



*Settled 1752*  
**JAMESTOWN**  
NORTH CAROLINA

**Regular Meeting of the Town Council**

**January 25, 2022**

**6:00 pm in the Civic Center**

**Agenda**

- I. **Call to Order**
  - A. Roll Call
  - B. Pledge of Allegiance
  - C. Moment of Silence
  - D. Approval of Agenda
- II. **Consent Agenda-**
  - A. Approval of minutes from the December 21, 2021 Regular Town Council Meeting
  - B. Approval and sealing of the December 21, 2021 Town Council closed session minutes
  - C. Analysis of the financial position of the Town of Jamestown
  - D. Analysis of the financial position of the Jamestown Park and Golf Course
  - E. Notification of Advances
  - F. Budget Amendment #13
- III. **Public Comment**
- IV. **Legislative Briefing** by Representative Jon Hardister, Chairman of the Guilford County Legislative Delegation and N. C. House Majority Whip – Interim Town Manager Tremé
- V. **Jamestown Rotary Club** - Clifford Paddock
- VI. **PSFD Annual Report** by Chief Carson
- VII. **GCSD Annual Report** by Captain Sansour
- VIII. **Old Business-**
  - A. Public Hearings - continued
    1. Public Hearing regarding several updates to the Land Development Ordinance – Matthew Johnson, Assistant Town Manager/Director of Planning
    2. Public Hearing on Question for Annexation pursuant to G. S. 160A-31 for 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road – Matthew Johnson, Assistant Town Manager/Director of Planning
  - B. Public Hearings
    1. Public Hearing for rezoning request from D. R. Horton for properties at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road from AG (Agricultural) to PUD (Planned Unit Development) - Matthew Johnson, Assistant Town Manager/Director of Planning
      - o Adoption of Statement of Consistency
    2. Public Hearing for consideration of Development Agreement for D. R. Horton property - Matthew Johnson, Assistant Town Manager/Director of Planning
  - C. Discussion of financing of golf equipment – Finance Director Gallman
- IX. **New Business-**
  - A. Appointment of Council representatives on Boards/Committees
    1. Piedmont Triad Regional Council (PTRC) Delegate & Alternate
    2. Transportation Advisory Committee (TAC) Representative and Alternate for the High Point Metropolitan Planning Organization (HPMPO)
    3. Appointment of Council Representative to Planning Board
    4. Appointment of Council Representative to Parks & Rec Committee
- X. **Manager/Committee Reports-**
  - A. Manager Report
  - B. Council Member Committee Reports
  - C. High School Representative Report
- XI. **Public Comment**
- XII. **Other Business**
- XIII. **Closed Session Per G.S. 143-318 to discuss matters related to Personnel**
- XIV. **Adjournment**

**Working Agenda for the January 25, 2022 Regular Town Council Meeting**

| Tentative Time Line | Agenda Item  | Responsible Party       | Action required by the Town Council  |
|---------------------|--|-------------------------|--|
| 6:00 pm             | <b>I. Call to Order</b>  | Mayor Montgomery        | Mayor Montgomery to call the meeting to order.   |
| 6:00 pm             | A. Roll Call   | Interim Town Clerk      | Avery to take roll call.   |
| 6:00 pm             | B. Pledge of Allegiance  | Mayor Montgomery        | Mayor Montgomery to lead everyone in the Pledge of Allegiance.   |
| 6:00 pm             | C. Moment of Silence   | Mayor Montgomery        | Mayor Montgomery to call for a moment of silence   |
| 6:00 pm             | D. Approval of Agenda  | Mayor Montgomery        | Mayor Montgomery to ask Council if there are any items that need to be added or deleted. Council Member makes a motion to approve the agenda. Council Member makes a second to the motion. Then vote.  |
| 6:05 pm             | <b>II. Consent Agenda</b>  |                         |  |
| 6:05 pm             | A. Approval of minutes from the December 21st Regular TC Meeting<br>B. Approval and Sealing of the December 21st Closed Session Minutes<br>C. Analysis of the financial position of the Town of Jamestown<br>D. Analysis of the financial position of the Jamestown Park and Golf Course<br>E. Notification of Advances<br>F. Budget Amendment #13 |                         | Council Member makes a motion to approve the consent agenda.<br>Council Member makes a second to the motion.<br>Then vote.   |
| 6:07 pm             | <b>III. Public Comment</b>   |                         | Please state your name and address and adhere to the 3 minute time limit   |
| 6:10 pm             | <b>IV. Legislative briefing</b>  | Call on D. Treme        | Treme to introduce Representative Jon Hardister, Chairman of Guilford County Legislative Delegation and N.C. House Majority Whip. No action required.  |
| 6:20 pm             | <b>V. Jamestown Rotary Club</b>  | Call on M. Johnson      | Johnson to introduce Clifford Paddock who will thank the staff for assistance. No action required.   |
| 6:30 pm             | <b>VI. PSFD Annual Report</b>  | Call on Chief Carson    | Chief Derrick Carson to present the annual report of the Pinecroft Sedgefield Fire Department. No action required.   |
| 6:35 pm             | <b>VII. GCSD Annual Report</b>   | Call on Captain Sansour | Captain Yousef Sansour to present the annual report of the Guilford County Sheriff's Office for District Three   |
| 6:40 pm             | <b>VIII. Old Business</b>  |                         |  |
| 6:40 pm             | A. Public Hearings continued<br>1. P.H. regarding updates to the Land Development Ordinance  | Call on A. Hawryluk     | Hawryluk to speak on proposed updates to the Land Development Ordinance and request Council adopt them as presented. Brandon Emory with ACE will be in attendance to answer questions.<br>Council Member makes a motion to adopt as presented or amended or to continue hearing.<br>Council Member makes a second to the motion. Then vote.  |
| 6:55 pm             | 2. P.H. on Annexation of 2221 Guilford College Rd, 5300 Mackay Rd, 2207 Guilford College Rd, and 5303 Mackay Road  | Call on M. Johnson      | Johnson to request Council continue the Public Hearing on Annexation to the February 15, 2022 meeting without further advertisement, as the matter is not yet ready for discussion.<br>Council Member makes a motion to continue the Public Hearing on Annexation to the February 15, 2022 Council meeting without further advertisement.<br>Council member makes a second to the motion. Then vote.   |
| 7:00 pm             | B.<br>1. P.H. on rezoning request from D.R. Horton for properties at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road and 5303 Mackay Road from AG (Agricultural) to PUD (Planned Unit Development).   | Call on M. Johnson      | Johnson to request Council continue the Public Hearing on rezoning request from D.R. Horton to the February 15, 2022 meeting without further advertisement.<br>Council Member makes a motion to continue the Public Hearing on rezoning request from D.R. Horton to the February 15, 2022 meeting without further advertisement.<br>Council member makes a second to the motion. Then vote.  |
| 7:05 pm             | 2. P.H. on Development Agreement for the D.R. Horton rezoning request  | Call on M. Johnson      | Johnson to request Council continue the Public Hearing on the Development Agreement to February 15, 2022 without further advertisement as the framework and content of the agreement are ongoing with the Town's legal counsel.<br>Council Member makes a motion to continue the Public Hearing on the Development Agreement to the February 15, 2022 meeting without further advertisement.<br>Council Member make a second to the motion. Then vote. |
| 7:10 pm             | C. Discussion of financing of golf   | Call on J. Gallman      | Finance Officer Gallman to inform Council that rates approved July 2021 have expired due to the back order of the equipment and may increase. No action required.  |



|         |   |                   |   |
|---------|---|-------------------|---|
|         | equipment   |                   | This does not require an action.  |
| 7:15 pm | <b>IX. New Business</b>   |                   |   |
| 7:15 pm | <b>A. Appointment of Council representatives on Boards/Committees</b>                           | Mayor Montgomery  |   |
| 7:15 pm | <b>1. PTRC Delegate &amp; Alternate</b>   | Mayor Montgomery  | Mayor Montgomery to ask Council for nominations for the delegate for the Piedmont Triad Regional Council. Council Member makes a motion to appoint (member name) as the delegate to Piedmont Triad Regional Council. Council member makes a second to the motion. Then vote.<br><br>Mayor to ask Council for nominations for the alternate delegate for the Piedmont Triad Regional Council. Council Member makes a motion to appoint (member name) as the alternate delegate to Piedmont Triad Regional Council. Council member makes a second to the motion. Then vote.   |
| 7:20 pm | <b>2. TAC Rep &amp; Alternate for the HPMPD</b>   | Mayor Montgomery  | Mayor Montgomery to ask Council for nominations for the representative for the High Point Metropolitan Planning Organization Transportation Advisory Committee. Council Member makes a motion to appoint (member name) as the representative for the High Point Metropolitan Planning Organization Transportation Advisory Committee. Council member makes a second to the motion. Then vote.<br><br>Mayor to ask Council for nominations for the alternate representative for the High Point Metropolitan Planning Organization Transportation Advisory Committee. Council Member makes a motion to appoint (member name) as the alternate representative for the High Point Metropolitan Planning Organization Transportation Advisory Committee. Council member makes a second to the motion. Then vote. |
| 7:25 pm | <b>3. Council rep to PB</b>   | Mayor Montgomery  | Mayor to ask Council for nominations for the Council representative to the Planning Board. Council Member makes a motion to appoint (member name) as the representative to the Planning Board. Council member makes a second to the motion. Then vote.  |
|         | <b>4. Council Rep to P&amp;R</b>  | Mayor Montgomery  | Mayor to ask Council for nominations for the Council representative to the Parks and Recreation Committee. Council Member makes a motion to appoint (member name) as the representative to the Parks and Recreation Committee. Council member makes a second to the motion. Then vote.  |
| 7:30 pm | <b>X. Manager/Committee Reports</b>   |                   |   |
| 7:30 pm | <b>A. Manager Report</b>  | Call on D. Treme  | Treme to present his monthly Manager's Report to Town Council.  |
| 7:35 pm | <b>B. Council Member Committee Reports</b>  | Mayor Montgomery  | Mayor Montgomery to request that Council Members give reports for any Committees that they serve on.  |
| 7:40 pm | <b>C. High School Representative Report</b>   | Call on M. Conway | Conway to present report  |
| 7:45 pm | <b>XI. Public Comment</b>   |                   | Please state your name and address and adhere to the 3 minute time limit  |
| 7:50 pm | <b>XII. Other Business</b>  |                   |   |
| 7:55 pm | <b>XIII. Closed Session per G.S. 143-318.11 (a) (6) to discuss matters related to Personnel</b> |                   | Council Member makes a motion to go into Closed Session per G.S. 143-318 to discuss matters related to Personnel. Council Member makes a second to the motion. Then vote.   |
| 8:30 pm | <b>XIV. Adjournment</b>   |                   | Council Member makes a motion to return to open session. Council Member makes a second to the motion. Then vote.<br>Council Member makes a motion to adjourn. Council Member makes a second to the motion. Then vote.   |

**Mayor**  
Lynn Montgomery

**Interim Town Manager**  
Dave Treme

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Approval of minutes from December 21, 2021 Regular TC Meeting

**AGENDA ITEM #:** II-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

**MEETING DATE:** December 21, 2021

**ESTIMATED TIME FOR DISCUSSION:** 0 Minutes

**DEPARTMENT:** Administration

**CONTACT PERSON:** Nancy Avery, Interim Town Clerk

**SUMMARY:**

Approval of minutes from the December 21, 2021 Regular TC Meeting

**ATTACHMENTS:** Draft minutes 12.21.2021 Council meeting

**RECOMMENDATION/ACTION NEEDED:** Staff recommends that Council approve the Consent Agenda

**BUDGETARY IMPACT:** N/A

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

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



**Regular Meeting of the Town Council  
December 21, 2021  
6:00 pm in the Civic Center  
Minutes & General Account**

**DRAFT**

**The Town Council held its regular meeting at 6 pm on Tuesday, December 21, 2021.**

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

**Staff Members Present:** Interim Town Manager Treme, Assistant Town Manager/Director of Planning Matthew Johnson, Director of Public Services Paul Blanchard, Town Planner Anna Hawryluk, Finance Director Judy Gallman, Accounting Specialist Faith Wilson, Town Attorney Jim Lanik, Interim Town Clerk Nancy Avery.

**Visitors present:** Carol Brooks

**Call to order** – Mayor Montgomery called the meeting to order at 6 pm.

- Roll Call – Interim Clerk Avery took roll call as follows  
Council Member Wolfe- Present  
Council Member Capes- Present  
Mayor Montgomery- Present  
Council Member Straughn- Present  
Council Member Rayborn- Present

Avery stated that a quorum was present.

- Pledge of Allegiance- Mayor Montgomery led everyone in the Pledge of Allegiance.
- Moment of Silence- Mayor Montgomery called for a moment of silence.
- Approval of Agenda- Mayor Montgomery announced the following changes to the agenda:
  - II - Consent Agenda item G - Budget amendment listed as number #11, but is # 12. Total amendment increased from \$15,000 to \$55,000 with addition of \$40,000 for legal fees.
  - Item IV - Legislative briefing - Representative Hardister was not able to attend and asked to reschedule for the January meeting.
  - VII - Old Business, item on Public Hearing for rezoning – staff will also request a Public Hearing for January meeting for consideration of a Development Agreement.

The Mayor asked if anyone would like to change, add, or delete any items on the agenda.

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

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

- A. Approval of minutes from the November 16th Regular Town Council Meeting
- B. Approval & Sealing of the November 16th Closed Session Minutes
- C. Approval of 2022 Town Council meeting dates
- D. Financial Analysis of the Town of Jamestown
- E. Financial Analysis of the Jamestown Park & Golf Course
- F. Notification of Advances
- G. Budget Amendment # 12

Council Member Capes made a motion to approve the consent agenda as amended with changes to item G, previously referenced. Council Member Straughn made a second to the motion. The motion passed by a unanimous vote.

**Public Comment** - none

**Presentation of Annual Comprehensive Financial Report results by John Frank, partner in Dixon, Hughes, and Goodman LLP** – Finance Director Gallman introduced Mr. Frank to present the results of the audit.

Mr. Frank stated his firm issued an unmodified or clean audit report for fiscal year 2020-2021. They did not identify any material weaknesses in internal controls and the Town again this year received the excellence in financial reporting award, as it has received many years in a row.

Highlights from the executive summary are:

- Town's cash investment balances compared to fiscal year 2019-2020 are up by \$1.1 million dollars.
- General Fund cash balance is up primarily due to receipt of reimbursements from the Department of Transportation related to the sidewalk capital projects.
- Water and Sewer Fund cash is down by about \$883,000 due to payments made to City of High Point for the east side wastewater treatment plant and repairs and improvements to the Riverdale pump station.
- General Fund available Fund Balance is up by a little over \$1,000,000.
- Remaining General Fund Balance after restrictions and the Town's fund balance policy is up this year from a deficit of \$797,000 last year to a positive amount of \$372,000.
- General Fund revenues compared to last year were up by \$442,000. Most recurring revenues were up and sales tax revenue increased. Property taxes were also up this year. Golf course revenues, cell tower fees and planning fees also increased.
- General Fund expenditures were up by \$1,000,000 due to street resurfacing projects, recreation expenses were higher due to more activity and the golf course and transfer out to the recreation maintenance facility was made to the recreation capital project fund.
- Percentage of General Fund available balance to expenditures is at sixty-six percent (66%) representing an improvement over prior year compared to state average for other towns the same size. This is eleven percent (11%) below the state average but well above the recommended eight percent (8%).
- Water and Sewer Fund change in net position was \$316,000 which is still a positive increase.



- Property tax collection rate was one hundred (100) percent which is outstanding

**DRAFT**

**Consideration of rescheduling Tuesday, January 18, 2022 regular meeting to Tuesday, January 25, 2022** – Johnson requested Council reschedule the January 18, 2022 meeting to Tuesday, January 25, 2022 due to scheduling conflicts.

Council Member Wolfe made a motion to reschedule the January 18, 2022 meeting to Tuesday, January 25, 2022 at 6:00 pm in the Civic Center. Council Member Capes made a second to the motion. The motion passed by a unanimous vote.

### **Old Business**

#### **A. Public Hearings Continued from November 16<sup>th</sup> meeting**

1. Public Hearing regarding several updates to the Land Development Ordinance -Johnson stated more work and discussion were needed on these updates before continuing the Public Hearing. He requested Council continue the hearing to the January 25, 2022 meeting without further advertisement.

Mayor Montgomery opened the hearing at 6:10 pm.

1. Gale Jacks, 5604 West Lock Court in Fox Hollow – She did not attend last month's Council meeting and asked for an explanation of what the hearing was about.

The Mayor responded that it is about Land Development ordinances that include all of Jamestown.

As there were no other speakers, the Mayor closed the Public Hearing at 6:13 pm.

Council Member Straughn made a motion to continue the public hearing on LDO updates to the January 25, 2022 meeting without further advertisement. Council Member Capes made a second to the motion. The motion passed by a unanimous vote.

2. Public Hearing on Question for Annexation pursuant to G. S. 160A-31 for 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road – Johnson stated this was not yet ready for a hearing. He requested Council continue the hearing to the January 25, 2022 meeting without further advertisement. He said it came to his attention that information was sent to the Fox Hollow community that they are included in this annexation and that is not correct.

The Mayor opened the Public Hearing at 6:14 pm.

The Mayor reaffirmed that the Fox Hollow community is not included in the Annexation request.

Bud Cantana stated that if Fox Hollow comes up for annexation, he would not mind if Council thinks about Jamestown versus High Point of Greensboro.

As there were no other speakers, the Mayor closed the Public Hearing at 6:17 pm.

Council Member Straughn made a motion to continue the public hearing on annexation to the January 25, 2022 meeting without further advertisement. Council Member Capes made a second to the motion. The motion passed by a unanimous vote.

B. Consideration of scheduling Public Hearing for rezoning request from D. R. Horton for properties at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road from AG (Agricultural) to PUD (Planned Unit Development) for the January 25, 2022 regular meeting – Planning Director Johnson stated the Town had received an application for rezoning the above lots and the request has been before the Planning Board. Staff recommends scheduling a Public Hearing for the Council January 25, 2022 meeting.

Council Member Wolfe made a motion to set a Public Hearing for the rezoning application received from D. R. Horton properties as referenced above at 6 pm in the Civic Center as part of the Council's January 25, 2022 meeting. Council Member Straughn made a second to the motion. The motion passed by a unanimous vote.

B-2. Consideration of scheduling Public Hearing for a Development Agreement related to the rezoning request from D. R. Horton – Johnson requested Council also schedule a Public Hearing for the January 25<sup>th</sup> meeting to consider a Development Agreement related to the rezoning request.

Council Member Wolfe made a motion to set a Public Hearing to consider a Development Agreement for the January 25, 2022 Council meeting. Council Member Rayborn made a second to the motion. The motion passed by a unanimous vote.

C. Recommendation on unsealing 2021 Closed Session minutes – Attorney Lanik stated after review of the 2021 Closed Session minutes, the recommendation is to keep them sealed as they are all related to either Personnel or Attorney Client privilege.

## **New Business**

### A. Oaths of Office for newly elected Mayor and Town Council members

North Carolina Supreme Court Chief Justice Paul Newby administered the Oath of Office to the Mayor and Council Members. He congratulated them on being elected and continuing to serve the Town. He said his family moved to Jamestown in 1958 and it was a pleasure and honor for him to be there for the oath.

### B. Consideration of election of Mayor Pro Tem

Council Member Rayborn made a motion to make Council Member Wolfe Mayor Pro Tem. Council Member Capes made a second to the motion. The motion passed by a unanimous vote.

C. Consideration of adoption of Retreat and Budget/CIP calendar for FY 2022-2023 – Treme said a calendar has been set for retreat and budget meetings for next year. At the retreat the Town will review the strategic plan and staff will report on the status. Hazen and Sawyer will speak about growth in wastewater study results. There will be a report on town hall expansion and renovation projects. There will be a five year look back at expenditures and revenues for the Golf court and capital projects will be discussed. Present plans for the recreation and maintenance



facility will be discussed if the county's plan review is received. Budgeting meetings are as required to discuss needs for the upcoming year.

DRAFT

He recommended approval of the Retreat and Budget/CIP calendar for Fiscal Year 2022-2023 as presented.

Council Member Straughn stated he could not attend the Friday, March 18, 2022 budget workshop.

Council Member Wolfe made a motion to move the March 18, 2022 budget workshop to Tuesday, March 15, 2022 and adopt the Retreat and Budget/CIP calendar as amended. Council Member Capes made a second to the motion. The motion passed by a unanimous vote.

D. Consideration of Resolution appointing Faith Wilson as Deputy Finance Officer for preaudit and disbursement signatory duties – Gallman read the resolution and said this is important because sometimes it is hard to find someone to sign checks.

Council Member Capes made a motion to adopt the resolution appointing Faith Wilson as Deputy Finance Officer for preaudit and disbursement signatory duties. Council Member Straughn made a second to the motion. The motion passed by a unanimous vote.

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

Manager Report – Treme said Phil Mickles in the Water Department has retired. He made a major contribution to the Town in the wastewater/water area as ORC.

Council Member Reports - none

**Public Comment** - none

#### **Closed Session Per G. S. 143-318.11 (a) (6) to discuss matters related to personnel**

Council Member Capes made a motion to go into Closed Session as per G. S. 143-318.11 (a) (6) to discuss matters related to personnel at 6:38 pm. Council Member Straughn made a second to the motion. The motion passed by a unanimous vote.

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

Council Member Wolfe made a motion to return to open session at 7:05 pm. Council Member Straughn made a second to the motion. The motion passed by a unanimous vote.

Council Member Wolfe made a motion to approve an agreement for part time interim Town Manager Dave Treme. Council Member Straughn made a second to the motion. The motion passed by a unanimous vote.

#### **Adjournment**

DRAFT

Council Member Straughn made a motion to adjourn at 7:07 pm. Council member Capes made a second to the motion. The motion passed by a unanimous vote.

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Mayor Lynn Montgomery

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Interim Town Clerk Nancy Avery



**Mayor**  
Lynn Montgomery

**Interim Town Manager**  
Dave Treme

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

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ITEM ABSTRACT: Approval & sealing of closed session minutes -12/21/2021 TC Meeting AGENDA ITEM #: II-B



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

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MEETING DATE: January 25, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Nancy Avery, Interim Town Clerk

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SUMMARY:

Approval and sealing of closed session minutes from the December 21, 2021 TC Meeting.

