express written authorization of the North Carolina Department of Transportation or the City of Jacksonville based upon who controls the right-of-way;
2. On property that is not under the ownership or control of the person doing or responsible for such work, unless the work is done pursuant to the express authorization of the person owning the property where such trees or shrubs are located; and
3. In any area where such trees or shrubs are required to remain under a permit issued under this Ordinance.

#### **T. Adult Business Signage**

1. Window Signage: The main entrance (door) or window adjacent to the main entrance, may contain a one square foot sign that state hours of operation and admittance to adults only, no signs shall be placed in any window;
2. Ground Sign: All lots (both corner and interior) on which an adult establishment is located upon shall be limited to one (1) ground sign not to exceed twenty-five (25) feet in height. The size of the sign shall be limited to 0.3 square feet for every linear foot for every linear foot of road frontage that the sign fronts. In no case shall the size of the sign exceed seventy-five (75) square feet; and
3. Wall Signage: All buildings or unit, whichever is applicable, within which an adult establishment is located shall be limited to one (1) sign not to exceed seventy-five (75) square feet. This wall sign shall include any sign that is painted or attached to any wall or any portion of the building façade. No roof signs shall be permitted.

## 3.6 Nonresidential and Mixed Use Zoning Districts

### B. Downtown Residential (DTR) District

#### 7. General Standards

##### (d) Additional Requirements

##### (15) Signage

See 5.12 Signage

~~In order to promote regional character and a sense of place in downtown while addressing site-specific civic and retail commercial graphics and signage, signs should be designed to promote retail and commercial activity by ensuring visibility for all licensed businesses to both pedestrian and vehicular traffic.~~

~~(a) Signs for nonresidential uses, subdivision entrances and multi-family development may utilize up to three of the following signs types. Corner buildings may utilize up to three sign types for each facade:~~

~~i. Wall signs located on principal facades that do not exceed 10% of the wall area, but are limited to 400 sq. ft. Signs may only be indirectly illuminated.~~

~~ii. Channel set lettering that does not exceed 15% of the wall area on secondary facades and 10% on principal facades. Lettering may be internally illuminated or indirectly illuminated.~~

~~iii. Signs located parallel to or in storefront windows that are limited to 30% of the total window area.~~

~~iv. Transom signs limited to 60% of the transom area.~~

~~v. Signs printed or painted on awnings limited to 30% of the awning face.~~

~~vi. Projecting signs which are limited to 20 sq. ft. One projecting sign is allowed per building.~~

~~vii. Freestanding signs which do not exceed ten feet in height by 12 feet in width. Signs may~~

~~only be indirectly illuminated and are limited to one per development.~~

~~viii. Sandwich board signs limited to eight square feet per sign face. One such sign will be permitted per building and its placement must allow for at least five feet of unencumbered sidewalk space~~

~~(b) Prohibited signs include:~~

~~i. Electronic message boards~~

~~ii. Signs with moving, blinking, flashing or strobe lights~~

## **E. Downtown Business (DTB) District**

### **6. General Standards**

(a) All development shall comply with the following general standards:

(p) Signage

See 5.12 Signage.

~~In order to promote regional character and a sense of place in downtown while addressing site-specific civic and retail commercial graphics and signage, signs should be designed to promote retail and commercial activity by ensuring visibility for all licensed businesses to both pedestrian and vehicular traffic.~~

(9) Signs for nonresidential uses, subdivision entrances and multi-family development may utilize up to three of the following signs types. Corner buildings may utilize up to three sign types for each facade.