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ATTACHMENTS: N/A

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council approve the Consent Agenda

BUDGETARY IMPACT: N/A

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

FOLLOW UP ACTION NEEDED: N/A

**Mayor**  
Lynn Montgomery

**Interim Town Manager**  
Dave Treme

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Financial Analysis for December 2021

**AGENDA ITEM #:** II-C



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

**MEETING DATE:** January 25, 2021

**ESTIMATED TIME FOR DISCUSSION:**

**DEPARTMENT:** Finance

**CONTACT PERSON:** Judy Gallman

**SUMMARY:**

Summary schedule of cash & deposits, debt balances, and total revenues collected to date and expenditures to date is provided. A detailed budget to actual statement is also included as of 12-31-21.

Expenditures during December included a generator at Town Hall, blower purchase, and hydrant painting. Services during the month include code enforcement, Seth Harry, ADA plan, stormwater study, and sewer study.

All funds budgets look good at this point in the fiscal year. The Town received the second distribution for Powell Bill funding. The funds came in higher than expected to make up for the lower amount received for the first distribution. Total cash & investments amounts have increased somewhat. This is due to the fact that there are some large projects scheduled to be undertaken or completed by fiscal year end. A large amount of cash will be expended by then for these projects.

**ATTACHMENTS:** Financial report

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:** Approve as part of Consent Agenda

**FOLLOW UP ACTION NEEDED:**

Town of Jamestown  
Financial Summary Report  
Cash Balances  
as of December 31, 2021

|   |                      |
|---|----------------------|
| Petty Cash                              | \$ 1,350             |
| Operating Cash                          | 2,260,535            |
| Certificates of Deposit                 | 3,002,503            |
| Money Market Accounts - First Bank      | 1,227,762            |
| North Carolina Capital Management Trust | 10,058,290           |
|   | <u>\$ 16,550,440</u> |

Reservations of cash:

|  |                     |
|--|---------------------|
| Cash reserved for Randleman Reservoir                | \$ 601,352          |
| Cash reserved by Powell Bill for street improvements | 280,012             |
| General Capital Reserve Fund                         | 1,837               |
| East Fork Sidewalk Capital Project                   | 78                  |
| Lydia Multi-use Greenway Capital Project             | 1,403               |
| Oakdale Sidewalk Phase 3                             | 114,219             |
| Oakdale Sidewalk Phase 2                             | 30,103              |
| Recreational Maintenance Facility Capital Project    | 551,588             |
| Grants Project Ordinance Fund - ARP                  | 715,297             |
| Water Sewer Capital Reserve Fund                     | 672,062             |
|  | <u>\$ 2,967,951</u> |

Cash by Fund:

|   |                      |
|---|----------------------|
| General   | \$ 4,528,107         |
| General Capital Reserve Fund                      | 1,837                |
| East Fork Sidewalk Capital Project                | 78                   |
| Lydia Multi-use Greenway Capital Project          | 1,403                |
| Oakdale Sidewalk Phase 3                          | 114,219              |
| Oakdale Sidewalk Phase 2                          | 30,103               |
| Recreational Maintenance Facility Capital Project | 551,588              |
| Grants Project Ordinance fund - ARP               | 715,297              |
| Water/Sewer                                       | 9,334,394            |
| Randleman Reservoir                               | 601,352              |
| Water/Sewer Capital Reserve Fund                  | 672,062              |
|   | <u>\$ 16,550,440</u> |

Cash by Bank:

|               |                      |
|---------------|----------------------|
| NCCMT         | \$ 10,058,290        |
| Pinnacle Bank | 4,260,535            |
| First Bank    | 2,230,265            |
|               | <u>\$ 16,549,090</u> |



**Town of Jamestown  
Financial Summary Report  
Debt Balances  
as of December 31, 2021**

| <b>Installment Purchase Debt:</b>   | <b>Balance at<br/>12/31/2021</b> | <b>Final<br/>Payment<br/>Date</b> | <b>Final<br/>Payment<br/>Fiscal Year</b> |
|-------------------------------------|----------------------------------|-----------------------------------|--|
| <b>GENERAL FUND:</b>                |                                  |                                   |  |
| Sanitation truck, financed in 2017  | \$ 61,079                        | 12/1/2023                         | 2023/2024                                |
| Leaf truck, financed in 2017        | 62,439                           | 12/1/2023                         | 2023/2024                                |
| Knuckleboom truck, financed in 2020 | 103,651                          | 5/7/2025                          | 2024/2025                                |
| Golf Clubhouse Renovation           | <u>400,017</u>                   | 11/3/2027                         | 2027/2028                                |
|                                     | <u><u>\$ 627,186</u></u>         |                                   |  |

**WATER & SEWER FUND:**

|  |                          |           |           |
|--|--------------------------|-----------|-----------|
| Water & Sewer Maintenance Facility<br>Construction | <u><u>\$ 299,977</u></u> | 11/3/2027 | 2027/2028 |
|--|--------------------------|-----------|-----------|

Town of Jamestown  
Financial Summary Report  
Total Revenues & Expenditures by Fund  
as of December 31, 2021

|   | <u>General<br/>Fund (#10)</u> | <u>General<br/>Capital Reserve<br/>Fund (#11)</u> | <u>Water/Sewer<br/>Fund (#30)</u> | <u>Randleman<br/>Reservoir<br/>Fund (#60)</u> | <u>Water/Sewer<br/>Capital Reserve<br/>Fund (#61)</u> |
|---|-------------------------------|---|-----------------------------------|---|---|
| Current Year Revenues (and transfers)                         | 2,995,686                     | -   | 1,795,396                         | 36,528  | 431,601   |
| % of budget received  | 44%                           | 0%  | 33%                               | 30%   | 100%  |
| % of budget, excluding appropriated<br>fund balance, received | 55%                           | 0%  | 51%                               | 100%  | 100%  |
| Expenditures (and transfers)                                  | 2,623,591                     | -   | 1,804,767                         | 61,119  | -   |
| % of budget expended  | 39%                           | 0%  | 33%                               | 50%   | 0%  |

|   | <u>Fund (#16)</u>                    | <u>Fund (#17)</u>                         | <u>Fund (#18)</u>                                    | <u>Fund (#20)</u>  | <u>Fund (#21)</u>                                    | <u>Fund (#22)</u>                          |
|---|--------------------------------------|---|--|--|--|--|
|   | <u>East Fork<br/>Capital Project</u> | <u>Lydia (E Main)<br/>Capital Project</u> | <u>Oakdale<br/>Sidewalk Ph 3<br/>Capital Project</u> | <u>Recreational<br/>Maint Facility<br/>Capital Project</u> | <u>Oakdale<br/>Sidewalk Ph 2<br/>Capital Project</u> | <u>Special<br/>Revenue<br/>Grants Fund</u> |
| Life to Date Revenues & Other Financing Sources | 1,614,259                            | 1,963,050                                 | 218,581  | 584,180  | 79,589   | 715,297                                    |
| % of budget received                            | 91%                                  | 99%                                       | 32%  | 100%   | 40%  | 50%  |
| Life to Date Expenditures                       | 1,613,324                            | 1,945,280                                 | 103,912  | 32,411   | 49,486   | -  |
| % of budget expended                            | 91%                                  | 98%                                       | 15%  | 6%   | 25%  | 0%   |

**Mayor**  
Lynn Montgomery

**Interim Town Manager**  
Dave Treme

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Golf report for December 2021

**AGENDA ITEM #:** II-D



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

**MEETING DATE:** January 25, 2022

**ESTIMATED TIME FOR DISCUSSION:**

**DEPARTMENT:** Finance

**CONTACT PERSON:** Judy Gallman

**SUMMARY:**

Attached is the report of golf operations for December 2021.

Total revenues for the month of December 2021 were \$73,391 and operating expenditures were \$108,922. Thus there was a net operating loss of \$35,531 for the month. In December 2020, there was an operating loss of \$49,800.

For the month of December 2021 there were 2,085 rounds played, and 1,292 rounds played in December 2020.

December was a good month for golf - lots of rounds played due in part to fairly good weather (prior year weather during December was not nearly as good).

The grill had a net loss of \$2,694 for December 2021; in December 2020, the net loss was \$4,118. For the current fiscal year-to-date the grill has a net loss of \$3,009; in 2020 (year-to-date), there was a net loss of \$6,069. More rounds played means more food and beverages purchased.

**ATTACHMENTS:** Golf report

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:** Approve as part of Consent Agenda

**FOLLOW UP ACTION NEEDED:** None



Summary  
FYE 6/30/22

|   | December<br>2021 | December<br>2020 | Variance | %<br>Variance | YTD<br>FYE 6/30/22 | YTD<br>FYE 6/30/21 | Variance | %<br>Variance |
|---|------------------|------------------|----------|---------------|--------------------|--------------------|----------|---------------|
| <b>Golf Course Operating Revenues</b>                                   | 73,391           | 44,967           | 28,424   | 63.21%        | 596,846            | 563,556            | 33,290   | 5.91%         |
| <b>Golf Course Maintenance Expenditures<br/>(before capital outlay)</b> | 63,121           | 52,167           | 10,954   | 21.00%        | 404,959            | 343,027            | 61,932   | 18.05%        |
| <b>Golf Course Golf Shop Expenditures<br/>(before capital outlay)</b>   | 45,801           | 42,600           | 3,201    | 7.51%         | 346,047            | 318,602            | 27,445   | 8.61%         |
| <b>Net exp &lt; or &gt; rev before Capital Outlay</b>                   | (35,531)         | (49,800)         | 14,269   |               | (154,160)          | (98,073)           | (56,087) |               |
| <b>Capital Outlay</b>   | -                | -                | -        |               | 33,378             | 1,967              | (31,411) |               |
| <b>Net expenditures &lt; or &gt; revenues</b>                           | (35,531)         | (49,800)         | 14,269   | 28.65%        | (187,538)          | (100,040)          | (87,498) | -87.46%       |
| <br><b>Golf Rounds Played (not including<br/>complimentary play)</b>    | <br>2,085        | <br>1,292        |          |               | <br>14,480         | <br>16,957         |          |               |
| <br><b>Bad Weather Days (1)</b>   | <br>8            | <br>14           |          |               |                    |                    |          |               |
| <b>Days closed for aerification, covered greens, COVID</b>              | 1                | 1                |          |               | 34                 | 21                 |          |               |
| (Christmas)   | (Christmas)      |                  |          |               | 2                  | 4                  |          |               |
| <br><b>Golf course employees paid during the month:</b>                 |                  |                  |          |               |                    |                    |          |               |
| Full-time positions   | 11               | 8                |          |               |                    |                    |          |               |
| Part-time hours   | 426              | 811              |          |               |                    |                    |          |               |

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

Jamestown Park Golf Course Revenues  
Revenues  
FYE 6/30/22

|                               | <u>December<br/>2021</u> | <u>December<br/>2020</u> | <u>Variance</u> | <u>%<br/>Variance</u> | <u>YTD<br/>FYE 6/30/22</u> | <u>YTD<br/>FYE 6/30/21</u> | <u>Variance</u> | <u>%<br/>Variance</u> |
|-------------------------------|--------------------------|--------------------------|-----------------|-----------------------|----------------------------|----------------------------|-----------------|-----------------------|
| Greens                        | 36,188                   | 22,352                   | 13,836          | 61.90%                | 305,279                    | 288,643                    | 16,636          | 5.76%                 |
| Cart Rentals                  | 22,508                   | 12,740                   | 9,768           | 76.67%                | 165,819                    | 163,716                    | 2,103           | 1.28%                 |
| Pull Carts                    | 18                       | 10                       | 8               | 80.00%                | 159                        | 208                        | (49)            | -23.56%               |
| Driving Range                 | 3,680                    | 2,516                    | 1,164           | 46.26%                | 31,736                     | 29,499                     | 2,237           | 7.58%                 |
| Sales - Golf Shop Inventory   | 4,534                    | 4,354                    | 180             | 4.13%                 | 38,463                     | 35,975                     | 2,488           | 6.92%                 |
| Sales - Golf Shop Concessions | 6,293                    | 2,955                    | 3,338           | 112.97%               | 53,450                     | 44,730                     | 8,720           | 19.49%                |
| Golf Clubhouse Rental Fees    | 170                      | 40                       | 130             | 325.00%               | 1,940                      | 785                        | 1,155           | 147.13%               |
| Ins Recoveries                | (golf clubs)<br>-        | (golf clubs)<br>-        |                 |                       | (golf clubs)<br>-          | (golf clubs)<br>-          |                 |                       |
|                               | <u>73,391</u>            | <u>44,967</u>            | 28,424          | 63.21%                | <u>596,846</u>             | <u>563,556</u>             | 33,290          | 5.91%                 |

Jamestown Park Golf Course Operations  
Golf Maintenance Expenditures  
FYE 6/30/22

|  | <u>December<br/>2021</u> | <u>December<br/>2020</u> | <u>Variance</u> | <u>%<br/>Variance</u> | <u>YTD<br/>FYE 6/30/22</u> | <u>YTD<br/>FYE 6/30/21</u> | <u>Variance</u> | <u>%<br/>Variance</u> |
|--|--------------------------|--------------------------|-----------------|-----------------------|----------------------------|----------------------------|-----------------|-----------------------|
| <b>Salaries &amp; Employee Benefits</b>                                  | 47,979                   | 41,979                   | 6,000           | 14.29%                | 260,423                    | 231,960                    | 28,463          | 12.27%                |
| <b>Supplies &amp; Materials</b>  | a. 9,763                 | 3,823                    | 5,940           | 155.38%               | 59,142                     | 46,880                     | 12,262          | 26.16%                |
| <b>Contractual Services</b>  | 3,035                    | 4,158                    | (1,123)         | -27.00%               | 37,422                     | 50,876                     | (13,454)        | -26.44%               |
| <b>Other Operating Expenditures<br/>(utilities, communications, etc)</b> | <u>2,343</u>             | <u>2,207</u>             | <u>136</u>      | 6.17%                 | <u>14,594</u>              | <u>11,344</u>              | <u>3,250</u>    | 28.65%                |
| <b>Total Exp before Capital Outlay</b>                                   | <u>63,121</u>            | <u>52,167</u>            | <u>10,954</u>   | 21.00%                | <u>371,581</u>             | <u>341,060</u>             | <u>30,521</u>   | 8.95%                 |
| <b>Capital Outlay</b>  | <u>-</u>                 | <u>-</u>                 | <u>-</u>        |                       | <u>33,378</u>              | <u>1,967</u>               | <u>31,411</u>   |                       |
|  | <u><u>63,121</u></u>     | <u><u>52,167</u></u>     | <u>10,954</u>   | 21.00%                | <u><u>404,959</u></u>      | <u><u>343,027</u></u>      | <u>61,932</u>   | 18.05%                |

Variances:

- a. The following items were higher in December 2021:

Gas & Diesel, chemicals, and equipment supplies (due to higher prices, ground conditions and condition of equipment).



Jamestown Park Golf Course Operations  
Golf Shop Expenditures  
FYE 6/30/22

|  | December<br>2021 | December<br>2020 | Variance | %<br>Variance | YTD<br>FYE 6/30/22 | YTD<br>FYE 6/30/21 | Variance | %<br>Variance |
|--|------------------|------------------|----------|---------------|--------------------|--------------------|----------|---------------|
| <i>Salaries &amp; Employee Benefits</i>                                  | 30,653           | 26,381           | 4,272    | 16.19%        | 195,216            | 169,874            | 25,342   | 14.92%        |
| <i>Supplies &amp; Materials</i>  | 6,441            | 4,312            | 2,129    | 49.37%        | 56,768             | 52,843             | 3,925    | 7.43%         |
| <i>Contractual Services</i>  | 5,380            | 8,215            | (2,835)  | -34.51%       | 64,283             | 66,015             | (1,732)  | -2.62%        |
| <i>Other Operating Expenditures<br/>(utilities, communications, etc)</i> | 3,327            | 3,692            | (365)    | -9.89%        | 29,781             | 29,870             | (89)     | -0.30%        |
| <i>Total Exp before Capital Outlay</i>                                   | 45,801           | 42,600           | 3,201    | 7.51%         | 346,047            | 318,602            | 27,445   | 8.61%         |
| <i>Capital Outlay</i>  | -                | -                | -        |               | -                  | -                  | -        |               |
|  | <u>45,801</u>    | <u>42,600</u>    | 3,201    | 7.51%         | <u>346,047</u>     | <u>318,602</u>     | 27,445   | 8.61%         |

**Grill Operations**  
**FYE 6/30/22**

|                           | <u>December<br/>2021</u> | <u>YTD<br/>FYE 6/30/22</u> | <u>December<br/>2020</u> | <u>YTD<br/>FYE 6/30/21</u> |
|---------------------------|--------------------------|----------------------------|--------------------------|----------------------------|
| Golf Shop Grill Revenues  | 6,293                    | 53,450                     | 2,955                    | 44,730                     |
| Golf Shop Rental Revenue  | -                        | 560                        | -                        | -                          |
|                           | <u>6,293</u>             | <u>54,010</u>              | <u>2,955</u>             | <u>44,730</u>              |
| Expenditures:             |                          |                            |                          |                            |
| Wages                     | 4,018                    | 22,026                     | 3,354                    | 20,840                     |
| FICA                      | 321                      | 1,693                      | 597                      | 597                        |
| Benefits                  | 1,565                    | 9,220                      | 1,446                    | 8,505                      |
| Grill supplies            | 111                      | 1,345                      | 242                      | 1,153                      |
| Food & beverage purchases | <u>2,973</u>             | <u>22,735</u>              | <u>1,434</u>             | <u>19,704</u>              |
|                           | <u>8,987</u>             | <u>57,019</u>              | <u>7,073</u>             | <u>50,799</u>              |
|                           | <u>(2,694)</u>           | <u>(3,009)</u>             | <u>(4,118)</u>           | <u>(6,069)</u>             |

**Mayor**  
Lynn Montgomery

**Interim Town Manager**  
Dave Treme

**Town Attorney**  
Beth Koonce



**Council Members**  
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John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Notification of Advances Outstanding for sidewalk projects

**AGENDA ITEM #:** II-E



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

**MEETING DATE:** January 25, 2021

**ESTIMATED TIME FOR DISCUSSION:**

**DEPARTMENT:** Finance

**CONTACT PERSON:** Judy Gallman

**SUMMARY:**

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

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

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

East Main Street (Lydia) sidewalk project - \$538,224.20

East Fork Road sidewalk & pedestrian bridge project - \$1,063

Note: We have requested some additional reimbursements from NCDOT. After sending in additional information that they requested, we should be receiving these reimbursements soon.

**ATTACHMENTS:** None

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:** Approve as part of Consent Agenda

**FOLLOW UP ACTION NEEDED:**



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## TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Budget Amendment #13

AGENDA ITEM #: II-F



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: January 25, 2021

ESTIMATED TIME FOR DISCUSSION:

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

**SUMMARY:**

This budget amendment will increase the budget for bathrooms at Wrenn Miller (quote was higher than anticipated, and also water and sewer hook-ups and electricity have to be included).

Also included in this budget amendment is funds to add a study that will monitor the flows at Adams Farm and Deep River outfalls.

**ATTACHMENTS:**

**RECOMMENDATION/ACTION NEEDED:** Staff recommends that Council approve budget amendment # 13 as part of the Consent agenda

**BUDGETARY IMPACT:** \$104,100 increase in expenditures and appropriated fund balance

**SUGGESTED MOTION:** Approve budget amendment # 13 as part of the Consent Agenda

**FOLLOW UP ACTION NEEDED:**

**FYE 6/30/22**  
**BUDGET AMENDMENT #13**

**Fund 10:**

|   |              |           |           |
|---|--------------|-----------|-----------|
| Buildings   | 10-6200-5800 | 56,100.00 |           |
| Appropriated Fund Balance   | 10-3991      |           | 56,100.00 |
| To increase budget for bathrooms at Wrenn Miller (includes water / sewer and electrician) |              |           |           |

**Fund 30:**

|  |              |           |           |
|--|--------------|-----------|-----------|
| Other Contracted Services  | 30-7100-4990 | 48,000.00 |           |
| Appropriated Net Position  | 30-3992      |           | 48,000.00 |
| To budget for flow monitoring study on Adams Farm Outfall / Deep River Outfall |              |           |           |

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John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

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**ITEM ABSTRACT:** Legislative Breifing

**AGENDA ITEM #:** IV

☐

CONSENT AGENDA ITEM

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ACTION ITEM

☒

INFORMATION ONLY

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**MEETING DATE:** Jan. 25, 2022

**ESTIMATED TIME FOR DISCUSSION:** 20 min.

**DEPARTMENT:** Administration

**CONTACT PERSON:** Dave Treme, Interim Town Mgr.

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**SUMMARY:**

House Majority Whip Rep. Jon Hardister will be joining the Council for a legislative update. Rep. Hardister is in his 5th term as a representative from Guilford County.

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**ATTACHMENTS:**

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:**

**FOLLOW UP ACTION NEEDED:**

**Mayor**  
Lynn Montgomery

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Dave Treme

**Town Attorney**  
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John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

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ITEM ABSTRACT: Jamestown Rotary Club

AGENDA ITEM #: V

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CONSENT AGENDA ITEM

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ACTION ITEM

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INFORMATION ONLY

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MEETING DATE: January 25, 2022

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Matt Johnson, Assistant Town Mgr.

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SUMMARY:

Jamestown Rotary Club representative Clifford Paddock to address Council.

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ATTACHMENTS: N/A

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A



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Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Annual Report - PSFD

AGENDA ITEM #: VI

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CONSENT AGENDA ITEM

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ACTION ITEM

☒

INFORMATION ONLY

MEETING DATE: Jan. 25, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min.

DEPARTMENT: Administration

CONTACT PERSON: Derek Carson, PSFD Chief

**SUMMARY:**

Pinecroft Sedgefield Fire Dept. Chief Derek Carson will present their annual report.

**ATTACHMENTS:**

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:**

**FOLLOW UP ACTION NEEDED:**

**Mayor**  
Lynn Montgomery

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Dave Treme

**Town Attorney**  
Beth Koonce



**Council Members**  
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John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Annual Report - GCSD

AGENDA ITEM #: VII

☐ CONSENT AGENDA ITEM

☐ ACTION ITEM

☒ INFORMATION ONLY

MEETING DATE: Jan. 25, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min.

DEPARTMENT: Administration

CONTACT PERSON: Capt. Sansour

**SUMMARY:**

Guilford County Sheriff's Dept. Capt. Sansour will present their annual report.

**ATTACHMENTS:**

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:**

**FOLLOW UP ACTION NEEDED:**

**Mayor**  
Lynn Montgomery

**Interim Town Manager**  
Dave Treme

**Town Attorney**  
Beth Koonce



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Rebecca Mann Rayborn  
John Capes  
Lawrence Straughn

## TOWN OF JAMESTOWN AGENDA ITEM

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**ITEM ABSTRACT:** Public Hearing for Land Development Ordinance Updates

**AGENDA ITEM #:** VIII-A(1)

☐

CONSENT AGENDA ITEM

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ACTION ITEM

☐

INFORMATION ONLY

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**MEETING DATE:** Jan. 25, 2022

**ESTIMATED TIME FOR DISCUSSION:** 15 min

**DEPARTMENT:** Planning

**CONTACT PERSON:** Anna Hawryluk, Town Planner

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**SUMMARY:**

The Staff have prepared updates to Article 17 - Sign Regulations and Article 24 - Nuisance Abatement and Property Management Code of the Land Development Ordinance (LDO). These changes have been made to provide clarity, correct conflicting size requirements, update formatting, and provide the addition of Minimum Housing Code Regulations as well as a Non-Residential Building Code.

Alliance Code Enforcement (ACE) has provided the suggested additions and updates to Article 24 of the LDO. The addition of Minimum Housing and Non-Residential Building Codes provide the Town the ability to enforce and abate minimum building code cases. The minimum housing additions are adopted from the International Property Maintenance Code (IPMC). These additions have also been updated to comply with 160D.

Brandon Emory with ACE will be in attendance to answer any questions regarding these updates.

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**ATTACHMENTS:** LDO updates

**RECOMMENDATION/ACTION NEEDED:** Adopt LDO updates as presented.

**BUDGETARY IMPACT:** N/A

**SUGGESTED MOTION:** Move to adopt LDO updates as presented.

**FOLLOW UP ACTION NEEDED:**

## **ARTICLE 17 SIGN REGULATIONS**

### **17.1 Title**

This Article shall be known and may be cited as the “Town of Jamestown Sign Regulations.”

### **17.2 Applicability and Purpose**

This Article applies to all signage erected in the Town of Jamestown and its extraterritorial jurisdiction. The purpose of this ordinance is to ensure the installation of safe and effective signage that promotes both business activity and the aesthetic character of the Town and its extraterritorial jurisdiction, as well as communicating essential information to the public. The following statements elaborate on this purpose:

- To provide opportunities for neighborhoods and commercial endeavors to be identified in an effective and equitable fashion.
- To promote public safety by reducing hazards associated with distracting or excessive signage.
- To establish and promote enhanced community character through signage that is reflective of the historic nature of the Town and its scale of development.
- To promote the integration of signage with the architectural characteristics and aesthetic quality of the Town’s development.
- To provide for flexibility in amount, type and scale of signage depending on the context of the development and the surrounding area.
- To facilitate efficient, thorough, consistent and effective enforcement of the sign regulations.

### **17.3 Definitions**

Please see definitions in Article 3 of this Ordinance.

### **17.4 Applicability**

Except as specifically exempted in this ordinance, no sign shall be erected, altered or displayed without a sign permit issued by the Town of Jamestown confirming compliance with the provisions of this ordinance. Signs made nonconforming by this ordinance shall be grandfathered until altered, abandoned, relocated, or removed.

#### **17.4.1 Substitution of Messages**

The sign regulations of this article are not intended to favor commercial speech constitutionally protected political or noncommercial speech. A sign containing a noncommercial message may be substituted for any sign containing a commercial message that is allowed by the regulations of this article.

### **17.5 Prohibited Signs and Sign Characteristics**

The following signs are specifically prohibited by this ordinance in all zoning districts.

- Snipe/yard signs.



- Signs attached to light fixtures, curbs, sidewalks, gutters, streets, utility poles, public buildings, fences, railings, public telephone poles, or trees.
- Windblown signs not specifically permitted in this Article such as pennants, streamers, spinners, balloons, inflatable figures, and similar signs.
- Signs which prevent free ingress to or egress from any door, window, or fire escape.
- Signs erected or displayed in such a manner as to obstruct free and clear vision at any location, street, intersection, or driveway.
- Signs attached to or painted on a vehicle or trailer that is located in view of the right-of-way when in a location or for a period of time that indicates that the primary intended use of the vehicle is for displaying the sign to passing motorists or pedestrians.
- Signs in a series of 2 or more signs placed in a line parallel to a public or private street, or in a similar fashion, all carrying a single commercial message, part of which is contained on each sign.
- Any sign which interferes with vehicular or pedestrian traffic as a result of its position, size, shape, movement, color, fashion, manner, or intensity of illumination, including signs with the potential to be confused with any authorized traffic sign, signal, or device.
- Signs erected or displayed on or over public rights-of-way or other public property, other than those erected by governmental agencies or for which appropriate encroachment agreements have been executed pursuant to this ordinance.
- Portable signs, except as specifically permitted herein.
- Flags displaying commercial messages in residentially zoned districts.
- Signs that move or flash or have moving or flashing components, except as permitted under Section 6 below; signs that are intermittently lighted or have changing colors; signs that revolve; or any other similarly constructed signs.
- Signs attached to the roofs of buildings or are otherwise located above the roofs of buildings.
- Outdoor advertising sign (billboards). The exception being that existing outdoor advertising signs that are non-conforming may be disassembled and replaced with a newer structure upon approval by the Planning Director or their designee. The new signage shall be designed to result in no expansion of or increase in the non-conformity; shall not allow replacement with a digital sign; shall not exceed 30' in height; shall be designed to limit lighting to the sign face; and shall be designed to enhance the architectural features of adjacent buildings. Color renderings or photographic simulations shall be submitted to the Planning Director or their designee, who shall have the authority to deny permits for signs that do not meet the intent of this Ordinance.

## **17.6 Exempt Signs**

The following signs are exempt from the requirements of this ordinance although, in some instances, building permits may be required, such as an electrical permit for a machine sign or a time and temperature sign.

- Warning and security signs required by statute or regulation, including signs placed by a public utility for the safety, welfare, or convenience of the public, including, but not limited to signs identifying fire department connections or high voltage, public telephone, or underground cables.

- Signs erected by a unit of local, state, or federal government on property or within a right-of-way over which said government has authority or a right to operate within.
- Signs placed inside ball fields and outdoor amphitheaters that face toward the interior of the field or amphitheater and are primarily intended for viewing by persons attending events of performances.
- Accent lighting, as defined herein, provided that not more than two architectural elements are accented per occupancy (e.g., two windows or a window and a roofline, etc.).
- Temporary signs that are displayed for three days or less.
- Incidental signs containing no more than two square feet in area provided that not more than a total of six square feet of incidental signage is displayed per occupancy. Incidental signs may flash provided they are located inside a building and no more than one such sign is displayed per occupancy.



*Example of Incidental Signs*



*Example of Machine Signs*

- Machine signs containing no more than six square feet in area, except drive-through menu kiosk machine signs may contain up to 12 square feet in area provided the portion of the signs devoted to a logo or business name contains no more than 25% of the total sign area.
- Model home signs provided not more than one such sign is displayed in a subdivision and such sign contain no more than six square feet in area.
- Signs attached to donation bins.
- Any traffic sign, public notice or warning required by a valid and applicable federal, state, or local law, regulation, approved development plan, or ordinance, including traffic control signs on private property.
- Address signs no greater than five square feet in area that are erected or placed to meet fire code requirements (NCFPC Section 505.1). Address signs in excess of five square feet in area shall be counted toward the area of signage permitted for attached or freestanding signs depending on placement.
- Retail store window displays of merchandise.
- Signs attached to vehicles provided the vehicles are not parked in such a manner as to create the effect of additional signage, whether on-premises or off-premises.
- In nonresidential or mixed use districts during "election season", Snipe or Yard signs, without limit on the number, containing no more than six square feet in area in residential districts and up to three signs, no more than 24 square feet in area will be permitted in the right-of-way, provided that such signs are erected no more than 30 days prior to the beginning of "one-stop" early voting under G.S. 163-227.2 and removed no later than 7 days following the applicable primary or election.
- Signs attached to umbrellas provided no more than 25% of the total area of the umbrella is devoted to signage.
- One temporary yard sign per property street frontage containing no more than six square feet in area in residential districts.

- Development projects under active building permits containing no more than six square feet in area in residential districts and no more than 24 square feet in area in nonresidential or mixed-use districts are permitted one sign per property street frontage, provided they are removed after the applicable permit is no longer active due to completion of permitted work or permit expiration. If combined with a temporary yard sign, the total exempt sign area may be increased to 32 square feet.
- Flags that do not exceed 40 square feet in area, that they are displayed on flagpoles not exceeding 30 feet in height, that no more than one flag is displayed on a zone lot of less than one acre in size and not more than two flags are displayed on zone lots of one acre or more in size, and that all flagpoles are setback at least the height of the flagpole from all property lines. Flagpoles may be roof or wall-mounted provided size, height and setback requirements as established in this exemption are met.
- One sign per approved home occupation, not to exceed four square feet in area, and which must be attached to the building.
- Holiday lights and decorations, provided that such lights and decorations are not displayed for longer than a total of 60 days per calendar year in any nonresidential or mixed-use zoning district.
- Signs for “temporary businesses” such as, but not limited to, produce stands, street vendors, and vendors at special events that shall operate for a specified time period, not to exceed 7 consecutive days, are exempted. If the business is a recurring operation, such as produce stands that operate on weekends or on select days during the week, then said “temporary business” shall comply with the regulations set forth in this Ordinance; the exception being that the Planning Director or their designee may permit “temporary businesses” to use banners and temporary signage that comply with the standards and intent of this Ordinance to be used as signage, provided that the business puts the sign up at the start of the business day and takes it down at the close of each business day.



*Example of a Combined Construction/  
Financing and Real Estate*

#### 17.6-1 Sign Standards for Signs Allowed without a Permit

(A) Allowed Signs. The following signs are permitted in all zoning districts and may be installed without obtaining a permit provided they comply with the standards listed in this section.

- directional, instructional or warning signs provided they contain no commercial message except a business logo or name;
- flags, except that commercial flags displayed in single-family residential zoning districts are prohibited;
- temporary signs, including:
  - temporary real estate, construction, campaign, philosophical or yard sale signs;
  - Signs announcing temporary events or special promotions that do not involve the closing of a public street.
- historical or memorial plaques, tablets, or markers;
- philosophical, personal, religious, educational, or other noncommercial signs.



- identification signs including:
  - name and address plates;
  - directory signs in developments with multiple occupants so long as the signs are not legible from a public street;
  - building markers (cornerstones or plaques); and
  - signs identifying home occupations and tourist homes (bed & breakfast) in residential districts

#### (B) Standards for Signs Allowed without a Permit

- All signs must be located on private property, outside the public street right-of-way, and outside any required sight triangle except for temporary off-site directional signs, which are subject to the standards below.
- An electrical permit is required if a sign will be illuminated.

#### **Directional**

A sign with no commercial message and located off-site that aids the public in direction to religious assembly uses, hospitals, colleges and universities, and other similar institutional uses. Directional signs located adjacent to an existing or planned greenway (as shown on the adopted Pedestrian Plan) may contain the name, address, logo or other identifying symbol for adjacent use(s) to the greenway.



*Example of a Directional Sign*

#### Standards

1. Directional signs may not exceed 6 square feet in area or 8 feet in height.
2. Only external illumination is allowed.

#### **Instructional**

A sign with no commercial message that provides assistance, with respect to the premises on which it is maintained, for the direction, safety, or convenience of the public such as "entrance", "exit", "one way", "telephone", "parking", "no parking", and similar instructions. Instructional signs may include a name, address, logo, or other identifying symbol (not to exceed 30% of sign area) to aid in directing the public.



*Example of an Instructional Sign*

#### Standards

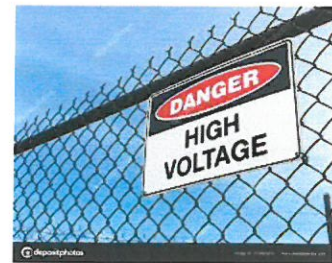
1. Instructional signs may not exceed 6 square feet in area or 8 feet in height.
2. Colleges, universities, hospitals, coliseums, and convention centers may have instructional signs that exceed the allowable area limit if approved as a part of a Master Sign Plan (see 17.10).
3. Instructional signs may be internally or externally illuminated.

## Warning

A sign that displays information pertinent to the safety or legal responsibilities of the public such as signs warning of high voltage, “no trespassing”, and similar directives. Warning signs shall contain no commercial messages other than identification of the entity that controls the property or other focus of the danger that is the subject of the warning.

### Standards

1. Warning signs may not exceed 6 square feet in area or 8 feet in height.
2. Warning signs may be internally or externally illuminated.



*Example of a Warning Sign*

## Historical or Memorial Sign

A sign that commemorates a historical person, structure, place, or event; or that denotes, honors, celebrates, or acknowledges a historical person, structure, place or event.

### Standards

1. Only 1 historical or memorial sign is permitted per lot.
2. Historical or memorial signs may not exceed 6 square feet in area or 8 feet in height.
3. Only external illumination allowed.
4. Such signs are allowed on any site or building certified or designated as having historic significance by a federal, state or local agency, or, if tied to a specific historical event, in close proximity to where the event occurred.



*Example of a Historical Sign*

## Flags

A piece of fabric or other flexible material attached to a permanent pole that is not readily movable containing colors, patterns, standards, words, or emblems.

### Standards

1. Flags shall not exceed 60 square feet in area (calculated as a cumulative total).
2. Shall not be displayed on flagpoles not exceeding 30 feet in height.
3. No more than one flag shall be displayed on a zone lot of less than one acre in size and not more than three flags are displayed on zone lots of one acre or more in size.
4. All flagpoles are setback at least the height of the flagpole from all property lines.
5. Flagpoles may be roof or wall-mounted provided size, height and setback requirements as established in this article are met.
6. Only external illumination is allowed.
7. Pennant-style flags used on a temporary basis are not permitted in any zoning district.



*Examples of Flags*



### Temporary Real Estate, Construction, Campaign Philosophical or Yard Sale

**Real Estate Sign.** A sign displayed for the purpose of offering for sale, lease, or rent the property on which such sign is erected, affixed, or otherwise established.

**Construction Sign.** A sign which identifies the architects, engineers, contractors, and other individuals or firms involved with construction on the property, the name of the building or development, the intended purpose of the building or development, and/or the expected completion date.



*Example of Real Estate Sign*

#### Standards

1. Temporary real estate, construction, campaign, philosophical or yard sale signs in nonresidential zoning districts may not exceed 36 square feet in area or 8 feet in height.
2. Temporary real estate, construction, campaign, philosophical or yard sale signs in all other zoning districts may not exceed 6 square feet in area or 6 feet in height.
3. Such signs may not be illuminated.
4. Temporary real estate, construction, campaign, philosophical or yard sale signs may only be located on private property with the property owner's permission.
5. Temporary real estate, construction, campaign, or philosophical signs may be erected 30 days prior to the election, event, construction, issue, sale or lease of the property and must be removed within 7 days of the completion of the election, event, construction, issue, or sale or lease of property.

### Temporary Off-Site Directional Signs

A temporary sign displayed for the purpose of aiding the public to a property or development being offered for sale, lease or rent, or associated with a weekend event, that is not erected, affixed or otherwise established on the lot being offered for sale, lease or rent or containing the weekend event. Temporary Off-Site Directional Signs are intended to aid the traveling public in locating activities that do not take place during the normal work week or on a recurring basis.



*Example of Temporary Off-Site Directional Signs*

#### Standards

1. No more than one off-site directional sign per direction and per property, development, company or event may be placed at a street intersection where a prospective client must make a turn to travel to the subject property.
2. Signs for the same developer/builder/company/event must be spaced at least 600 feet from all other signs unless they are placed at a street intersection where a prospective client must make a turn to travel to the subject property.
3. Signs shall not be placed on lands within the public rights-of-way that are entirely surrounded by public streets, such as roadway medians and traffic islands.
4. Signs shall be placed so as not to interfere with or obstruct pedestrian or vehicular traffic or obstruct sight distances at intersections.

5. Except with the permission of the property owner or occupant, signs shall not be located in front of or abutting a lot containing a single-family detached dwelling.
6. Signs shall only be displayed from 12:00 P.M. (noon) on Friday to 12:00 P.M. (noon) the following Monday.
7. Signs shall be freestanding and may not be anchored to a sidewalk or attached to utility poles or other structures or appurtenances.
8. Such signs may not exceed 6 square feet in area or 3 feet in height.
9. Signs shall not be placed on property owned or maintained by the Town (ex. – signs are not permitted on the Town’s entry sign parks, library grounds, or Town Hall property)

### Temporary Sandwich Board

#### Standards

1. One temporary sandwich board sign is allowed per storefront/establishment and only on paved surfaces.
2. Such signs may not exceed 8 square feet per side of sign, 2 feet in width (when opened) and 4 feet in height.
3. Such signs must be placed so as not to interfere with or obstruct pedestrian and vehicular access. A minimum of 5 feet of clear passage must be maintained on the sidewalk between the physical street edge and the sign.
4. Such signs may not be anchored to the sidewalk, or attached or chained to poles, newspaper vending boxes, or other structures or appurtenances.
5. Temporary sandwich board signs may bear a commercial message related to an associated establishment or any noncommercial message.
6. Such signs must be brought in at the close of business day. Such signs may not be left up overnight.



*Example of a Temporary Sandwich Board Sign*

### Temporary Event

#### Standards

1. Temporary event signs in nonresidential zoning districts may not exceed 60 square feet in area or 6 feet in height.
2. Temporary event signs in all other districts may not exceed 36 square feet in area or 6 feet in height.
3. Such signs may not be illuminated.
4. Temporary event signs may only be displayed for three (3) days or less. Signs left up for longer than three (3) days require a Temporary Sign Permit (Section 17.8).

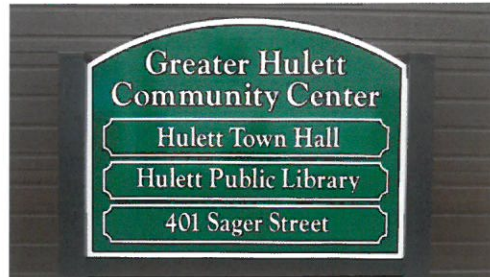


*Example of a Temporary Event Sign*



## Identification

A sign affixed to a wall used to display: the name, address, logo, or other identifying symbol of the individual, family, business, institution, service, or organization occupying the premises; the profession of the occupant; the name of the building on which the sign is attached; or directory information in group developments or buildings with multiple tenants.



*Example of an Identification Sign*

### Standards

1. Only one identification sign is allowed per building.
2. Identification signs may not exceed 4 square feet per tenant or 24 square feet whichever is less.
3. Identification signs may not exceed 6 feet in height.

## **17.7 Design and Dimensional Requirements for Permanent Signs Requiring a Permit**

### 17.7-1 Requirements for signs extending over pedestrian and vehicular travel areas.








Signs extending over pedestrian and vehicular travel areas shall maintain a minimum clear distance between the ground and any portion of the sign and its associated support structure of nine and 14 feet respectively.

### 17.7-2 Permanent sign requirements.



The following tables and text provide the design and dimensional requirements for permanent signs that require a permit. Requirements include area, number, type of illumination, and letter height for both attached and freestanding signs. Setback and height requirements are established for freestanding signs and detailed design requirements are provided for monument and pole signs. Additionally:

- Only one general attached sign (blade, V-type, or flat) is allowed per street or parking frontage.
- Only one monument or pole freestanding sign is allowed per street frontage.
- Height of freestanding signs shall be measured from the elevation of the ground at the point of contact with the sign provided that the grade of the site is not artificially altered to increase the allowable height of the sign. For sloping sites, the applicable point of contact shall be the point having the highest elevation.
- The following permanent special purpose signs are allowed in addition to general attached and freestanding signs under the limitations provided in the following tables and elsewhere in this Article.
  - Window.
  - Directional.
  - Directory.
  - Awning.
  - Canopy.