~~i. Wall signs located on principal facades that do not exceed 10% of the wall area, but are limited to 400 sq. ft. Signs may only be indirectly illuminated.~~

~~ii. Channel set lettering that does not exceed 15% of the wall area on secondary facades and 10% on principal facades. Lettering may be internally illuminated or indirectly illuminated.~~

- iii. ~~Signs located parallel to or in storefront windows that are limited to 30% of the total window area.~~
- iv. ~~Transom signs limited to 60% of the transom area.~~
- v. ~~Signs printed or painted on awnings limited to 30% of the awning face.~~
- vi. ~~Projecting signs which are limited to 20 sq. ft. One projecting sign is allowed per building.~~
- vii. ~~Freestanding signs which do not exceed ten feet in height by 12 feet in width. Signs may only be indirectly illuminated are limited to one per development~~
- viii. ~~Sandwich board signs limited to eight square feet per sign face. One such sign will be permitted per building and its placement must allow for at least five feet of unencumbered sidewalk space~~

(10) Prohibited signs include:

- i. ~~Electronic message boards~~
- ii. ~~Signs with moving, blinking, flashing or strobe lights~~

## 9.4 Definitions

The following words, terms, and phrases, when used in this UDO, shall have the meaning ascribed to them in this section.

### **Sign, Entranceway**

A sign installed directly on the inside or outside of a door, a door's sidelight, or transom.

### **Transom**

A window directly above a door frame, separating the top of the door from the wall.

Adopted by the City Council in regular session on this 20<sup>th</sup> day of January 2026.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Rose R. Marshburn, City Clerk



# Request for City Council Action

Agenda Item: <b>9</b> Date: 1/20/2026
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**Subject:** Public Hearing (*Legislative*) Unified Development Ordinance (UDO) Text Amendment – Amendment to Article 8, Enforcement, Section 8.6, Remedies and Penalties, C. Civil Penalties

**Department:** Planning and Inspections

**Presented by:** Jennifer Ansell, Planning & Zoning Manager

**Presentation:** Yes

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## Issue Statement

To encourage prompt compliance and efficient resolution of violations of the Unified Development Ordinance, the Jacksonville City Council seeks to prioritize collaborative solutions to manage strict penalties when the responsible party demonstrates a good faith effort to resolve a violation and has obtained full compliance.

This amendment would remove the dollar amount listed for civil penalties in the UDO and refer to the adopted fee schedule, clarify the recovery methods, and allow up to a 100% reduction of the fines accrued.

## Financial Impact

None

## Action Needed

Conduct Public Hearing

Consider the Unified Development Ordinance Text Amendment, which is consistent with the adopted CAMA Plan, CAMA Goal 37: Increase neighborhood stability through collaborative code enforcement, provision of public amenities (e.g., sidewalks, green space, streetscaping), and effective compatibility standards; and Policy 37.8: Involve residents in the identification and resolution of neighborhood issues through on-going community outreach, education and code compliance initiatives.

## Recommendation

Staff and the Planning Advisory Board recommend that City Council approve the UDO Text Amendment included as Attachment A. The proposed amendment is consistent with the adopted CAMA Plan, CAMA Goal 37 and Policy 37.8 and is reasonable and in the public interest.

Approved:  City Manager  City Attorney

Attachments:

A Unified Development Ordinance Text Amendment



# Staff Report

Agenda  
Item: **9**

Public Hearing (*Legislative*) Unified Development Ordinance (UDO) Text Amendment –  
Amendment to Article 8, Enforcement, Section 8.6, Remedies and Penalties,  
C. Civil Penalties

## **Introduction**

In October of 2023, an amendment was made to the Fee Schedule to incorporate civil penalties which had previously not been included. At that time, \$250.00 per day per violation was approved, with a maximum penalty of \$500.00 per day.

Civil penalties historically had not been assessed. With the change in organization and implementation of new processes, the first civil penalties were assessed in December 2024. As a result, City Council has directed Jacksonville Planning staff to amend Article 8, Enforcement, Section 8.6, Remedies and Penalties, C. Civil Penalties to remove the dollar amount listed for civil penalties in the UDO and refer to the adopted fee schedule, clarify the recovery methods, and allow up to a 100% reduction in the fines accrued.

This amendment will allow flexibility in collection when there is cooperation and compliance by the parties involved.