- Community identification.
- Time and temperature signs are allowed as either attached or freestanding signs provided they are incorporated into the general or attached signage allowed for a nonresidential property, no more than one such sign is allowed per property, the message is limited to time and temperature information and changes no more frequently than once every five seconds, and the area of the time and temperature sign does not exceed 16 square feet. The square footage allowance constitutes an area bonus in addition to the maximum allowable area for the applicable sign type.
- Changeable copy signs are allowed as either attached or freestanding signs provided they are incorporated into the general or attached signage allowed. For example, the changeable copy area shall be calculated as a part of the overall cumulative sign area and shall be a part of the overall sign and may not exceed 50% of the overall signage square footage. Freestanding changeable copy signs are not permitted as a single cabinet but must be incorporated into the sign as a whole. In addition, the following standards shall apply:
  - Changeable copy signs shall only be permitted in nonresidential zoned districts.
  - Signs shall not change more frequently than once every 4 hours for manually changing signs and once every 5 seconds for digitally changing signs.
  - Digital signs must be off between 10pm and 7am daily (automatic timers are required) and must not exceed a 33% maximum white/bright factor (ex – no more than 1/3 of the sign copy shall use bright or white colors). If the digital sign is located within 200 ft. of a residentially zoned property, then the sign must not exceed a 10% maximum white/bright factor.
  - Digital signs may not exceed a maximum illumination of 1 foot-candle above ambient lighting conditions, as measured from the nearest property line or street right-of-way to the sign's face at maximum brightness. Each sign must be equipped with automatic dimming technology that adjusts the display's brightness based on ambient light conditions and automatic shutoff equipment when the sign is malfunctioning.
  - Transitions must be made from one image to the next in one second or less. Fading, flashing, scrolling, spinning or other animated effects may not be used as part of the transition.
  - No sequential messages are allowed. Each message displayed must be complete in themselves, without continuation in content to the next message or to any other sign.

| Sign Type             | Example   | Sign Area Allowance (sq ft) | Max. Sign Height | Sign Illumination           | Min. Letter Size | Max. Number  | Minimum Setback from Property | Other Requirements   |
|-----------------------|---|-----------------------------|------------------|-----------------------------|------------------|--|-------------------------------|--|
| Blade (or Projecting) |    | 32                          | -                | Ambient, External, Internal | 6"               | One per street or parking frontage per occupancy                     | -                             | Only one sign (blade, V-type, or flat sign) allowed per occupancy per street or parking frontage   |
| V-Type                |    | 32                          | -                | Ambient, External, Internal | 6"               | One per street or parking frontage per occupancy                     | -                             | One sq. ft. of signage for each sq. ft. of occupancy frontage up to the maximum allowed  |
| Flat (or wall)        |    | 32                          | -                | Ambient, External, Internal | 6"               | One per street or parking frontage per occupancy                     | -                             | Internally-illuminated signs – not more than 50% of sign face can be illuminated<br>No attached signage above second story.<br>Wall signs may exceed the 32sf requirements up to a maximum of 5% of the wall façade size (sq. footage) |
| Window                |   | 8                           | 8                | Ambient                     | -                | One per each 100 sq ft of display or window area or fraction thereof | -                             | A maximum allowance of three signs per street or parking frontage per occupancy  |
| Awning                |  | 6                           | 6                | Ambient                     | 4"               | One per street or parking frontage per awning                        | -                             | Not more than two awning signs per occupancy per street or parking frontage  |
| Canopy                |  | 16                          | 16               | Ambient, Internal           | 6"               | One per Canopy*  | -                             | Properties fronting on more than one street may have one canopy sign per street entrance   |
| Monument              |  | 48                          | 8                | Ambient, External, Internal | 6"               | One per street frontage having access to the site                    | 5'                            | Monument signs shall comply with the design requirements of Section 17.7-3   |



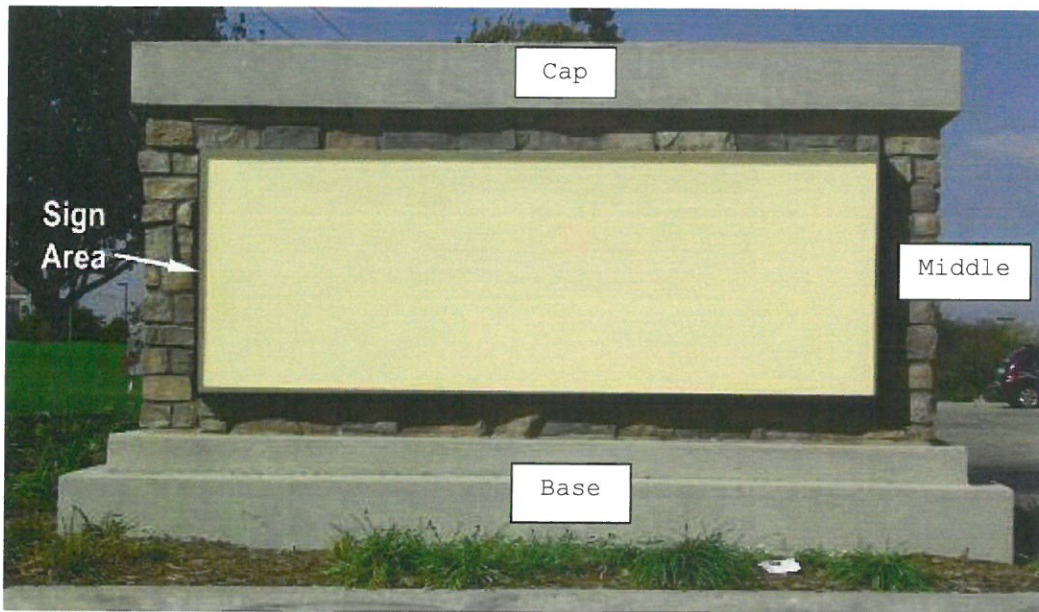
| Sign Type   | Example   | Sign Area Allowance (sq ft) | Max. Sign Height | Sign Illumination           | Min. Letter Size | Max. Number                                       | Minimum Setback from Property | Other Requirements   |
|---|---|-----------------------------|------------------|-----------------------------|------------------|---|-------------------------------|--|
| Pole  |  | 32                          | 10               | Ambient, External, Internal | 6"               | One per street frontage having access to the site | 10'                           | Pole signs shall comply with the design requirements of Section 17.7-4   |
| Directory   |  | 16                          | 6                | Ambient, External, Internal | 4"               | One per street frontage having access to the site | 25'                           | Only allowed for sites with multiple buildings<br><br>Shall not be displayed so as to be prominently visible from off-site locations |
| *May encroach into adjoining street right-of-way pursuant to an encroachment agreement. |   |                             |                  |                             |                  |   |                               |  |

### 17.7-3 Monument sign design requirements.

Monument signs are intended to serve a wider range of aesthetic and architectural purposes than pole signs. Consequently, the following design requirements are established for monument signs.

(A) General design requirements and sign area measurement for monument signs. As in traditional building design, monument signs shall be designed to include a base, middle, and cap. The following illustration shows a monument sign having these architectural characteristics, as well as how sign area is to be measured on a monument sign.

**Monument Sign Design Elements**



(B) Sign structure materials. In general, monument sign structures should be constructed of materials that are similar to or complementary to the principal building(s) on the premises where they are located. Only the following materials or combination of materials shall be used in monument sign structure construction:

- Brick, painted or unfinished
- Wood, or wood synthetic
- Concrete or stucco
- Natural stone or manufactured stone having a natural appearance
- Metal
- Glass

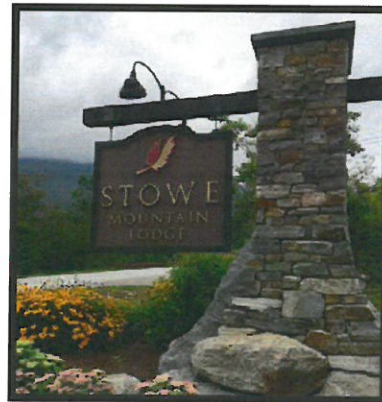
Sign copy materials. Sign copy materials for monument signs shall include the sign structure materials listed above. For internally illuminated monument sign copy, acrylic may be utilized, provided not more than 50% of the sign face is illuminated.

#### 17.7-4 Pole sign design requirements.

The following design requirements are established for pole signs.

- (A) General design requirements. Pole signs in Jamestown have traditionally been supported by two posts or suspended from a single post as shown in the following illustrations. Pole signs shall use one of these two forms of design.

#### **Examples of Allowable Types of Pole Signs**



- (B) Materials. In general, pole signs should use materials that complement the principal building(s) on the premises where they are located. Only the following materials or combination of materials shall be used in monument sign structure construction:

- Wood, or wood synthetic
- Metal
- Brick, painted or unfinished
- Concrete or stucco
- Natural stone or manufactured stone having a natural appearance



## 17.8 Temporary Signs

The following tables provide the design, dimensional, and time of display requirements for temporary signs. Additionally: Nonconforming temporary signs shall not be grandfathered (see section 17.12 of this Article).

### 17.8-1 Requirements for temporary signs that require a permit.

The temporary signs listed in the following table require a permit and shall comply with the indicated zoning location and other requirements. All such signs, with the exception of searchlights, shall be illuminated solely by ambient light sources.

| Temporary Sign Type | Allowable Zoning Districts             | Requirements  |
|---------------------|--|---|
| Banners             | All Commercial and Mixed-Use Districts | Up to 60 square feet of banner materials may be attached to an occupancy space. Pennant-style temporary flags or banners are not permitted in any zoning district. Display time limit: 21 days, four times per calendar year with a 60-day separation between permits. Properties on which a religious institution, educational institution, or other civic organization are situated may display banners up to six times per year, provided that a minimum separation of one week is provided between displays.  |
| Grand Opening       |  | Up to 60 square feet of banner materials may be attached to an occupancy space. Display time limit: 21 days; Such signage may be placed beginning within 30 days from the receipt of an occupancy permit or start of Town utility services.   |
| Special Event Signs |  | <p>One tethered balloon or searchlight to be located on-premises and displayed for not more than three consecutive days once per calendar year. Tethered balloons and searchlights shall conform to all applicable FAA regulations.</p> <p>Joint special event signage for three or more businesses may be approved by the Planning Director or their designee for special events. Such events shall not exceed seven days in duration or a cumulative total of 60 days per calendar year per occupancy with a 14-day minimum separation between permits. Event participants shall submit an application which outlines the types of signage desired and where such signage is proposed to be located. The Planning Director or their designee may meet with applicants on-site to determine acceptable locations for signage placement. Signage shall not exceed 60 sq. ft. per occupancy; however, accent balloons may also be displayed, with a maximum number of 12 balloons per occupancy.</p> |

## **17.9 Signs Located in Local Historic Districts**

Regardless of the other dimensional provisions of this Article, signs that are located in local historic districts shall be governed by the applicable design guidelines and review processes established for the local historic district.

## **17.10 Master Sign Plan**

Regardless of the other provisions of this Article, the Town Council may, at its sole discretion, approve a master sign plan for specified areas of Town or for certain development projects listed in this section. The approved master sign plan may include signs of different sizes, types, locations, placement and height from those otherwise enumerated in this Article.

### 17.10-1 Purpose.

The purpose behind this section is to permit creativity in sign design and placement to address site issues and constraints associated with topography, pedestrian-orientation, way-finding and other conditions unique to the subject development or area of Town.

### 17.10-2 Application.

Master sign plans may be submitted for the following types of developments:

- (A) Traditional Neighborhood Development projects.
- (B) Commercial, institutional, industrial, or mixed-use developments containing three or more acres in area.
- (C) Areas of Town that are governed by a corridor plan or area plan that includes sign guidelines.

### 17.10-3 Submittal process.

Master sign plan applications may be submitted for consideration at the time of original submittal of the proposed development or separately from the original development proposal. The following information or material shall be required for a signage plan application and shall be indicated on an application form provided by the planning director or their designee.

- (A) Owner and contact name, address, telephone number and signature(s), as applicable.
- (B) A master sign plan proposal illustrating the proposed signs, their proposed location, and their proposed purpose, along with a statement as to why the existing sign code cannot or should not be followed in the subject case.
- (C) An analysis showing how the proposed signage plan differs from what could be provided under the existing sign regulations set forth in this Article.
- (D) Other similar information determined by the planning director or their designee to be necessary for understanding the purpose and intent of the proposed master sign plan application.

### 17.10-4 Review procedure.

The planning director or their designee shall schedule the master sign plan for Planning Board and Town Council consideration in accordance with the notice and hearing procedures set forth



in Article 5 for zoning map amendments. In reviewing the proposed master sign plan, the Planning Board and Town Council shall take the following matters into consideration.

- (A) The extent to which the proposed master sign plan deviates from the sign allowances otherwise applicable in this Article.
- (B) The rationale provided by the applicant for the deviations.
- (C) The extent to which the master sign plan promotes Town goals associated with community character, way- finding, pedestrian-orientation, and business identification.
- (D) The degree to which the master sign plan creatively and effectively addresses the issues and constraints unique to the site with regard to signage.

The Planning Board shall provide a recommendation to the Town Council whether to deny or approve the proposed master sign plan in part or in total and shall further recommend conditions regarding approval where deemed warranted.

The Town Council may deny or approve the proposed master sign plan in part or in total and may establish conditions regarding approval. In the event that the master sign plan is denied, the applicant must wait at least 365 days before reapplying for a new master sign plan substantially similar (as defined in Article 3) to the proposed master sign plan.

#### **17.11 Permitting**

Applications for sign permits and the associated fee schedule may be obtained from the Planning Department. Completed applications, including payment of fees, shall be reviewed for compliance with the requirements of this ordinance and may be approved, approved with conditions, or denied by the Planning Director or their designee.

Signs requiring sign permits under the provisions of this ordinance may also require additional permits, including building permits and electrical permits. It shall be the responsibility of the applicant to obtain all applicable permits.

#### **17.12 Nonconforming Signs**

Any existing permanent sign which does not comply with one or more of the requirements of this Article shall be grandfathered until such sign is removed, physically altered beyond maintenance (as defined), relocated, damaged or destroyed, after which it shall be brought into compliance with all requirements of this Article. An exception shall be made for signs which must be relocated as the direct result of a governmental action (such as, but not limited to, the acquisition of street right-of-way, eminent domain action, or installation of infrastructure). Such an exception will be subject to review by the Planning Director or their designee, who will work to help property owners bring their signs into compliance. If no reasonable alternative exists, the Planning Director or their designee may allow a sign to be relocated to an acceptable location on the same property. Signs which are permitted to be relocated shall not be altered in such a manner to constitute a change in the sign. Changes in the sign beyond maintenance as defined shall result in the sign being brought into compliance. Appeals may be made to the Board of Adjustment per the procedure in this Land Development Ordinance. Nonconforming temporary signs shall not be grandfathered and shall be brought into compliance with all requirements of this Article within 60 days from adoption date.

### 17.13 Abandoned Signs

Signs located on the premises of a building that does not contain an active use or occupancy shall be considered abandoned signs and shall be removed by the owner of the property on which they are located. Failure to remove an abandoned sign shall be considered a violation of this ordinance. In addition, correction of an abandoned sign violation may include removal of the abandoned sign or signs by the Town at the owner's expense after proper notice of the violation and failure to act by the owner within the timeframe established in the notice of violation.

### 17.14 Maintenance

All signs, including exempt signs, shall be maintained in a satisfactory state of repair. This shall include, without limitation, correction of peeling or faded paint, repair or replacement of damaged panels, trimming of vegetation that obscures the sign(s), replacement of defective lighting of illuminated signs, secure attachment to the building for attached signs, and stable vertical alignment of freestanding signs.

Signs must meet minimum non-residential standards as defined in 24.10-8J.

### 17.15 Design Guidelines

In addition to the mandatory standards provided above, the following design guidelines for signs are provided in order to promote more attractive and functional design and placement of signs.

- Freestanding signs. Placement of freestanding signs should take into account existing trees and other site landscaping so as to maintain sign visibility.

Landscaping around the base of freestanding signs is strongly encouraged to improve the overall appearance and visibility of these sign types as evidenced in the following example.

- Display windows are intended to offer opportunities to display merchandise or services available on the premises. Careful placement of signs in display windows will not obscure the visibility of merchandise or services. Additionally, display windows should not be "papered-over," especially in pedestrian areas.

- General design guidelines. The following general guidelines are provided to guide overall sign design in the Town:

- Use high quality, durable materials.
- Minimize the need for sign lighting by placing signs where ambient light sources illuminate the sign. Where separate lighting is necessary, external illumination sources are preferred over internal illumination. All electrical conduit and junction boxes should be concealed.
- Backlit, individual letter signs (aka, halo lighting) are encouraged where illumination is needed as illustrated below.
- Avoid elaborate or confusing styles of text as illustrated in the example.



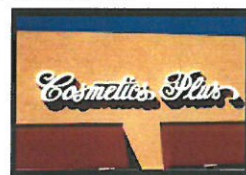
*Example of Landscaping Around the Base of a Monument Sign*



*Example of Externally Illuminated*



*Example of Backlit Individual Letters*



*Example of Confusing Style of Text*

- Attempt to use symbols rather than text; for example, this Norwegian pharmacy sign incorporates a symbol as well as text.
- Use sign styles and designs that complement the architecture of the site where the signs are located. Jamestown is a historic town so using “period” signage is strongly encouraged.



*Example of Use of Symbols*



*Example of "Period" Pole Sign*

## **ARTICLE 24**

### **NUISANCE ABATEMENT, PROPERTY MANAGEMENT CODE & MINIMUM HOUSING CODE**

#### **24.1 Title**

This article shall be known as the Town of Jamestown Nuisance Abatement, Property Maintenance Code & Minimum Housing Code.

#### **24.2 Purpose**

The Town of Jamestown has determined that poorly maintained properties can lead to neighborhood decline by contributing to lower property values and by discouraging potential buyers from purchasing in neighborhoods with poorly maintained properties. Additionally, the Town has determined that poorly maintained properties create public safety impacts, including creating fire and other life safety hazards, serving as places for the infestation of insects and vermin, and creating attractive public nuisances. The Town recognizes that it has an obligation to protect its residential and nonresidential neighborhoods from decline and devaluation and to maintain public health and safety. Consequently, the Town has established the following regulations for nuisance abatement and the maintenance of properties within its corporate jurisdiction and its extraterritorial jurisdiction.

#### **24.3 Scope**

The provisions of this code shall apply to all structures, premises and properties within the corporate jurisdiction of the Town of Jamestown and its extraterritorial jurisdiction.

#### **24.4 Minimum Housing Regulations**

##### ***Statutory reference:***

*Repair, closing or demolition of abandoned structures, see G.S. 160D-1201*

##### **24.4-1 General Provisions**

The provisions of this chapter and of the regulatory codes herein adopted shall apply to the following:

- (A) The location, design, materials, equipment, construction, reconstruction, alteration, repair, maintenance, moving, demolition, removal, use and occupancy of every dwelling or any appurtenances connected, attached, or used in connection with any dwelling.
- (B) The installation, erection, alteration, repair, use and maintenance of plumbing systems consisting of building sewers, building drains, waste and vent systems, hot and cold-water supply systems, and all fixtures and appurtenances thereof.



The installation, erection, alteration, repair, use and maintenance of mechanical systems consisting of heating, ventilating, air conditioning or refrigerating systems, fuel burning equipment, and appurtenances thereof; and

#### **24.4-2 State Building Code and International Property Maintenance Code Adopted**

The current version of the North Carolina State Building Code and the International Property Maintenance Code (IPMC) is hereby adopted, and any later adopted versions of the State Building Code or the IPMC shall be deemed adopted by the town without further action by the Town Council.

#### **24.4-3 Compliance with State Building Code and International Property Maintenance Code**

All dwellings, nonresidential buildings and other structures which are hereafter constructed, reconstructed, erected, altered, extended, enlarged, repaired, demolished, or moved shall conform to the requirements of the North Carolina State Building Code and the International Property Maintenance Code.

#### **24.4-4 Finding; Purpose**

- (A) Pursuant to G.S. § 160D-1201, it is hereby found and declared that there exist in the town dwellings which are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents and other calamities, lack of ventilation, light and sanitary facilities, and due to other conditions rendering the dwellings unsafe or unsanitary, and dangerous and detrimental to the health, safety and morals, and otherwise inimical to the welfare of the residents of the town.
- (B) In order to protect the health, safety, and welfare of the residents of the town, as authorized by G.S. § 160D-1201 et seq., it is the purpose of this chapter to establish minimum standards of fitness for the initial and continued occupancy of all buildings used for human habitation, as expressly authorized by G.S. § 160D-1205.

#### **24.4-5 Fitness of Dwellings and Dwelling Units**

- (A) Every dwelling and dwelling unit used as a human habitation, or held out for use as a human habitation, shall comply with the North Carolina State Building Code and IPMC and all of the minimum standards of fitness for human habitation and other requirements this code.
- (B) No person shall occupy as owner-occupant or let to another for occupancy or use as a human habitation, any dwelling or dwelling unit which does not comply with the North Carolina State Building Code and IPMC and all the minimum standards of fitness for human habitation and other requirements of this code.

#### 24.4-6 Structural Condition

- (A) Walls or partitions or supporting members, sills, joists, rafters, or other structural members shall not list, lean or buckle, and shall not be rotted, deteriorated or damaged, and shall not have holes or cracks which might admit rodents. [\(IPMC 304.4\)](#)
- (B) Floors or roofs shall have adequate supporting members and strength to be reasonably safe for the purpose used. [\(IPMC 304.1.1\)](#)
- (C) Foundations, foundation walls, piers or other foundation supports shall not be deteriorated or damaged. [\(IPMC 304.1\)](#)
- (D) Steps, stairs, landings, porches or other parts or appurtenances shall be maintained in a condition that they will not fail or collapse. [\(IPMC 305.1.1\)](#)
- (E) Adequate facilities for egress in case of fire or panic shall be provided.
- (F) Interior walls and ceilings of all rooms, closets and hallways shall be finished of suitable materials, which will, by use of reasonable household methods, promote sanitation and cleanliness, and shall be maintained in a manner so as to enable the occupants to maintain reasonable privacy between various spaces. [\(IPMC 305.3\)](#)
- (G) The roof, flashings, exterior walls, basement walls, floors and all doors and windows exposed to the weather shall be constructed and maintained so as to be weather and watertight. [\(IPMC 304.7\)](#)
- (H) There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in a condition or location as to constitute a fire hazard. [\(IPMC 304.11\)](#)
- (I) There shall be no use of the ground for floors, or wood floors on the ground.

#### 24.4-7 Basic Equipment and Facilities

##### *(A) Plumbing system.*

- (1) Each dwelling unit shall be connected to a potable water supply and to the public sewer or other approved sewage disposal system. [\(IPMC 505.1\)](#)
- (2) (a) Each dwelling unit shall contain not less than a kitchen sink, lavatory, tub or shower, water closet, and adequate supply of both cold water and hot water. [\(IPMC 502.1\)](#)
  - (b) All water shall be supplied through an approved pipe distribution system connected to a potable water supply. [\(IPMC 500\)](#)

- (3) All plumbing fixtures shall meet the standards of the North Carolina State Building Code and shall be maintained in a state of good repair and in good working order.  
(NC Building Code Chapter 5)

(4)(a) All required plumbing fixtures shall be located within the dwelling unit and be accessible to the occupants of the same.

(b) The water closet and tub or shower shall be in a room or rooms affording privacy to the user. (IPMC 503.1)

(B) *Heating system.* Every dwelling and dwelling unit shall have facilities for providing heat in accordance with either division (B)(1) or (B)(2) below.

(1) *Central and electric heating systems.* Every central or electric heating system shall be of sufficient capacity, and shall be connected, so as to heat all habitable rooms, bathrooms and water closet compartments in every dwelling unit to a minimum temperature of ~~70~~ 68°F measured as a point three (3) feet above the floor. (160D-1204a)

(2) *Other heating facilities.* Where a central or electric heating system is not provided, each dwelling and dwelling unit shall be provided with sufficient fireplaces, chimneys, flues or gas vents whereby heating appliances may be connected so as to heat all habitable rooms to a minimum temperature of 70°F measured three (3) feet above the floor. (160D-1204b)

(3) *Portable kerosene heaters.* Portable kerosene heaters are not acceptable as a permanent source of heat but may be used as a supplementary source in single family dwellings and duplex units. An owner who has complied shall not be held in violation of this subsection where an occupant of a dwelling unit uses a kerosene heater as a primary source of heat. (160D-1204c)

(C) *Electrical system.*

(1)(a) Every dwelling and dwelling unit shall be wired for electric lights and convenience receptacles. Every habitable room shall contain at least two (2) floor or wall-type electric convenience receptacles, connected in a manner as determined by the North Carolina State Building Code. (IPMC 605.2)

(b) There shall be installed in every bathroom, water closet room, laundry room and furnace room, at least one supplied ceiling, or wall-type electric light fixture. (IPMC 605.3)

(c) In the event wall or ceiling light fixtures are not provided in any habitable room, then each habitable room shall contain at least three floor or wall-type electric convenience receptacles.



(2) Every public hall and stairway in every multi-dwelling shall be adequately lighted by electric lights at all times when natural daylight is not sufficient. [\(IPMC 605.3\)](#)

(3) All fixtures, receptacles, equipment and wiring shall be maintained in a state of good repair, safe, capable of being used, and installed in accordance with the North Carolina State Building Code/[National Electric Code](#).

#### **24.4-8 Ventilation**

##### *(A) General.*

(1) Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors. [\(IPMC 403.1\)](#)

(2) The minimum total window area, measured between stops, for every habitable room shall be 10% of the floor area of the room. [\(IPMC 402.1\)](#)

(3) Whenever walls or other portions of structures face a window or any room and the light-obstructing structures are located less than five (5) feet from the window and extend to a level above that of the ceiling of the room, the window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area. [\(IPMC 402.1\)](#)

(4) Whenever the only window in a room is a skylight-type window in the top of the room, the total window area of the skylight shall equal at least 15% of the total floor area of the room.

##### *(B) Habitable rooms.*

(1) Every habitable room shall have at least one (1) window or skylight which can easily be opened, or other device as will adequately ventilate the room. [\(IPMC 403.1\)](#)

(2) The total openable window area in every habitable room shall be equal to at least 45% of the minimum window area size or minimum skylight-type window size as required, or shall have other approved, equivalent ventilation. [\(IPMC 403.1\)](#)

*(C) Bathroom and water closet rooms.* Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms except that no window or skylight shall be required in adequately ventilated bathrooms and water closet rooms equipped with an approved ventilation system. [\(IPMC 403.2\)](#)

#### **24.4-9 Space, Use and Location**

*(A) Room sizes.* Every dwelling unit shall contain at least the minimum room size in each habitable room as required by the North Carolina State Building Code.



(1) Every dwelling unit shall contain at least ~~150~~ 120 square feet of habitable floor area for the first occupant, at least 120 square feet of additional habitable area for each of the next three (3) occupants, and at least ~~75~~ 30 square feet of additional habitable floor area for each additional occupant. (IPMC 401.1, 401.5)

(2) In every dwelling unit and in every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor area, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor area for each occupant ~~thereof, twelve (12) years of age and over and at least thirty-five (35) square feet of floor area for each occupant under twelve (12) years of age.~~ (IPMC 404.4.1)

(B) Ceiling height. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 7 feet. (IPMC 404.3)

~~At least one-half (1/2) of the floor area of every habitable room shall have a ceiling height of not less than seven (7) feet and six (6) inches.~~

*(C) Floor area calculation.*

(1) Floor area shall be calculated on the basis of habitable room area. However, closet area and wall area within the dwelling unit may count for not more than 10% of the required habitable floor area.

(2) Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet shall be included. (IPMC 404.3.3) ~~The floor area of any part of any room where the ceiling height is less than four and one-half (4 1/2) feet shall not be considered as part of the floor area computing the total area of the room to determine maximum permissible occupancy.~~

(D) Cellar. No cellar shall be used for living purposes.

*(E) Basements.* No basement shall be used for living purposes unless:

(1) The floor and walls are substantially watertight.

(2) The total window area, total openable window area and ceiling height are equal to those required for habitable rooms (402.1); and

(3) The required minimum window area of every habitable room is entirely above the grade adjoining the window area, except where the window or windows face a stairwell, window well or access way.

#### **24.4-10 Safe and Sanitary Maintenance**

*(A) Exterior foundation, walls, and roofs.*

- (1) Every foundation wall, exterior wall and exterior roof shall be substantially weather tight and rodent proof, shall be kept in sound condition and good repair, shall be capable of affording privacy; shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon. (IPMC 304.5, 304.6, 304.7)
- (2) Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather. (IPMC 304.2)

*(B) Interior floors, walls, and ceilings.* Every floor, interior wall and ceiling shall be substantially rodent proof, shall be kept in sound condition and good repair and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon. (IPMC 305.2)

*(C) Windows and doors.* Every window, exterior door, basement or cellar door, and hatchway shall be substantially weather tight, watertight, and rodent proof, and shall be kept in sound working condition and good repair. (IPMC 304.13)

*(D) Stairs, porches, and appurtenances.* Every outside and inside stair, porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and good repair. (IPMC 304.10)

*(E) Bathroom floors.* Every bathroom floor surface and water closet compartment floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit the floor to be easily kept in a clean and sanitary condition. (IPMC 503.4)

*(F) Supplied facilities.* Every supplied facility, piece of equipment or utility which is required under this chapter shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.

*(G) Drainage.* Every yard shall be properly graded so as to obtain thorough drainage and so as to prevent the accumulation of stagnant water. (IPMC 302.2)

*(H) Noxious weeds.* Every yard and all exterior property areas shall be kept free of species of weeds or plant growth which are noxious or detrimental to health. (IPMC 302.4)

*(I) Egress.* Every dwelling unit shall be provided with adequate means of egress as required by the North Carolina State Building Code (R311.1).

#### **24.4-11 Control of Insects, Rodents, and Infestations**

*(A) Screens.* In every dwelling unit, for protection against mosquitoes, flies and other insects, every door opening directly from a dwelling unit to outdoor space shall have supplied and installed screens and a self-closing device; and every window or other device with openings



to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with screens installed. (IPMC 304.14)

(B) *Rodent control.* Every basement or cellar window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with screens installed or other approved device as will effectively prevent their entrance. (IPMC 304.17)

(C) *Infestation.*

(1) Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for the extermination whenever his or her dwelling unit is the only one infested. (IPMC 309.3)

(2) The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure ~~Whenever infestation is caused by failure of the owner to maintain a dwelling in a rodent proof or reasonably insect proof condition, extermination shall be the responsibility of the owner.~~ (IPMC 309.2)

(3) Whenever infestation exists in two or more dwelling units in any dwelling or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the owner. (IPMC 309.4)

(D) *Rubbish storage and disposal.* Every dwelling and every dwelling unit shall store rubbish as required by town ordinances, and the owner, operator, or agent in control of the dwelling or dwelling unit shall be responsible for the removal of rubbish. (IPMC 308.2, 308.3)

(E) *Garbage storage and disposal.* Every dwelling and every dwelling unit shall be supplied with an approved garbage disposal facility, which may be an adequate mechanical garbage disposal unit (mechanical sink grinder) in each dwelling unit or an incinerator unit, to be approved by a Town Building Inspector, in the structure for the use of the occupants of each dwelling unit, or an approved outside garbage can as required by town ordinances. (IPMC 308.3.1)

#### **24.4-12 Rooming Houses; Exceptions**

All the provisions of this chapter, and all the minimum standards and requirements of this chapter, shall be applicable to rooming houses, and to every person who operates a rooming house, or who occupies or lets to another for occupancy any rooming unit in any rooming house, except as provided in the following divisions.

(A) *Water closet, hand lavatory and bath facilities.*

- (1) At least one (1) water closet, lavatory basin and bathtub or shower, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each four (4) rooms within a rooming house wherever the facilities are shared. (IPMC 502.2)
  - (2) All the facilities shall be located within the residence building served and shall be directly accessible from a common hall or passageway and shall be not more than one (1) story removed from any of the persons sharing the facilities. at all times. (IPMC 503.2)
  - (3) Every lavatory basin and bathtub or shower shall be supplied with hot and cold water. (IPMC 505.1)
  - (4) The required facilities shall not be located in a cellar.
- (B) *Minimum floor area for sleeping purposes.* Every room occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor area, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least (fifty) 50 square feet of floor area for each occupant (twelve) 12 years of age and over and at least (thirty-five) 35 square feet of floor area for each occupant under (twelve) 12 years of age. (IPMC 404.4.1)
- (C) *Sanitary conditions.* The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for the sanitary maintenance of every other part of the rooming house; and he or she shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the rooming house is contained is leased or occupied by the operator. (IPMC 301.2)
- ~~(D) *Sanitary facilities.* Every water closet, flush urinal, lavatory basin and bathtub or shower required by subsection (A) above shall be located within the rooming house and within a room or rooms which afford privacy and are separate from the habitable rooms, and which are accessible from a common hall and without going outside the rooming house or through any other room therein. (REPEAT OF 24.4-12-1)~~

#### **24.4-13 Responsibilities of Owners and Occupants**

- (A) *Public areas.* Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof. (IPMC 301.2)
- (B) *Cleanliness.* Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he or she occupies and controls. (IPPMC 305.1)
- (C) *Rubbish and garbage.*



(1) Every occupant of a dwelling or dwelling unit shall dispose of all his or her rubbish and garbage in a clean and sanitary manner by placing it in the supplied storage facilities. (IPMC 308.2)

(2) In all cases, the owner shall be responsible for the availability of rubbish and garbage storage facilities. (IPMC308.2.1)

*(D) Supplied plumbing fixtures.* Every occupant of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of the same. (IPMC 301.2)

*(E) Care of facilities, equipment, and structure.* No occupant shall willfully destroy, deface, or impair any of the facilities or equipment, or any part of the structure of a dwelling or dwelling unit.

#### **24.4-14 Inspector; Powers and Duties**

*(A) Inspector appointed. The Jamestown Town Manager is hereby appointed to serve as the Jamestown Minimum Housing Inspector. The Manager may delegate these duties to any Town employee or contractor.*

*(B) Duties. It shall be the duty of the Inspector:*

(1) To investigate the dwelling conditions, and to inspect dwellings and dwelling units located in the town, in order to determine which dwellings and dwelling units are unfit for human habitation, and for the purpose of carrying out the objectives of this chapter with respect to the dwellings and dwelling units;

(2) To take action, together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation of housing which is deteriorated;

(3) To keep a record of the results of inspections made under this chapter and an inventory of those dwellings that do not meet the minimum standards of fitness herein prescribed; and

(4) To perform the other duties as may be herein prescribed.

*(C) Powers. The Inspector is authorized to exercise the powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this chapter including the following powers in addition to others herein granted:*

(1) To investigate the dwelling conditions in the town in order to determine which dwellings therein are unfit for human habitation.

(2) To administer oaths and affirmations, examine witnesses and receive evidence.

- (3) To enter upon premises for the purpose of making examinations and inspections; provided, the entries shall be made in accordance with law and in the manner as to cause the least possible inconvenience to the persons in possession; and
- (4) To appoint and fix the duties of the officers, agents and employees as he or she deems necessary to carry out the purpose of this chapter.

*(D) Relief from personal liability. Any official, officer, employee, or authorized qualified third-party agency or individual charged with the enforcement of this code, while acting for the Town, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property because of an act required or permitted in the discharge of the official duties described herein.*

#### **24.4-15 Procedure for Enforcement; Service of Complaints and Orders**

*(A) Procedure for enforcement.*

(1) Preliminary investigation; Notice; Hearing.

- (a) Whenever a petition is filed with the Inspector by a public authority or by at least five (5) residents of the town charging that any dwelling or dwelling unit is unfit for human habitation, or whenever it appears to the Inspector, upon inspection, that any dwelling or dwelling unit is unfit for human habitation, he or she shall if his or her preliminary investigation discloses a basis for the charges, issue and cause to be served upon the owner of and parties in interest in the dwelling or dwelling unit a complaint stating the charges and containing a notice that a hearing will be held before the Inspector at a place therein fixed, not less than ten (10) nor more than thirty (30) days after the serving of the complaint.
- (b) The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint.
- (c) Notice of the hearing shall also be given to at least one of the persons signing a petition relating to the dwelling.
- (d) Any person desiring to do so may attend the hearing and give evidence relevant to the matter being heard.
- (e) Hearings before the Inspector shall be quasi-judicial in nature. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Inspector.

(2) Procedure after hearing.

- (a) After the notice and hearing, the Inspector shall state in writing his or her determination whether the dwelling or dwelling unit is unfit for human habitation. If the Inspector determines the dwelling or dwelling unit is unfit for human habitation, then he or she shall also determine whether the structure is deteriorated or dilapidated.
- (b) If the Inspector determines that the dwelling or dwelling unit is deteriorated, he or she shall state in writing his or her findings of fact in support of the determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to repair, alter and improve the dwelling or dwelling unit to comply with the minimum standards of fitness established by this chapter within a specified period of time, not to exceed ninety (90) days.
- (c) If the Inspector determines that the dwelling or dwelling unit is deteriorated, the order may also require that the property be vacated and closed. The Inspector may issue an order to vacate and close only if the Inspector determines in writing that continued occupancy during the time allowed for repair will present a significant threat of bodily harm, taking into account the nature of the necessary repairs, alterations, or improvements; the current state of the property; and any additional risks due to the presence and capacity of minors under the age of eighteen (18) or occupants with physical or mental disabilities.
- (d) If the Inspector determines that the dwelling is dilapidated, he or she shall state in writing his or her findings of fact to support the determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to either repair, alter and improve the dwelling or dwelling unit to comply with the minimum standards of fitness established by this chapter or else vacate and remove or demolish the same within a specified period of time not to exceed ninety (90) days. However, notwithstanding any other provision of law, if the dwelling is located in a historic district of the town and the town's Historic District Commission, or the Town Council if such a commission does not exist, determines, after a public hearing as provided by ordinance, that the dwelling is of particular significance or value toward maintaining the character of the district, and the dwelling has not been condemned as unsafe, the order may require that the dwelling be vacated and closed consistent with G.S. § 160D-949.
- (e) An order issued shall also state:
  - (i) That the failure to make timely repairs as directed in the order shall make the dwelling subject to the issuance of an unfit order, and
  - (ii) That any person aggrieved by the order may appeal the decision to the Board of Adjustment within thirty (30) days from the rendering of the decision or service of the order.

(B) Whenever the Inspector orders a dwelling be vacated and closed or removed or demolished, notice of the order shall be given by first-class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for such notices. A minimum period of forty-five (45) days from the mailing of such notice shall be given before removal or demolition by action of the Inspector, to allow the opportunity for any organization to negotiate with the owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing. The Inspector or Town Clerk shall certify the mailing of the notices, and the certification shall be conclusive in the absence of fraud. Only an organization that has filed a written request for such notices may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the Inspector to wait forty-five (45) days before causing removal or demolition.

*(C) Methods of service of complaints and orders.*

- (1) Complaints or orders issued by the Inspector shall be served upon persons either personally or by registered or certified mail. When service is made by registered or certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed sufficient if the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten (10) days after the mailing. If regular mail is used, a notice of the pending proceedings shall be posted in a conspicuous place on the premises affected.
- (2) If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the Inspector in the exercise of reasonable diligence, or, if the owners are known but have refused to accept service by registered or certified mail, and the Inspector makes an affidavit to that effect, then the serving of the complaint or order upon the owners or other persons may be made by publication in a newspaper having general circulation in the town at least once no later than the time at which personal service would be required under this chapter. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.

#### **24.4-16 Failure to Comply with an Order**

(A) *Failure to comply with an order – in personam remedy.* Pursuant to G.S. § 160D-1208, if the owner of any deteriorated dwelling or dwelling unit shall fail to comply with an order of the Inspector to repair, alter or improve the same within the time specified therein, or if the owner of a dilapidated dwelling shall fail to comply with an order of the Inspector to vacate and close, and remove or demolish the same within the time specified therein, the Inspector may submit to the Town Council a resolution directing the Town Attorney to institute any appropriate action in the Guilford County Superior Court for an order directing the owner and/or occupants to comply with the order of the Inspector; to otherwise prevent the unlawful erection, construction, reconstruction, alteration or use; to restrain, correct or abate the violation; to prevent the occupancy of the dwelling; or to prevent any illegal act, conduct or use in or about the premises of the dwelling.



*(B) Failure to comply with an order – in rem remedy.*

- (1) If the owner of any deteriorated or dilapidated dwelling or dwelling unit shall fail to comply an order of the Inspector issued pursuant to this chapter, the Inspector may petition the Town Council adopt an ordinance authorizing the Inspector to carry the Inspector's order into effect. Upon adoption of said ordinance, the Inspector shall proceed to cause the dwelling or dwelling unit to be repaired, altered or improved to comply with the minimum standards of fitness established by this chapter or to be vacated and closed and removed or demolished, as directed by the ordinance of the Town Council and shall cause to be posted on the main entrance of the dwelling or dwelling unit a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."
- (2) No ordinance adopted by the Town Council shall direct the Inspector to take an action other than those actions specified in the Inspector's written order, except that the Council may allow additional time to repair a dwelling.
- (3) No ordinance shall be adopted to require demolition of a dwelling until the owner has first been given a reasonable opportunity to bring it into conformity with the town Minimum Housing Code.
- (4) Occupation of a building so posted shall constitute a Class 1 misdemeanor.

- (C) Each ordinance shall be recorded in the office of the Guilford County Register of Deeds and shall be indexed in the name of the property owner in the grantor index.

**24.4-17 Costs a Lien on Premises; Sale of Materials**

- (A) As provided by G.S. § 160D1203(7), the amount of the cost of any repairs, alterations or improvements, or vacating and closing, or removal or demolition, caused to be made or done by the Inspector shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in G.S. Chapter. 160A, Art. 10.
- (B) If the real property upon which the cost was incurred is located within the corporate limits of the town, then the amount of the cost is also a lien on any other real property of the owner located within the town limits or within one (1) mile thereof except for the owner's primary residence. The additional lien provided in this subdivision is inferior to all prior liens and shall be collected as a money judgment.
- (C) If the dwelling is removed or demolished by the Inspector, he or she shall sell the materials of the dwelling, and any personal property, fixtures or appurtenances found in or attached to the dwelling, and shall credit the proceeds of the sale against the cost of the removal or demolition and any balance remaining shall be deposited in the Guilford County Superior Court by the Inspector, shall be secured in a manner directed by the Court, and shall be disbursed by the Court to the persons found to be entitled thereto by final order or decree

of the Court. Nothing in this subsection shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by summary proceedings, or otherwise.

#### **24.4-18 Abandonment of Intent to Repair**

(A) If (i) the Town Council has adopted an ordinance as provided in this chapter or the Inspector has issued an order determining a structure is deteriorated and ordering a dwelling to be repaired or vacated and closed and (ii) the dwelling has been vacated and closed for a period of one (1) year pursuant to the ordinance or order, then the Council may conduct a hearing to determine whether the owner has abandoned the intent and purpose to repair, alter or improve the dwelling in order to render it fit for human habitation. If after a hearing, the Council finds that the owner has abandoned his or her intent to repair the dwelling and that the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, morals and welfare of the town in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State, then in such circumstances, the Council may, after the expiration of such one (1) year period, enact an ordinance and serve such ordinance on the owner, setting forth the following:

(1) If it is determined that the repair of the dwelling to render it fit for human habitation can be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the ordinance shall require that the owner either repair or demolish and remove the dwelling within ninety (90) days; or

(2) If it is determined that the repair of the dwelling to render it fit for human habitation cannot be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the ordinance shall require the owner to demolish and remove the dwelling within ninety (90) days.

(B) This ordinance shall be recorded in the Guilford County Register of Deeds and shall be indexed in the name of the property owner in the grantor index. If the owner fails to comply with this ordinance, the Inspector shall effectuate the purpose of the ordinance.

#### **24.4-19 Alternative and Supplemental Remedies**

(A) Neither this chapter nor any of its provisions shall be construed to impair or limit in any way the power of the town to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this chapter by criminal process as authorized by G.S. § 14-4.

(B) The enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy or remedies provided herein or in other ordinances or laws.

- (C) If any occupant fails to comply with an order to vacate a dwelling, the Inspector, with authorization from the Town Council, may file a civil action in the name of the city to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any person occupying such dwelling. The Guilford County Clerk of Superior Court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed ten (10) days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. § 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and if at the hearing the Inspector produces a certified copy of an ordinance adopted by the Town Council pursuant to this chapter authorizing the Inspector to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. § 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in G.S. § 7A-228, and the execution of such judgment may be stayed as provided in G.S. § 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this paragraph unless such occupant was served with notice at least thirty (30) days before the filing of the summary ejectment proceeding that the Town Council has ordered the Inspector to proceed to exercise his or her duties pursuant to this chapter to vacate and close or remove and demolish the dwelling.

#### **24.4-20 Appeals**

- (A) An appeal from any decision or order of the Inspector may be taken to the Zoning Board of Adjustment by any person aggrieved thereby or by any officer, board or Council of the town. Any appeal from the Inspector shall be taken within thirty (30) days from the rendering of the decision or service of the order by filing a notice of appeal with the Inspector, which notice shall specify the grounds upon which the appeal is based.
- (B) Upon the filing of any notice of appeal, the Inspector shall promptly transmit to the Zoning Board of Adjustment all the papers, photographs and other documents constituting the record upon which the decision appealed from was made.
- (C) When an appeal is from a decision of the Inspector refusing to allow the person aggrieved thereby to do any act, his or her decision shall remain in force until modified or reversed. When any appeal is from a decision of the Inspector requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the Zoning Board of Adjustment, unless the Inspector certifies to the board, after the notice of appeal is filed with him or her, that because of facts stated in the certificate (a copy of which shall be furnished to the appellant), a suspension of his or her requirement would cause imminent peril to life or property. In that case the requirement shall not be suspended except by a restraining order, which may be granted for due cause shown upon not less than one (1) day's written notice to the Inspector, by the board, or by a court of record upon petition.