## **Notable Dates**

- October 2023 – Established civil penalties for UDO violations.
- December 2024 – First civil penalty for UDO violation assessed.
- October 2025 – City Council directed staff to Amend the UDO Article 8 Enforcement related to civil penalties.
- November 18, 2025 – Council adopted an amendment to the FY 2025-2026 Fee Schedule to reduce the amount of civil penalty applied to UDO violations to \$50.00/per day/per violation, not to exceed \$5,000.00.
- December 8, 2025 the Jacksonville Planning Advisory Board recommended approval of the proposed UDO text amendment.
- On January 20, 2025 City Council will conduct a public hearing and consider this request.

## **Nonconforming Assessment**

This proposed amendment will not create any nonconforming situations.

## **Public Hearing Notification Assessment**

"Before adopting, amending, or repealing any ordinance authorized by this Article, the City Council shall hold a public hearing on it. A notice of the public hearing will be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date fixed for the hearing." Notifications in accordance with North Carolina General Statutes were followed.

## **NCGS 160D-601 (Downzoning) Assessment**

No amendment to zoning regulations or a zoning map that down-zones property shall be initiated, enacted, or enforced without the written consent of all property owners whose property is the subject of the down-zoning amendment. For purposes of this section, "down-zoning" means a zoning ordinance that affects an area of land in one of the following ways:

- (1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.
- (2) By reducing the permitted uses of the land that are specified in a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage.
- (3) By creating any type of nonconformity on land not in a residential zoning district, including a nonconforming use, nonconforming lot, nonconforming structure, nonconforming improvement, or nonconforming site element.

This amendment will not have an effect on density, use types or create nonconformities.

## **Options**

- 1) Approve the UDO text amendment found in Attachment A **(City Council directed)**
  - Pros: To encourage prompt compliance and efficient resolution of Unified Development Ordinance violation(s) and offer a reduction in fines accrued for showing a good faith effort to resolve the violation(s).
  - Cons: None
- 2) Deny the UDO text amendment found in Attachment A
  - Pros: There would be no mechanism for a reduction in penalty fees, even after prompt compliance.
  - Cons: Does not follow City Council's directive to create an opportunity for reduction in civil penalties for those showing a good faith effort to resolve the violation(s).
- 3) Defer action on the UDO text amendment or amendments.
  - Pros: Deferral would allow staff sufficient time to address any concerns that the City Council may have.
  - Cons: Delays the City's response to affected parties.



# Planning Advisory Board Minutes – December 8, 2025

Agenda Item: <b>9</b>
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Public Hearing (*Legislative*) Unified Development Ordinance (UDO) Text Amendment –  
Amendment to Article 8, Enforcement, Section 8.6, Remedies and Penalties, C. Civil  
Penalties

## **Jacksonville Planning Advisory Board December 8, 2025 Regular Meeting (Excerpt)**

In October of 2023, an amendment was made to the Fee Schedule to incorporate civil penalties which had previously not been included. At that time, \$250.00 per day per violation was approved, with a maximum penalty of \$500.00 per day.

Civil penalties historically had not been assessed. With the change in organization and implementation of new processes, the first civil penalties were assessed in December 2024. As a result, City Council has directed Jacksonville Planning staff to amend Article 8, Enforcement, Section 8.6, Remedies and Penalties, C. Civil Penalties to remove the dollar amount listed for civil penalties under this section and refer to the adopted fee schedule, clarify the recovery methods, and allow up to a 100% reduction in the fines accrued.

This amendment will allow flexibility in collection when there is cooperation and compliance by the parties involved.

Bob Dupuis asked the extent of code enforcement on an annual basis. Jennifer Ansell responded that it is a newer process. Historically, penalties were not utilized as an enforcement tool. By way of an example, the current rate could accrue penalties of \$15,000 per month. The ordinance currently does not provide flexibility to consider other factors in staff's application. Ryan King added that given this is a newer application, the proposed changes are a reflection of staff's experience in how the fines have been applied.

Bob Dupuis asked staff to walk the Board through the violation process. Jennifer Ansell explained the process from the courtesy violation through the window for appeals.