- (D) The Zoning Board of Adjustment shall fix a reasonable time for hearing appeals, shall give due notice to the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make any decision and order that in its opinion ought to be made in the matter, and to that end it shall have all the powers of the Inspector, but the concurring vote of a majority of the members of the board shall be necessary to reverse or modify any decision or order of the Inspector. The board shall have power also in passing upon appeals, when practical difficulties or unnecessary hardships would result from carrying out the strict letter of the ordinance, to adapt the application of the ordinance to the necessities of the case to the end that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done.
- (E) Every decision of the Zoning Board of Adjustment shall be subject to review by proceedings in the nature of certiorari instituted in the Guilford County Superior Court within fifteen (15) days of the decision of the board, but not otherwise.
- (F) Any person aggrieved by an order issued by the Inspector, or a decision rendered by the Zoning Board of Adjustment may petition the Guilford County Superior Court for an injunction restraining the Inspector from carrying out the order or decision and the court may, upon such petition, issue a temporary injunction restraining the Inspector pending a final disposition of the cause. The petition shall be filed within thirty (30) days after issuance of the order or rendering of the decision. Hearings shall be had by the court on a petition within twenty (20) days and shall be given preference over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. It shall not be necessary to file bond in any amount before obtaining a temporary injunction under this subsection.

#### **24.4-21 Conflict with other provisions**

In the event any provision, standard or requirement of this chapter is found to be in conflict with any provision of any other ordinance or code of the town, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the town shall prevail.

#### **24.4-22 Violations**

- (A) It shall be unlawful for the owner of any dwelling or dwelling unit to fail, neglect or refuse to repair, alter or improve the same, or to vacate and close and remove or demolish the same, upon order of the Inspector duly made and served as herein provided, within the time specified in the order, and each day that any failure, neglect or refusal to comply with the order continues shall constitute a separate and distinct offense.
- (B) It shall be unlawful for the owner of any dwelling or dwelling unit, with respect to which an order has been issued pursuant to this chapter, to occupy or permit the occupancy of the same after the time prescribed in the order for its repair, alteration or improvement or its



vacation and closing, and each day that the occupancy continues after the prescribed time shall constitute a separate and distinct offense.

#### **24.4-23 Penalty and Enforcement**

In addition to the other remedies provided here in, any provision of this chapter may be enforced by any remedy, including but not limited to civil penalties as provided in Code Section 10.99 and G.S. §§ 160A-175 and 160D-404.

#### **24.5 Maintenance of Structures**

**24.5-1 General.** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety, or welfare. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking, and chipped paint shall be eliminated, and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and watertight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces, except that surface designed for stabilization by oxidation, such as copper roofs and flashing, are exempt from this requirement. (IPMC 304.1)

(A) The following standards are established for exterior features of structures:

- (1) Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. (IPMC 304.3)
- (2) Structural members. All structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads. (IPMC 304.4)
- (3) Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition to prevent the entry of insects and vermin. (IPMC 304.5)
- (4) Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials and maintained to prevent deterioration. (IPMC 304.6)
- (5) Roofs and drainage. The roof and flashing shall be sound, tight, and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters, and downspouts

shall be maintained in good repair and free from obstructions. Water from roofs shall not be discharged in a manner that creates a public nuisance. [\(IPMC 304.7\)](#)

- (6) Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition. [\(IPMC 304.8\)](#)
- (7) Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and properly anchored. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or other surface treatments. [\(IPMC 304.9\)](#)
- (8) Stairways, decks, porches, and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained in a structurally sound condition, with proper anchorage and support capable of handling normally imposed loads. [\(IPMC 304.10\)](#)
- (9) Chimneys and towers. All chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained in a structurally safe and sound condition. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or other surface treatments. [\(IPMC 304.11\)](#)
- (10) Handrails and guards. Every handrail and guard shall be firmly fastened in a manner capable of supporting normally imposed loads and shall be maintained in good condition. [\(IPMC 304.12\)](#)
- (11) Window, skylight, and door frames. Every window, skylight, door, and frame shall be kept in sound condition, in good repair and weather tight. [\(IPMC 304.13\)](#)
- (12) Glazing. All glazing materials shall be maintained free from cracks and holes. [\(IPMC 304.13.1\)](#)
- (13) Operable windows. Every window, other than a fixed window, shall be easily operable and capable of being held in both open and closed positions by window hardware. [\(IPMC 304.13.2\)](#)
- (14) Insect screens. Every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch. Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are



employed. Where required and installed, screens shall be maintained in good condition, free of holes and other openings. [\(IPMC 304.14\)](#)

- (15) Doors. All exterior doors, door assemblies, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and guestrooms shall tightly secure the door. [\(IPMC 304.15\)](#)

**24.5-2 Vacant or unoccupied structures.** Vacant or unoccupied structures shall be maintained in accordance with the standards provided in section 24.4 above. Such structures shall be further maintained to prohibit unauthorized entry.

**24.5-3 Structures undergoing demolition.** Structures undergoing demolition shall be maintained to protect public safety, health, and welfare. Demolition operations shall:

- Minimize the off-site release of dust and other particulates.
- Be maintained and secured to not create an attractive public nuisance.
- Remove salvage materials, debris, and rubble periodically to maintain safe on-site working conditions.
- Result in full and complete post-demolition cleanup, including the removal of all debris and rubble and maintaining compliance with the property maintenance standards in section 24.6 below. As part of demolition permitting, the Town requires a demolition permit be obtained from the Town of Jamestown and the Town may require the posting of performance bonds or other financial guarantees as deemed necessary to ensure compliance with these regulations.

**24.5-4 Unsafe structures.** An unsafe structure is one that is found to be dangerous to the life, health, property, or safety of the public or the occupants of the structure because it is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation that partial or complete collapse is possible. Unsafe structures shall be subject to the enforcement procedures provided in section 24.6 below.

## **24.6 Maintenance of Property and Premises.**

**24.6-1 General.** All exterior property and premises shall be maintained in a clean, safe, and sanitary condition.

(A) Specific standards for exterior features and situations are provided as follows:

- (1) Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon, except for approved retention areas and reservoirs. [\(IPMC 302.2\)](#)
- (2) Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces, and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions. Public sidewalks shall not be blocked by trees and other

vegetation located on adjoining private properties and shall be kept clear of weeds, litter, and other potential obstructions by the adjoining private property owner. [\(IPMC 302.3\)](#)

- (3) Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of nine inches other than trees, shrubs, and cultivated flowers and gardens. [\(IPMC 302.4\)](#)
- (4) Rodent and insect harborage. All structures and exterior property shall be kept free from rodent and insect harborage and infestation. Where rodents or insects are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent and insect harborage and prevent reinfestation. [\(IPMC 302.5\)](#)
- (5) Exhaust vents. Pipes, ducts, conductors, fans, or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors, or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant. [\(IPMC 302.6\)](#)
- (6) Accessory structures. All accessory structures, including detached garages, fences, and walls, shall be maintained structurally sound and in good repair. [\(IPMC 302.7\)](#)
- (7) Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept, or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. [\(IPMC 302.8\)](#)
- [\(8\)](#) Defacement of property. No person shall willfully or wantonly damage, mutilate, or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving, or graffiti unless specifically allowed by the Town. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair in a reasonably expeditious fashion, not to exceed 30 days. [\(IPMC 302.9\)](#)
- (9) Swimming pools, hot tubs, and spas. Swimming pools, hot tubs, and spas located exterior to a structure shall be maintained in a clean and sanitary condition and in good repair. Private swimming pools, hot tubs, and spas containing water more than 24 inches in depth shall be surrounded by a fence or barrier at least 48 inches in height above the finished ground level measured on the side of the barrier away from the pool, hot tub, or spa. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-



closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of six inches from the gatepost. No such enclosure shall be removed, replaced, or changed in a manner that reduces its effectiveness as a safety barrier. (IPMC 303.1)

(10) Accumulation of rubbish or garbage. All exterior property and premises shall be free from any accumulation of rubbish or garbage, including trash, junk, debris, dead vegetation, building materials, accumulations of newspapers, circulars, and flyers, and discarded personal items such as furniture, clothing, and large and small appliances. Every occupant of a structure shall dispose of all rubbish and garbage in a clean and sanitary manner by placing such rubbish and garbage in approved containers supplied by the owner of every occupied premises. The owner of the property or premises shall be responsible for the removal of rubbish and garbage. (IPMC 308.1)

(11) Refrigerators and other large appliances. Refrigerators and other large appliances not in operation shall not be discarded, abandoned, or stored in an exterior location on any premises. Refrigerators shall not be placed in an exterior location for pick-up and disposal by the Town of Jamestown without removal of the doors. Refrigerators and other large appliances shall not be placed in an exterior location for more than five (5) days for pick-up and disposal by the Town of Jamestown. (IPMC 308.2.2)

(12) Outdoor storage of equipment, appliances, raw materials for manufacturing, items being recycled, vehicles undergoing repair or dismantling, and similar items used or sold in the conduct of a business shall be screened from view from areas off the premises by fencing or landscaping. Goods or other items that are part of approved outdoor displays, such as cars for sale at a new or used car lot, seasonal plants, and vegetables for sale at a lawn and garden store, etc., shall be exempt from this requirement.

## **24.7 Administration**

**24.7-1 Responsibility for administration.** The Town of Jamestown Planning Director, or his/her designee, shall be responsible for the administration of these regulations. Such duties shall include the review and evaluation of complaints regarding nuisances and unmaintained properties, the inspection of structures, properties, and premises perceived to be in violation of these regulations, the pursuit of remedies for violations of these regulations, and the assignment of penalties as specified in these regulations for the purpose of obtaining regulatory compliance.

**24.7-2 Review and evaluation of complaints.** Citizen complaints regarding nuisances and unmaintained properties shall be presented in writing to the Planning Director. Upon receiving the complaint, the Planning Director shall review and evaluate said complaint. This review and evaluation may include inspection(s) of the subject property, meetings with the property owner(s), and other actions as needed to prepare a thorough evaluation of the complaint. Upon completion of the evaluation, the Planning Director shall prepare a report detailing his/her evaluation for

presentation to the Jamestown Town Council. This report shall include a recommendation regarding action to be taken in response to the complaint. This report shall be forwarded to the Town Council for review and action at a regularly scheduled meeting. Upon reviewing the report, the Town Council shall direct staff regarding action to be taken in response to the complaint.

**24.7-3 Inspections.** The Planning Director or designee shall personally make all of the required inspections or shall accept reports of inspection by qualified third-party agencies or individuals. All reports of such inspections shall be in writing and shall be certified by a responsible officer of such qualified agency or individual. The Planning Director or designee is authorized to engage such expert opinion as deemed necessary to satisfactorily administer these regulations. Payment of inspection costs associated with third-party agencies or individuals shall be assigned to the owner of record of the subject structure, property, or premises upon determination that a violation exists and shall be so noted in the notice of violation.

**24.7-4 Right of entry.** In carrying out these duties, the Planning Director or designee is authorized to enter such structures, properties, or premises at reasonable times. If entry is refused or not obtained, recourse shall be pursued as provided by law.

**24.7-5 Relief from personal liability.** Any official, officer, employee, or authorized qualified third-party agency or individual charged with the enforcement of this code, while acting for the Town, shall not thereby be rendered liable personally or professionally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of the official duties described herein.

## **24.8 Enforcement.**

**24.8-1 General enforcement.** Except for unsafe structures, a violation of these regulations shall be enforced as provided below. In no case shall violations of this ordinance be considered criminal offenses except as specifically provided by statute.

**24.8-2 Notice of violation.** The Planning Director shall provide notice of the violation and any required remedies. The notice of violation shall be served by any means authorized under G.S. 1A-1, Rule 4, and shall direct the violator to correct the violation within 30 days after receipt of the notice of violation. The violator may be the property owner, the leasehold tenant, or occupant, or any combination thereof deemed necessary to ensure compliance with these regulations.

**24.8-3 Failure to comply with a notice of violation.** Any person who fails to comply with a notice of violation of any of the provisions of this Article shall be subject to a civil penalty of five hundred dollars (\$500.00). A civil penalty may be assessed from the date of the violation. Each day of a continuing violation shall constitute a separate violation. The decision of the Planning Director to assess a civil penalty may be delivered by personal service, by registered mail or certified mail returned receipt requested, or by any means authorized under G.S. 1A-1, Rule 4.

**24.8-4 Appeal to Superior Court.** Every decision of the Planning Director to assess a civil penalty shall be subject to review by the Guilford County Superior Court by proceedings in the nature of

certiorari. Any petition for review by the Superior Court shall be filed with the clerk of Superior Court within 30 days after the decision of the Planning Director to assess a civil penalty.

**24.8-5 Failure to Appeal and/or Pay.** Any civil penalty assessed a person who violates the provisions of these regulations shall be recovered by the Town in a civil action in a debt, to be brought in the Guilford County Superior Court if the violator fails to give notice of timely appeal and fails to pay the penalty within the prescribed period after he or she has been cited for the violation.

**24.8-6 Unsafe structure enforcement.** An unsafe structure is one that is found to be dangerous to the life, health, property, or safety of the public or the occupants of the structure because it is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation that partial or complete collapse is possible. Such structures shall be condemned and removed in accordance with the provisions of G.S. 160D-1119 through 160D-1125 and this article.

**24.8-7 Posting.** Upon determination that an unsafe structure exists, the Planning Director shall post a notice of condemnation in conspicuous place on the exterior wall of the building as required in G.S. 160D-1119. Such notice may order the structure closed to the extent necessary to not constitute an attractive nuisance.

**24.8-8 Removal of notice of condemnation.** Any person removing a notice of condemnation posted by the Planning Director shall be guilty of a civil penalty as specified in G.S. 160D-1120.

**24.8-9 Vacation.** Any occupied structure condemned and posted by the Planning Director shall be vacated as ordered by the Planning Director.

**24.8-10 Notice; failure to take corrective action.** If the owner of a structure that has been condemned as unsafe pursuant to G.S. 160D-1119 fails to take prompt corrective action, the Planning Director shall give him written notice, by certified or registered mail to his last known address or by personal service. The notice shall specify that the building or structure is in a condition that appears to meet one or more of the following conditions:

- Constitutes a fire or safety hazard.
- Is dangerous to life, health, or other property.
- Is likely to cause or contribute to blight, disease, vagrancy, or danger to children.
- Tends to attract persons intent on criminal activities or other activities which would constitute a public nuisance.

The notice shall further specify that a hearing will be held before the Planning Director at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and that following the hearing, the Planning Director may issue such order to repair, close, vacate, or demolish the building or structure as appears appropriate.

**24.8-11 Alternative notice.** If the name or whereabouts of the owner cannot after due diligence be discovered, the notice shall be considered properly and adequately served if a copy thereof is posted on the outside of the building or structure in question at least 10 days prior to the hearing and a notice of the hearing is published in a newspaper having general circulation in the Town at least once not later than one week prior to the hearing.

**24.8-12 Order to take corrective action.** If, following the hearing described above, the Planning Director finds that the structure is unsafe, he or she shall issue an order that specifies the corrective action that must be taken by the property owner under a timeframe that complies with G.S. 160D-1122.

**24.8-13 Appeal of order to take corrective action.** The property owner may appeal the order to take corrective action in accordance with the provisions of G.S. 160D-1123.

**24.8-14 Failure to comply with order.** Any person who fails to comply with an order to take corrective action shall be subject to a civil penalty of up to \$500 per day, with each day on which action to comply is not taken considered a separate violation. The Town may enforce the order as provided in G.S. 160D-1124.



## **24.9 NON-RESIDENTIAL BUILDING CODE, MINIMUM STANDARDS FOR NONRESIDENTIAL BUILDINGS AND STRUCTURES**

### **24.9-1 JURISDICTION AND AUTHORITY**

- (A) Authority. Pursuant to G.S. § 160D-1129 the Town Council hereby adopts these standards for nonresidential buildings and structures to ensure that said buildings and structures meet minimum maintenance, sanitation, and safety standards. These standards shall apply in addition to the requirements of the North Carolina State Building Code and any other applicable regulations.
- (B) Jurisdiction. The provisions of this section shall apply within the corporate limits and the Extra Territorial Jurisdiction (ETJ) of the Town of Jamestown.
- (C) Inspector Appointed, Powers and Duties. The Jamestown Planning Director or their designee is hereby authorized to implement and enforce the provisions this ordinance, "Minimum Standards for Nonresidential Buildings and Structures." The Minimum Housing Inspector shall be referred to herein as the "Inspector." Except as provided herein, the Inspector shall have the same powers and duties when enforcing minimum standards for nonresidential buildings and structures as they have when enforcing the Minimum Standards Code.

### **24.9-2 MINIMUM STANDARDS**

- (A) Compliance with the North Carolina State Building Code. Every nonresidential building and structure shall comply with applicable provisions of the North Carolina State Building Code, especially those provisions that pertain to the prevention of conditions that are dangerous and injurious to the public health, safety, and welfare.
- (B) Structural Condition.
  - (1) Walls or partitions or supporting members, sills, joists, rafters or other structural members shall not list, lean or buckle, and shall not be rotted, deteriorated or damaged, and shall not have holes or cracks which might admit rodents.
  - (2) Floors or roofs shall have adequate supporting members and strength to be reasonably safe for the purpose used.
  - (3) Foundations, foundation walls, piers or other foundation supports shall not be deteriorated or damaged.
  - (4) Every outside and inside stair, porch, landing, loading dock and any other appurtenance shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and good repair.
  - (5) The roof, flashings, exterior walls, basement walls, floors and all doors and windows exposed to the weather shall be constructed and maintained to be weather tight and watertight.
  - (6) There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in a condition or location as to constitute a fire hazard.
  - (7) There shall be no use of the ground for floors, or wood floors directly on the ground. <sup>[[1]]</sup><sub>SEP</sub>
- (C) Plumbing system.
  - (1) Each nonresidential building or structure shall be connected to a potable water supply and to the public sewer or other approved sewage disposal system, if such connections are required by the North Carolina State Building Code.
  - (2) Each nonresidential building or structure shall contain at least the minimum number of toilets and other sanitary facilities required by the North Carolina State Building Code.

- (3) All water shall be supplied through an approved pipe distribution system connected to a potable water supply.
  - (4) All plumbing fixtures shall meet the standards of the North Carolina State Building Code and shall be maintained in a state of good repair and in good working order.
- (D) Heating and Electrical System.
- (1) The heating and electrical systems of nonresidential buildings and structures shall comply with the North Carolina State Building Code.
  - (2) Every public hall and stairway in every multi dwelling shall be always adequately lighted by electric lights when natural daylight is not sufficient.
- (E) Safe and Sanitary Maintenance.
- (1) Every foundation wall, exterior wall and exterior roof shall be substantially weather tight and rodent proof, shall be kept in sound condition and good repair; shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.
  - (2) Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.
  - (3) Every floor, interior wall and ceiling shall be substantially rodent proof, shall be kept in sound condition and good repair and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.
  - (4) Interior walls and ceilings of all finished interior spaces shall be finished of suitable materials, which will, by use of reasonable commercial methods, promote sanitation and cleanliness.
  - (5) Every window, exterior door, basement or cellar door, and hatchway shall be substantially weather tight, watertight, and rodent proof, and shall be kept in sound working condition and good repair.
  - (6) Every bathroom floor surface and water closet compartment floor surface shall be constructed and maintained to be reasonably impervious to water and to permit the floor to be easily kept in a clean and sanitary condition.
  - (7) Every supplied facility, piece of equipment or utility which is required under this section, or the North Carolina State Building Code shall be so constructed or installed that it will function safely and effectively; and shall be maintained in satisfactory working condition.
  - (8) Every yard shall be properly graded to obtain thorough drainage and to prevent the accumulation of stagnant water.
  - (9) Every yard and all exterior property areas shall be kept free of species of weeds or plant growth which are noxious or detrimental to health.
  - (10) Every dwelling unit shall be provided with adequate means of egress as required by the North Carolina State Building Code.
- (F) Control of Insects, Rodents, and Infestations.
- (1) Screens. Every window or other device with openings to outdoor space, used or intended to be used for ventilation, shall be supplied with screens installed.
  - (2) Every basement or cellar window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with screens installed or other approved device as will effectively prevent their entrance.
  - (3) Infestation.

- (4) Every occupant shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a nonresidential building or structure containing more than one unit shall be responsible for the extermination whenever his or her unit is the only one infested.
- (5) Whenever infestation is caused by failure of the owner to maintain a nonresidential building or structure in a rodent proof or reasonably insect proof condition, extermination shall be the responsibility of the owner.
- (6) Whenever infestation exists in two or more nonresidential units or in the shared or public parts of any nonresidential building or structure containing two or more units, extermination shall be the responsibility of the owner.
- (G) Rubbish and garbage storage and disposal. Every nonresidential building or structure shall store rubbish and garbage as required by town ordinances, and the owner or occupant of the building or structure shall be responsible for the removal of rubbish and garbage.
- (H) Responsibilities of Owners and Occupants.
  - (1) Public areas. Every owner of a nonresidential building or structure with two or more units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the building or structure and premises thereof.
  - (2) Cleanliness. Every occupant of a nonresidential building or structure shall keep in a clean and sanitary condition that part of the building or structure and premises thereof which he or she occupies and controls.

#### **24.9-3 INVESTIGATION, HEARING AND ORDER**

- (A) Investigation. Whenever it appears to the Inspector that any nonresidential building or structure has not been properly maintained so that the safety or health of its occupants or members of the general public are jeopardized for failure of the property to meet the minimum standards established by this code, the Inspector shall undertake a preliminary investigation. If entry upon the premises for purposes of investigation is necessary, such entry shall be made with the permission of the owner, owner's agent, a tenant, or other person legally in possession of the premises or pursuant to a duly issued administrative search warrant issued in accordance with G.S. § 15-27.2.
- (B) Complaint and Hearing. If the preliminary investigation discloses evidence of a violation of the minimum standards, the Inspector shall issue and cause to be served upon the owner of and parties in interest in the nonresidential building or structure a complaint. The complaint shall contain the following:
  - (1) The charges.
  - (2) A notice that a hearing will be held before the Inspector (or his or her designated agent) at a place within Guilford County scheduled not less than ten (10) days nor more than thirty (30) days after the serving of the complaint.
  - (3) That the owner and parties in interest shall be given the right to answer the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and
  - (4) That the rules of evidence prevailing in courts of law or equity shall not be controlling in hearing before the Inspector.
- (C) Hearing and Order.
  - (1) Hearings shall be quasi-judicial in nature and shall be conducted in the same manner as hearings provided for in Chapter 80.

- (2) If, after notice and hearing, the Inspector determines that the nonresidential building or structure has not been properly maintained so that the safety or health of its occupants or members of the public is jeopardized for failure of the property to meet the minimum standards established by this code, the Inspector shall issue an order that states the following:
- (3) The order shall provide writing findings of fact in support of the Inspector's determination. <sup>[[1]]</sup><sub>SEP</sub>
- (4) The order may require the owner to take remedial action, within a reasonable time specified, subject to the procedures and limitations of this subsection. <sup>[[1]]</sup><sub>SEP</sub>
- (5) The order shall state that any person aggrieved by the order may appeal the decision to the Zoning Board of Adjustment within thirty (30) days from the rendering of the decision or service of the order.

(D) Limitations on Orders.

- (1) An order may require the owner to repair, alter, or improve the nonresidential building or structure in order to bring it into compliance with the minimum standards established by this code or to vacate and close the nonresidential building or structure for any use.
- (2) An order may require the owner to remove or demolish the nonresidential building or structure if the cost of repair, alteration, or improvement of the building or structure would exceed fifty percent (50%) of its then current value. Notwithstanding any other provision of law, if the nonresidential building or structure is designated as a local historic landmark, listed in the National Register of Historic Places, or located in a locally designated historic district or in a historic district listed in the National Register of Historic Places and the Town Council determines, after a public hearing as provided by ordinance, that the nonresidential building or structure is of individual significance or contributes to maintaining the character of the district, and the nonresidential building or structure has not been condemned as unsafe, the order may require that the nonresidential building or structure be vacated and closed until it is brought into compliance with the minimum standards established by this code.
- (3) An order may not require repairs, alterations, or improvements to be made to vacant manufacturing facilities or vacant industrial warehouse facilities to preserve the original use. The order may require such building or structure to be vacated and closed, but repairs may be required only when necessary to maintain structural integrity or to abate a health or safety hazard that cannot be remedied by ordering the building or structure closed for any use.

(E) Relief from personal liability. Any official, officer, employee, or authorized qualified third-party agency or individual charged with the enforcement of this code, while acting for the Town, shall not thereby be rendered liable personally, and is hereby relieved from all personal and professional liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of the official duties described herein.

**24.9-4 ACTION BY THE TOWN COUNCIL UPON FAILURE TO COMPLY WITH THE ORDER**

(A) Failure to Comply with an Order to Repair, Alter, Improve or To Vacate and Close.

- (1) If the owner fails to comply with an order to repair, alter, or improve or to vacate and close the nonresidential building or structure, the Town Council may adopt an ordinance ordering the Inspector to proceed to effectuate the purpose of these sections with respect to the particular property or properties that the Inspector found to be jeopardizing the health or safety of its occupants or members of the public. The property or properties shall be described in the ordinance. The ordinance shall be recorded in the office of the Guilford County Register of Deeds and shall be indexed in the name of the property owner or owners in the grantor index.
- (2) Following the adoption of an ordinance, the Inspector may cause the building or structure to be repaired, altered, or improved or to be vacated and closed, as provided in the ordinance. The Inspector may cause to be posted on the main entrance of any nonresidential building or



structure so closed a placard with the following words: "This building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful." Any person who occupies or knowingly allows the occupancy of a building or structure so posted shall be guilty of a Class 3 misdemeanor.

(B) Failure to Comply with an Order to Remove or Demolish.

- (1) If the owner fails to comply with an order to remove or demolish the nonresidential building or structure, the Town Council may adopt an ordinance ordering the Inspector to proceed to effectuate the purpose of these sections with respect to the particular property or properties that the Inspector found to be jeopardizing the health or safety of its occupants or members of the general public. No ordinance shall be adopted to require demolition of a nonresidential building or structure until the owner has first been given a reasonable opportunity to bring it into conformity with the minimum standards established by this code. The property or properties shall be described in the ordinance. The ordinance shall be recorded in the office of the Guilford County Register of Deeds and shall be indexed in the name of the property owner or owners in the grantor index.
- (2) Following adoption of an ordinance, the Inspector may cause the building or structure to be removed or demolished.

(C) Action by the Town Council upon Abandonment of Intent to Repair. If the Town Council has adopted an ordinance or the Inspector has issued an order requiring the building or structure to be repaired or vacated and closed, and the building or structure has been vacated and closed for a period of two (2) years pursuant to the ordinance or order, the Town Council may make findings that the owner has abandoned the intent and purpose to repair, alter, or improve the building or structure and that the continuation of the building or structure in its vacated and closed status would be inimical to the health, safety, and welfare of the municipality in that it would continue to deteriorate, would create a fire or safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, or would cause or contribute to blight and the deterioration of property values in the area. Upon such findings, the Town Council may, after the expiration of the two-year period, enact an ordinance and serve such ordinance on the owner, setting forth the following:

- (1) If the cost to repair the nonresidential building or structure to bring it into compliance with the minimum standards is less than or equal to fifty percent (50%) of its then current value, the ordinance shall require that the owner either repair or demolish and remove the building or structure within ninety (90) days; or
- (2) If the cost to repair the nonresidential building or structure to bring it into compliance with the minimum standards exceeds fifty percent (50%) of its then current value, the ordinance shall require the owner to demolish and remove the building or structure within ninety (90) days.
- (3) In the case of vacant manufacturing facilities or vacant industrial warehouse facilities, the building or structure must have been vacated and closed pursuant to an order or ordinance for a period of five (5) years before the Town Council may act under this subsection. The ordinance shall be recorded in the office of the Guilford County Register of Deeds and shall be indexed in the name of the property owner in the grantor index. If the owner fails to comply with the ordinance, the Inspector shall effectuate the purpose of the ordinance.

#### **24.9-5 SERVICE OF COMPLAINTS AND ORDERS**

- (A) Complaints or orders issued by the Inspector pursuant to these sections shall be served upon persons either personally or by registered or certified mail so long as the means used are reasonably designed to achieve actual notice. When service is made by registered or certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed sufficient if the registered or certified mail is unable to be served, but the regular mail is not returned by the post office within ten (10) days

after the mailing. If regular mail is used, a notice of the pending proceedings shall be posted in a conspicuous place on the premises affected.

- (B) If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the Inspector in the exercise of reasonable diligence, and the Inspector makes documentation to that effect, the serving of the complaint or order upon the owners or other persons may be made by publication in a newspaper having general circulation in the town at least once no later than the time that personal service would be required under these sections. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises affected.

#### **24.9-6 LIENS**

- (A) The amount of the cost of repairs, alterations, or improvements, or vacating and closing, or removal or demolition by the Inspector shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of the General Statutes.
- (B) The amount of the costs of repairs, alterations, or improvements, or vacating or closing, or removal or demolition by the Inspector shall also be a lien on any other real property of the owner located within the town limits except for the owner's primary residence. The additional lien provided in this subdivision is inferior to all prior liens and shall be collected as a money judgment.
- (C) If the nonresidential building or structure is removed or demolished by the Inspector, he or she shall offer for sale the recoverable materials of the building or structure and any personal property, fixtures, or appurtenances found in or attached to the building or structure and shall credit the proceeds of the sale, if any, against the cost of the removal or demolition, and any balance remaining shall be deposited in the Guilford County Superior Court by the public officer, shall be secured in a manner directed by the Court, and shall be disbursed by the Court to the persons found to be entitled thereto by final order or decree of the Court.

#### **24.9-7 EJECTMENT**

If any occupant fails to comply with an order to vacate a nonresidential building or structure, the Inspector may file a civil action in the name of the town to remove the occupant. The action to vacate shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any person occupying the nonresidential building or structure. The Guilford County Clerk of Superior Court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date, and place not to exceed ten (10) days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. § 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served and if at the hearing the Inspector produces a certified copy of an ordinance adopted by the Town Council pursuant to these sections to vacate the occupied nonresidential building or structure, the magistrate shall enter judgment ordering that the premises be vacated, and all persons be removed. The judgment ordering that the nonresidential building or structure be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. § 42-30. An appeal from any judgment entered under this subsection by the magistrate may be taken as provided in G.S. § 7A-228, and the execution of the judgment may be stayed as provided in G.S. § 7A-227. An action to remove an occupant of a nonresidential building or structure who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this subsection unless the occupant was served with notice, at least thirty (30) days before the filing of the summary ejectment proceeding, that the Town Council has ordered the Inspector to proceed to exercise his or her duties pursuant to these sections to vacate and close or remove and demolish the nonresidential building or structure.

#### **24.9-8 CIVIL PENALTIES**

Civil penalties levied shall be in accordance with Section 10.99 and any other applicable provisions of this Code.

#### **24.9-10 APPEALS**

An appeal from any decision or order of the Inspector may be taken to the Town Council by any person aggrieved thereby or by any officer, Town Council. The procedure for an appeal shall be in accordance with the code of ordinance, and any person aggrieved by a decision or order of the Inspector shall have the remedies provided in G.S. § 160D-305.

#### **24.9-11 ABANDONED STRUCTURES**

- (A) As authorized by G.S. § 160D-1201(b), the Town Council may determine that any abandoned structure within the corporate limits of the town or its extraterritorial jurisdiction is a health or safety hazard because of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children or frequent use by vagrants as living quarters in the absence of sanitary facilities.
- (B) If the Town Council determines that an abandoned structure is a health or safety hazard, the Council may require the property owner to repair, close or demolish the structure pursuant to the same provisions and procedures as are prescribed under the Jamestown Minimum Housing Code for the repair, closing or demolition of dwellings found to be unfit for human habitation.
- (C) The Town Council may determine that an abandoned structure is a health or safety hazard only after a quasi-judicial hearing on the matter. Using the procedure set forth in the code of ordinance, the town shall provide notice to the property owner and any mortgage holder of record not less than ten (10) nor more than thirty (30) days prior to the hearing. The owner or any party in interest shall have the right to submit written evidence prior to the hearing and to give testimony in person, or otherwise, during the hearing.
- (D) This authority provided by this section shall be supplemental to and may be used in lieu of or in conjunction with any other authority provided in this code.

#### **24.10 NON-RESIDENTIAL MAINTENANCE CODE**

##### **24.10-1 PURPOSE.**

It is the purpose of the provisions of this chapter to provide a just, equitable and practicable method, whereby non-residential buildings, or structures which from any cause, endanger the life, limb, health, morals, property, safety or welfare of the public or their occupants, diminish property values, exhibit characteristics of abandonment or neglect, or detract excessively from the appropriate appearance of the non-residential area, may be required to be repaired, vacated or demolished. The provisions of this code are cumulative with and in addition to any other remedy provided by law, including the current editions of standard codes adopted by the town.

##### **24.10-2 SCOPE.**

The provisions of this code shall apply to all non-residential buildings and structures which are now in existence, or which may be built within the town limits or annexed therein, and to all non-residential lands within the corporate jurisdiction of the Town of Jamestown and its extraterritorial jurisdiction.

##### **24.10-3 APPLICABILITY.**

- (A) Every non-residential building or structure and the premises on which it is situated, used or intended to be used for non-residential occupancy shall comply with the provisions of this chapter, whether or not the building shall have been constructed, altered or repaired before or after the enactment of this chapter, and irrespective of any permits or licenses which shall have been issued for the use or occupancy of the building, or for the installment or repair of equipment or facilities prior to the effective date of this chapter.
- (B) This chapter establishes minimum standards for the initial and continual occupancy and use of all non-residential buildings and does not replace or modify standards otherwise established for the

construction, repair, alteration or use of the building equipment or facilities contained therein except as provided.

- (C) Where there is mixed occupancy, any commercial business use therein shall be nevertheless regulated by and subject to the provisions of this chapter.

#### **24.10-4 CONFLICTING PROVISIONS.**

In any case where the provisions of this chapter impose a higher or lower standard than that set forth in any other ordinance of the town or under the laws of the state, the higher standard shall prevail. Interpretation shall be the authority of the Planning Director or their designee.

#### **24.10-5 COMPLIANCE.**

- (A) It shall be the duty of each owner and each operator of a non-residential building or premises within the town to comply with the regulations and requirements set forth in this chapter. No license, permit or certification of occupancy shall be issued unless and until all applicable sections of this chapter have been complied with.
- (B) No land or building or combination thereof shall be used in a manner inconsistent with or in conflict with the requirements of this chapter.

#### **24.10-6 DEMOLITION OF NON-RESIDENTIAL BUILDINGS.**

Where a building is under the jurisdiction of the code, the building may be demolished by the owner provided that the following requirements are met:

- (A) The owner obtains a demolition permit from the Town of Jamestown.
- (B) All sewer, gas, water and similar taps or connections are properly closed and disconnected.
- (C) All debris from the building is removed from the site. This requirement is for the removal of all debris that is above the street level of the building.
- (D) The lot is graded to a smooth, even, finished grade, and free from building material, debris, holes and/or depressions. Where building debris remains on the site below street level, the owner must back fill the lot with 12 inches of clean fill which shall be graded to a smooth, even finished grade.
- (E) Where walls of adjacent buildings become exposed as a result of the demolition, the walls must have all doors, windows, vents or other similar openings closed with material of the type comprising the wall. No protrusions or loose material shall be in the wall. The exposed wall shall be painted, stuccoed, or bricked so as not to detract from the aesthetics and value of the adjacent property and weather proofed to prevent deterioration of the wall.

#### **24.10-7 BUILDINGS AND PREMISES DAMAGED.**

- (A) Any building or premises damaged by fire, storm, collapse or an act of nature to such an extent that the cost of repair and reconstruction does not exceed 50% of the physical valuation of the entire structure at the time the damage occurred, the damaged portions of the building or premises may be razed or shall be secured to prevent unauthorized entry and repaired in a manner that complies in all respects with all ordinances of the town related to new buildings.
- (B) The razing or repair work shall begin within 120 days of the damage. Extensions of this time requirement may be issued by the Board of Adjustments and appeals upon showing of cause by the property owner.

#### **24.10-8 DUTIES AND RESPONSIBILITIES OF OWNER**

- (A) Relationship of Duties and Responsibilities to Occupancy.
  - (1) The provisions of this chapter that apply to the exterior or exterior components of a structure or building shall be complied with whether the structure or building is occupied or vacant. All



unoccupied or vacant structures or buildings shall be secured by the owners to prevent the entry of unauthorized persons or the formation of nuisance conditions such as infestation, including roosting birds.

(B) Nuisances and Hazards.

It shall be the duty and responsibility of the owner of non-residential premises to see that the premises under the control of the owner are maintained to ensure that there is compliance with the following provisions of this section:

- (1) The premises are free of all nuisances and any hazards to the safety of the occupants, customers or other persons utilizing the premises or to pedestrians passing thereby.
- (2) The premises are free of loose and overhanging objects which, by reason of location above ground level, constitute a danger of falling on persons in the vicinity thereof. (State Building Code Reference, § 105.12, Unsafe buildings)
- (3) The premises are free of holes, excavations, breaks, projections, or obstructions on walks, driveways, parking lots and parking areas, and other parts of the premises which are accessible to and used by persons on the premises. All the holes and excavations shall be filled and repaired, walks and steps replaced, and other conditions removed where necessary to eliminate hazards or unsafe conditions with reasonable dispatch by the owner upon their discovery.

(C) Condition of Exterior of Premises and Structures.

- (1) The exterior of the premises and structure shall be maintained in good repair and free from deterioration so as not to constitute a nuisance.
- (2) All surfaces shall be maintained free of cracked or broken glass, loose shingles, loose wood, crumbling stone or brick, loose, or broken plastic or other similar hazardous conditions. (State Building Code reference, § 105.12, Unsafe buildings)
- (3) All structures and decorative elements of building exteriors shall be repaired or replaced in a workmanlike manner to match as closely as possible the original materials and construction techniques.

(D) Soundness of Floors, Interior Walls and Ceilings.

All floors, interior walls and ceilings of every structure shall be structurally sound and shall be maintained in a good condition compatible with its business use, and where open to the public shall be maintained in a condition so as not to constitute a hazard to the public.

(E) Structurally Deficient Building in Rear.

Structures at the rear of buildings attached or unattached to the principal structure, which are found by the Planning Director or their designee to be structurally deficient, shall be properly repaired or demolished.

(F) Removal of Miscellaneous Elements on Building Walls, Roofs and Surrounding Premises.

All existing miscellaneous elements on building walls and roofs and surrounding premises, such as empty electrical or other conduits, unused sign brackets and the like shall be removed.

(G) Walls.

- (1) All foundation walls shall be kept structurally sound, and capable of bearing imposed loads safely. (State Building Code reference, § 1302.3, Concrete footings and § 1302.5, Foundation walls)
- (2) All material used to maintain or reconstruct a wall or part thereof, including the application of sidings or other surfacing material, shall be of standard quality.

- (3) Where a wall of a building has become exposed as a result of demolition of adjacent buildings the wall must have all doors, windows, vents or other similar openings closed with material of the type comprising the wall. No protrusions or loose material shall be in the wall. The exposed wall shall be painted, stuccoed, or bricked so as not to detract from the aesthetics and value of adjacent property and weather proofed, if necessary, with construction material to prevent deterioration of the wall.

(H) Windows.

- (1) All windows must be tight fitting and have sashes of proper size and design. Sashes with rotten wood, broken joints, or broken or loose mullions or muntins shall be replaced. All broken and missing windows shall be replaced with glass or plexiglass. All exposed wood shall be repaired and painted.
- (2) All windows shall be maintained free of broken glass. Where a window glass larger than four square feet becomes cracked to an extent that the largest single portion of the window free of a crack is less than 80% of the total surface area of the window glass, the window glass shall be replaced by a pane free of cracks.
- (3) All openings originally designed as windows shall be maintained as windows, complete with sills, lintels, frame, and glass, unless specifically approved by the Fire Chief for enclosure. Where the Fire Chief approves the enclosure of a window, it must be so enclosed by either bricking the opening, blocking the opening with concrete blocks, and stuccoing the exterior, or by boarding up the opening. When boarding is used, it shall be of trim fit, sealed to prevent water intrusion and painted or stained to properly conform with the other exterior portions of the building.

(I) Painting.

- (1) All exterior surfaces which require paint or sealing in order to protect the underlying surface from deterioration shall be so painted or sealed.
- (2) All exterior surfaces which have been painted shall be maintained free of peeling and flaking. Where 15% or more of the aggregate of any painted wall shall have peeling or flaking or previous paint worn away, the entire wall shall be repainted.

(J) Signs.

All advertising structures and awnings and their accompanying supporting members shall be maintained in good repair and shall not constitute a nuisance or safety hazard. All non-operative signs shall be repaired or shall, with their supporting members, be removed forthwith. In the event the signs, billboard, marquees, or awnings are not properly maintained in accordance with the foregoing, they shall, together with their supporting members, be removed forthwith. In the event the awnings or marquees are made of cloth, plastic or of a similar material, the awnings or marquees shall be maintained so as not to show evidence of excessive tearing, ripping, or other holes which diminish their function and cause unsightly conditions. Nothing herein shall be construed to authorize any encroachments on streets, sidewalks, or other parts of the public domain.

(K) Washrooms.

- (1) All washrooms and water closet compartment floors shall be surfaced with water-resistant material and shall be always kept in a dry and sanitary condition.
- (2) All washrooms shall be provided with permanently installed artificial lighting fixtures with a switch and wall plate so located and maintained that there is no danger of short circuiting from water, from other bathroom facilities or from splashing water. (National Electrical Code reference, Protection against corrosion, § 300-6, and Switches, § 380-4)

(L) Garbage.

- (1) There shall not be stored or allowed to accumulate flammable or combustible liquids or other materials on the premises unless they are of a type approved for storage by the regulations of the National Fire Protection Association, and then only in quantities as may be prescribed by the regulations. (Fire Protection Code reference, Order to eliminate injurious or hazardous conditions, and State Building Code.
- (2) No garbage or solid waste shall be stored or allowed to accumulate on the premises unless contained in trash receptacles.

(M) Appurtenances.

- (1) All chimneys, flues and vent attachments thereto shall be maintained structurally sound. Chimneys, flues, gas vents or other draft-producing equipment which are in use shall provide sufficient draft to develop the rated output of the connected equipment, shall be structurally safe, durable, smoke-tight and capable of withstanding the action of flue gases (State Building Code reference, Chimneys, fireplace stoves, fireplaces and venting systems)
- (2) All exterior porches, landings, balconies, stairs, and fire escapes shall be provided with banisters or railings properly designed and maintained to minimize the hazard of falling, and the same shall be kept structurally sound, in good repair, and free of defects. (State Building Code reference, Outside stairs, and exterior balconies, § 1108, and Fire escapes, § 1007.4)
- (3) All cornices shall be made structurally sound, and rotten or weakened portions shall be removed and/or replaced to match as closely as possible the original patterns. All exposed wood shall be painted. (State Building Code reference, § 710)
- (4) Gutters and downspouts shall be replaced or repaired as necessary and shall be neatly located and securely installed.
- (5) Where a parking lot is constructed as part of a non-residential building or as a business itself, the parking lot, and all curbing, surfacing, sidewalks, and other parts thereof shall be maintained free of broken surfaces, holes, or other similar conditions. All non-residential parking lots so described herein shall be repaired or replaced with like material.
- (6) Where landscaping has been incorporated in the development plan of a non-residential building or where landscaping has been required by the town as part of a development plan, including parking plan, the landscaped areas shall be maintained in a manner to equal and reflect the original landscaping approved for the development plan.
- (7) Where curb cuts are abandoned due to new construction, change of access or general discontinuous use, the curb cut shall be closed and replaced with a standard sidewalk and curb and gutter arrangement.
- (8) Damage to public sidewalks or curbs and gutters located in the public right-of-way shall be repaired or replaced at no expense to the town when the damage is caused by vehicles making deliveries to the commercial premises under the control of the owner.