Matt Ray asked which party receives the notice- the property owner or tenant? Jennifer Ansell explained that the property owner and tenant both receive notice, but ultimately the property owner is responsible. Another issue occurs when the property's tax card is not updated to properly reflect the correct mailing address for the property owner of record.

When asked for clarification, Jennifer Ansell stated the amendment is meant to give the City Manager flexibility to reduce fines that have accrued or grant a waiver when a good faith effort has been demonstrated.

Matt Ray suggested that staff notify management companies too. For example, some property owners are overseas and would likely not receive notices in a timely fashion.

**Matt Ray moved to approve the Amendment to allow flexibility after a finding of facts, a-j, and finding the Amendment to be consistent with the adopted CAMA Plan, CAMA Goal 37 and Policy 37.8 and reasonable and in the public interest. Nicholas Semanderes seconded the motion.**

**The motion was unanimously approved by the Board Members present.**

**ORDINANCE (# 2026 -\_\_)**  
**AN ORDINANCE AMENDING THE CITY OF JACKSONVILLE UNIFIED  
DEVELOPMENT ORDINANCE**

**BE IT ORDAINED** by the Jacksonville City Council that the Unified Development Ordinance be amended as follows. Underlining indicates a proposed addition to the text. ~~Strikethrough~~ indicates the deletion of existing text.

**ARTICLE 8: ENFORCEMENT**

**8.6 Remedies and Penalties**

**C. Civil Penalties**

**1. General**

In addition to the other remedies cited in this ordinance for the enforcement of its provisions, and pursuant to Section 160A-175 of the North Carolina General Statutes, the standards in this ordinance may be enforced through the issuance of civil penalties by the City Manager or their designee.

The Jacksonville City Council seeks to encourage prompt compliance and efficient resolution of Unified Development Ordinance violations, prioritizing collaborative solutions over strict penalties when the responsible party demonstrates a good faith effort to resolve the violation and has obtained full compliance.

**2. Citation**

Violation of this ordinance subjects the violator to a civil penalty. To impose a civil penalty, the City Manager or their designee shall first provide the violator a written citation, either by certified mail or personal service. The citation shall describe the violation, specify the amount of the civil penalty being imposed, and direct the violator to pay the civil penalty to the City within a stated time period. Each day the violation continues shall subject the violator to issuance of additional citations.

**3. Amount of Civil Penalty**

~~The amounts of civil penalties for violation(s) of this ordinance shall be up to \$500.00 per day for each violation(s), for each day the violation(s) exists. Refer to the City of Jacksonville adopted fee schedule for Unified Development Ordinance Civil Penalties.~~

**4. Recovery of Civil Penalty through Civil Action**

If the violator fails to pay the civil penalties ~~or correct the violation~~ within ten 120 days after having been cited, the City may recover the penalties in a civil action in the nature of debt. This includes enforcing the ordinance through lawsuits, court orders directing the offender to comply with the ordinance, and legal remedies sought in equity to include injunctions, specific performance, and other types of relief.

Attachment

**A**

**5. Reduction of Civil Penalty**

A reduction in fines may be considered by the Jacksonville City Manager when the responsible party demonstrates a good faith effort to resolve the violation and has obtained full compliance. The amount of fine reduction will be determined based on the timeliness and extent of the good faith effort demonstrated in obtaining compliance.

The City Manager is authorized to reduce incurred fines by up to one hundred percent (100%).

Fine reductions are not authorized under the following circumstances:

- Repeat violations of the same ordinance within a twelve (12) month period.
- Violations involving intentional disregard for the City of Jacksonville Code of Ordinances or a lack of cooperation with enforcement efforts.
- Fines mandated by state or federal law that do not allow for local reduction or capping.
- Violations where a judicial finding of guilt or liability has been entered by a court of competent jurisdiction within the State of North Carolina.

Adopted by the Jacksonville City Council in regular session on this 20<sup>th</sup> day of January 2026.

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Sammy Phillips, Mayor

ATTEST:

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Rose R. Marshburn, City Clerk