#### **24.10-9 DUTIES AND RESPONSIBILITIES OF OPERATOR**

(A) Ensuring Compliance.

It shall be the duty and responsibility of the operator to ensure compliance with this subchapter.

(B) Safe and Sanitary Condition of Premises.

All parts of the premises under the control of the operator shall be kept in a safe and sanitary condition consistent with the business use, and the occupant shall refrain from performing any acts which would render other parts of the premises unsafe or unsanitary, or which would obstruct any adjacent owner or operator from performing any duty required, or from maintaining the premises in a safe and sanitary condition.

(C) Elimination of Infestation.

Every operator shall be responsible for the elimination of infestation in and on the premises, subject to the operator's control.

(D) Maintenance of Plumbing Fixtures.

Every operator shall maintain all plumbing fixtures in a safe and sanitary condition.

(E) Garbage Containers.

No garbage or other solid waste shall be stored or allowed to accumulate on the premises unless contained in receptacles which are in accordance with § 50.05.

(F) Repair of Damage to Public Right-of-Way.

Damage to public sidewalks or curb and gutter located in the public right-of-way shall be repaired or replaced at no expense to the town when the damage is caused by vehicles making deliveries to the business under the control of the operator.

(G) Notifying Owner of Defects.

Where the owner would not otherwise know of a defect of any facility, utility or equipment required to be furnished hereunder and the same is found to be defective or inoperable, the operator affected thereby shall, upon learning of the defect, provide notice to the owner.

**24.10-10 ADMINISTRATION AND ENFORCEMENT**

(A) Maintenance Code Administrator.

- (1) The Planning Director or their designee shall act as the Maintenance Code Administrator. It shall be their duty and responsibility to enforce this chapter and to legally proceed against each person found in violation of the requirements of this chapter.
- (2) All inspections, regulations, and enforcement of violations of the provisions of this chapter, unless expressly stated to the contrary, shall be under the direction and supervision of the Administrator.
- (3) (All buildings and premises as set forth in this chapter are subject to inspections by the Administrator or the Administrator's designated representatives. Upon presentation of proper identification and credentials to the owner, agent, or occupant in charge of the property and/or premises, and securing the person's oral or written permission, the Administrator and/or representative may enter and make any inspections as necessary during all reasonable hours.
- (4) If permission for entry for the purpose of inspections is denied, and no emergency exists, the Administrator shall, after presentation of probable cause, procure a court order from the district court judge.
- (5) In cases of emergency where extreme hazards are known to exist which may involve potential loss of life or severe property damage, the above limitations will not apply.
- (6) Relief from personal liability. Any official, officer, employee, or authorized qualified third-party agency or individual charged with the enforcement of this code, while acting for the Town, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property because of an act required or permitted in the discharge of the official duties described herein.

(B) Board of Adjustments and Appeals.

- (1) There is hereby established a Board to be called the Board of Adjustments and Appeals.



- (2) The Board of Adjustments and Appeals shall be that authorized, established, and appointed body responsible for hearing appeals and requests for variance, created and authorized by this chapter.
- (3) The procedures, rules and processes established for the Board of Adjustment shall apply.
- (4) The duties of the Board of Adjustments and Appeals shall be to:
- (5) Consider and determine appeals whenever it is claimed that the true intent and meaning of this chapter or any of the regulations hereunder have been misconstrued or wrongly interpreted or applied by the Maintenance Code Administrator or the Administrator's representative.
- (6) Grant, in cases where the application of the requirement of this code in the allowance of the stated time for the performance of any action required hereunder would appear to cause undue hardship on an owner, reasonable extensions of time not to exceed six months from date of the notice. No subsequent appeal shall be considered where an appeal has been previously decided involving the same building or premises and the same citation unless the appellant can demonstrate to the satisfaction of the Board a change in circumstances sufficient to justify reopening the appeal.
- (7) All decisions of the Board of Adjustments and Appeals which vary the application of any provision of this chapter or modify an order of the Administrator shall specify in what manner the variance or modification is to be made, the conditions under which it may be made and the reasons therefor. Every decision shall be in writing, and a copy of all decisions shall be promptly filed in Town Hall, and it shall be open to public inspection.

(C) Appeals.

- (1) Within 10 days following receipt of a notice of violation, any person receiving the notice, believing that the literal application of this chapter will cause undue hardship or has been misconstrued, wrongly interpreted, or applied, may appeal in writing to the Board of Adjustments and Appeals for the relief as may be granted, after investigation of the grounds thereof, by way of a reasonable extension of time or a variation from strict compliance with the provisions of this chapter. The circumstances justifying the findings related to hardship are:
- (2) Inability to immediately comply due to severe financial distress.
- (3) The unavailability of services or equipment with which to comply, without fault of the applicant and/or
- (4) Other extenuating circumstances showing a good faith intention on the part of the applicant or another to comply when able to do so.
- (5) The appeal shall be on a form provided by and shall be addressed to the Planning Director or their designee, where proper forms will be prepared and forwarded to the Chairman of the Board of Adjustments and Appeals, who will set the date and time of hearing and so notify the applicant. This section shall not be construed to apply to any situation regarded by the enforcement authority as a real and immediate threat to public safety and health. Any person aggrieved by the decision of the Board may petition any court of competent jurisdiction within the county. Any appeal of this sort must be filed with the court within 15 days from the date of the Board's decision or it shall be considered abandoned.
- (6) To defray the cost of processing an appeal fee is to be set by the Board in the annual budget ordinance shall be required. All fees are payable to the town and must be paid prior to processing the appeal.

(D) Amendments.

The Town Council may from time to time amend, supplement, or change the provisions and requirements of this code. Any amendment shall be by ordinance of the Board. Initiation of any amendment may be by the Town Council, Planning Board, or by a private citizen.

(E) Violations.

- (1) Whenever the Maintenance Code Administrator or any other authorized official determines that there exists a violation of any provision of this chapter, the Administrator shall give notice of the violation to the person responsible therefor or to the person's agent or representative, and order compliance.
- (2) The notice and order shall be in writing; specify in detail the violations, together with the respective sections of this chapter being violated; setting forth 30 days within which to correct the violations; contain an outline of remedial action which, if taken, will effect compliance.
- (3) Service of the notice shall be by delivery personally to the owner or operator of the property or the person responsible; by leaving the notice at the usual place of abode or business of the owner, operator or the person's agent, or by depositing the notice in the United States post office addressed to the owner or operator or the person's agent or person responsible at the last known address with postage prepaid thereon, and certified or registered; or in the event service of the notice cannot be obtained in one of the above methods by posting and keeping posted for 24 hours a copy of the notice in a conspicuous place on the premises where the violation has occurred and published once a week for three weeks in a newspaper of general circulation in the town any information as is necessary to inform an owner, operator or person responsible of the location of the premises and the type of offense. No person shall deface or remove the notice without the consent of the Administrator.

(F) Penalty.

- (1) Any person, or any person's agent who shall violate a provision of this chapter, or after due notice shall fail to comply with orders issued by the Maintenance Code Administrator under the terms and provisions of this chapter shall be subjected to a civil penalty in the following amounts:
  1. For the first notice, a fine of \$150; and
  2. For the second notice, a fine of \$300.
- (2) The first notice citation shall be issued 1 day after the 120-day notice and order to correct the violation has expired, if not corrected. The second notice citation shall be issued 14 days after the first notice citation if the first notice citation has not been paid and the violation has not been corrected.
- (3) The Maintenance Code Administrator shall bring suit in small claims court for recovery. The Administrator shall represent the town in this matter.
- (4) Beginning on the fifth day after the issuance of the second notice, each day of any violation of this chapter shall constitute a separate violation punishable as separate violations of this chapter. Each day of violation will carry a civil penalty in the amount of \$75 per day.

**Mayor**  
Lynn Montgomery

**Interim Town Manager**  
Dave Treme

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

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**ITEM ABSTRACT:** Public Hearing on Annexation of D.R. Horton Property

**AGENDA ITEM #:** VIII-A(2)

☐

CONSENT AGENDA ITEM



ACTION ITEM

☐

INFORMATION ONLY

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**MEETING DATE:** Jan. 25, 2022

**ESTIMATED TIME FOR DISCUSSION:** 2 min.

**DEPARTMENT:** Planning

**CONTACT PERSON:** Matthew Johnson, Asst. Town Mgr.

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**SUMMARY:**

The public hearing was opened at the Nov. 16, 2021, regular meeting. As discussed at that meeting and at the Dec. 21, 2021, meeting, this matter is not yet ready for discussion. Therefore, staff respectfully requests that the Town Council continue this public hearing without further advertisement until the Feb. 15, 2022, regular meeting.

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**ATTACHMENTS:** N/A

**RECOMMENDATION/ACTION NEEDED:** Continue the public hearing until Feb. 15, 2022, without further advertisement.

**BUDGETARY IMPACT:** N/A

**SUGGESTED MOTION:** Move to continue the public hearing until Feb. 15, 2022, without further public advertisement.

**FOLLOW UP ACTION NEEDED:**

**Mayor**  
Lynn Montgomery

**Interim Town Manager**  
Dave Treme

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Public hearing for rezoning request from D.R. Horton

**AGENDA ITEM #:** VIII-B(1)

☐

CONSENT AGENDA ITEM

☒

ACTION ITEM

☐

INFORMATION ONLY

**MEETING DATE:** Jan. 25, 2022

**ESTIMATED TIME FOR DISCUSSION:** 3 min.

**DEPARTMENT:** Administration

**CONTACT PERSON:** Matthew Johnson, Asst. Town Mgr.

**SUMMARY:**

A petition for rezoning has been received and reviewed by the Planning Board. The staff recommend that the Council set a public hearing date for the January 25, 2022 regular meeting for the consideration of the rezoning of the parcels located at 2221 Guilford College Rd., 5300 Mackay Rd, 2207 Guilford College Rd, and 5303 Mackay Rd from AG (Agricultural) to PUD (Planned Unit Development) with a Development Agreement.

As staff have discussed at previous meetings, this rezoning request will also include the adoption of a Development Agreement. Discussions about the framework and content of this agreement are ongoing with the Town's legal counsel. Therefore, staff respectfully request that this item be continued until the Feb. 15, 2022, regular meeting without further advertisement.

**ATTACHMENTS:** Rezoning request

**RECOMMENDATION/ACTION NEEDED:** Continue public hearing until 2/15/22 meeting without further advertisement

**BUDGETARY IMPACT:** N/A

**SUGGESTED MOTION:** Move to continue the public hearing for the consideration of the rezoning of the parcels located at 2221 Guilford College Rd., 5300 Mackay Rd., 2207 Guilford College Rd., and 5303 Mackay Rd. until Feb. 15, 2022, regular meeting at 6pm in the Civic Center without further advertisement.



**FOLLOW UP ACTION NEEDED:**





Town of Jamestown, North Carolina  
Department of Planning

Application for Zoning Amendment

The following items must be submitted with this form before the application may be processed.  
Please bring the following items with you when submitting your application form:

1. Copy of survey plat(s) and/or deed(s) or map to the parcel(s) requested for rezoning.
2. Completed *Adjoining Property Owner(s) List* form.
3. Completed *Project Questionnaire* included on page three of the application.
4. A site plan/development plan outlining features of the proposed use of the property (if new construction is proposed). The following items should be included on the plan:
  - Title, preparer, and date of plan
  - Property lines and dimensions
  - Easements affecting the property
  - Physical features such as flood plains
  - Setbacks, dimensions, floor area, and height of all existing and proposed buildings
  - Dimensions and locations of existing and proposed roads, driveways, entrances/exits, and parking areas (please label number of parking spaces on plan)
  - Location and description of site features such as landscaping, lighting, and signage (if proposed).

Additional Notes:

- Following approval of the rezoning application, your project may require additional permits. Please contact the Planning Department to discuss permits that may be required for the construction of your project at (336) 454-1138.
- **BY SIGNING THIS FORM, YOU ARE GRANTING PERMISSION FOR MEMBERS OF THE STAFF OR ANY APPOINTED OR ELECTED BOARD THE RIGHT TO ACCESS YOUR PROPERTY, INCLUDING BUT NOT LIMITED TO THE USE OF UNMANNED AERIAL SYSTEMS TO OVERFLY YOUR PROPERTY.**
- You (or a designated representative) are strongly encouraged to attend all public hearings for your project. Failure to appear may result in the delay of the application.

Applicant Information

Applicant Name: D.R. Horton, Inc. c/o Isaacson Sheridan  
804 Green Valley Road, Suite 200 Greensboro, NC 27408  
Street Address or P.O. Box City/State/Zip Code  
336-609-5134 marc@isaacsonsheridan.com  
Home/Work Phone Number Mobile Number Email  
Is the applicant the owner of the parcel(s) to be rezoned? Yes ☒ No

Owner Information

Owner Name: D.R. Horton, Inc.  
2000 Aerial Center Parkway, Suite 110 Morrisville, NC 27560  
Street Address or P.O. Box City/State/Zip Code  
bclunnen@drhorton.com  
Home/Work Phone Number Mobile Number Email

Applicant and Owner Certification and Signature

(If Applicant and Owner are different individuals, both must sign. If Applicant and Owner are the same, please sign as Owner.)

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I, THE UNDERSIGNED, AM AN OWNER OF THE ABOVE-DESCRIBED PARCEL(S) AND CERTIFY I AM LEGALLY AUTHORIZED TO MAKE THIS APPLICATION FOR REZONING, HAVING THE PERMISSION OF ALL OTHER OWNERS (IF ANY).

Owner Signature: BEN C. LUNNEN Date: 9-27-21

NOTARY STATEMENT:

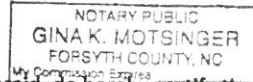
State of NORTH CAROLINA County of FORSYTH to wit: (SEAL)

GINA K. MOTSINGER a notary public in and for the state and county aforesaid, do hereby certify that  
BEN C. LUNNEN whose name(s) is (are) signed to the foregoing  
statement, personally appeared before me in my state and county and acknowledged the same.

My commission expires 12/20/23

Given under my hand this 27th Day of SEPTEMBER

Notary Signature: [Signature] Printed Name of Notary: GINA K. MOTSINGER



**Permit Information**

Owner Requests Rezoning of the Following Parcel(s):

Parcel #1: 159144 Parcel Size: 27.89 2221 Guilford College Rd, Jamestown, 27282  
Tax Map ID Acres/Square Ft Street Address

Current Parcel Zoning: AG Request to Rezone to: PUDCurrent Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused ☒

Owner Requests Rezoning of the Following Parcel(s):

Parcel #2: 159105 Parcel Size: 30.70 5300 Mackay Rd, Jamestown, 27282  
Tax Map ID Acres/Square Ft Street Address

Current Parcel Zoning: AG Request to Rezone to: PUDCurrent Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused ☒

Owner Requests Rezoning of the Following Parcel(s):

Parcel #3: 159106 Parcel Size: 384.49 2207 Guilford College Rd, Jamestown, 27282  
Tax Map ID Acres/Square Ft Street Address

Current Parcel Zoning: AG Request to Rezone to: PUDCurrent Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused ☒

**If you are requesting a Zoning Text Amendment, please provide proposed new language or uses below. Add additional sheets if necessary.**

N/A

**Adjoining Property Owner(s)**

Please list ALL property owner(s) and street address(es) of parcel(s) immediately adjoining AND directly across street(s), road(s), and highway(s) from parcel(s) requested for rezoning.

Tax Map  
Numbers

SEE ATTACHED

Adjoining Property Owner Street Address of Adjoining Property (if none, list 'Vacant')

Adjoining Property Owner Street Address of Adjoining Property (if none, list 'Vacant')

Adjoining Property Owner Street Address of Adjoining Property (if none, list 'Vacant')

Adjoining Property Owner Street Address of Adjoining Property (if none, list 'Vacant')

Adjoining Property Owner Street Address of Adjoining Property (if none, list 'Vacant')

| Permit Information  |   |              |                 |                                     |                 |
|---|---|--------------|-----------------|-------------------------------------|-----------------|
| Owner Requests Rezoning of the Following Parcel(s):   |   |              |                 |                                     |                 |
| Parcel #1:  | 158765  | Parcel Size: | 0.6             | 5303 Mackay Rd, Jamestown, NC 27282 |                 |
|   | Tax Map ID  |              | Acres/Square Ft | Street Address                      |                 |
| Current Parcel Zoning:  | AG  |              |                 | Request to Rezone to:               | PUD             |
| Current Parcel Use:   | Agricultural  | Commercial   | Industrial      | Residential                         | Vacant/Unused X |
| Owner Requests Rezoning of the Following Parcel(s):   |   |              |                 |                                     |                 |
| Parcel #2:  |   | Parcel Size: |                 |                                     |                 |
|   | Tax Map ID  |              | Acres/Square Ft | Street Address                      |                 |
| Current Parcel Zoning:  |   |              |                 | Request to Rezone to:               |                 |
| Current Parcel Use:   | Agricultural  | Commercial   | Industrial      | Residential                         | Vacant/Unused   |
| Owner Requests Rezoning of the Following Parcel(s):   |   |              |                 |                                     |                 |
| Parcel #3:  |   | Parcel Size: |                 |                                     |                 |
|   | Tax Map ID  |              | Acres/Square Ft | Street Address                      |                 |
| Current Parcel Zoning:  |   |              |                 | Request to Rezone to:               |                 |
| Current Parcel Use:   | Agricultural  | Commercial   | Industrial      | Residential                         | Vacant/Unused   |
| If you are requesting a Zoning Text Amendment, please provide proposed new language or uses below. Add additional sheets if necessary.  |   |              |                 |                                     |                 |
| N/A   |   |              |                 |                                     |                 |
| Adjoining Property Owner(s)   |   |              |                 |                                     |                 |
| Please list ALL property owner(s) and street address(es) of parcel(s) immediately adjoining AND directly across street(s), road(s), and highway(s) from parcel(s) requested for rezoning. |   |              |                 |                                     | Tax Map Numbers |
| See attached.   |   |              |                 |                                     |                 |
| Adjoining Property Owner  | Street Address of Adjoining Property (if none, list 'Vacant') |              |                 |                                     |                 |
| Adjoining Property Owner  | Street Address of Adjoining Property (if none, list 'Vacant') |              |                 |                                     |                 |
| Adjoining Property Owner  | Street Address of Adjoining Property (if none, list 'Vacant') |              |                 |                                     |                 |
| Adjoining Property Owner  | Street Address of Adjoining Property (if none, list 'Vacant') |              |                 |                                     |                 |
| Adjoining Property Owner  | Street Address of Adjoining Property (if none, list 'Vacant') |              |                 |                                     |                 |



**Project Questionnaire**

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

**Why are you requesting this rezoning?** This rezoning request is being made to develop a high quality, master planned community. The proposed plan includes numerous housing types, site features and uses not permitted in the Agricultural (AG) district.

**Please provide a description of the site before and after development (if construction is proposed).**  
At this time, the site is mostly undeveloped with three existing single family homes and associated outbuildings. The proposed community would consist of primarily residential uses with supporting non-residential uses, both public and private. Please see submittal package.

**Please describe the operation proposed including number of employees and hours of operation, if applicable.**  
The proposed development is primarily residential. The scope of operations for potential commercial or non-residential uses has not yet been determined.

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

All adjoining uses are residential with the exception of one adjoining institutional use, GTCC, and one business use, pet cemetery. Impact will be minimal due to natural and man-made buffers.

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

The potential roadway impacts were analyzed in the submitted Traffic Impact Analysis associated with this request. The Town has determined it has capacity to provide necessary water and wastewater. Impacts to schools will be gradual due to the projected build out of this project giving Guilford County Schools time to plan and additional tax revenue to accommodate for growth.

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

Yes, all new access points to existing roadway networks will require NCDOT driveway permits. Additionally, stream and wetland crossings or impact will require permits from NCDEQ and/or the Corps of Engineers.

**For Town Use Only**

Date Application Received: 10/4/21 *Am C. Hanyard*

Town of Jamestown, North Carolina

301 E. Main St.

Jamestown, NC 27282

(336) 454-1138





## Town of Jamestown, North Carolina Department of Planning

## Rezoning Permit Process Guide

### Frequently Asked Questions

**What is a rezoning?** A rezoning is required if the proposed use of your property is not permitted by right or with a Special Use Permit.

**What is the process?** Applicants submit an application for rezoning to the Planning Department by the second Monday of the month to meet the deadline for the following month's Planning Board meeting. Applications are then considered at a public hearing before the Planning Board which makes a recommendation for consideration by the Town Council.

**How long does the process take?** The process *typically* takes 2 to 3 months to complete from beginning to end. This time frame can vary if an application requires additional time for review by the Planning Board or Town Council.

**What happens during a public hearing?** All rezoning applications require two public hearings, one by the Planning Board and one by the Town Council. The NC General Statutes requires that a notice of public hearing be placed in the newspaper. Generally, all property owners within a 500 ft. radius of your property will receive a notice of the date, time and nature of the public hearing and are invited to attend to make public comments.

**What can I expect during the meetings?** At the time of your public hearing, the meeting chairperson will introduce the item by reading the case summary from the meeting agenda. The Chair will then ask town staff to provide a summary of the application. The applicant and those attendees in support and opposed to the project are then invited to speak.

#### **Why is it important for the applicant to attend both public hearings?**

During the public hearing, you (or your representative) will have the opportunity to present your project and respond to questions from Planning Board members and Interested parties in the audience.

### Typical Timeline

**Step 1.** Meet with town staff to discuss your proposed project. Staff members can assist you with the application and answer any questions you may have about the rezoning process.

**Step 2.** Applications are always due on the second Monday of the month. A non-refundable application fee is due upon submittal.

**Step 3.** Your application is reviewed by town staff for completeness. Applicants are notified if there are any deficiencies.

**Step 4.** Complete applications are advertised for public hearing.

**Step 5.** The Planning Board meeting is held on the 2<sup>nd</sup> Monday of every month.

**Step 6.** The Town Council public hearing is scheduled, generally, for the 3<sup>rd</sup> Tuesday in the following month.

**Step 7.** Approved applications may proceed with the building permit application process.

### Contact Information

**You may find the following numbers helpful during your application process:**

|  |              |
|--|--------------|
| Planning Department                    | 336-454-1138 |
| Town Manager                           | 336-454-1138 |
| Public Services Department             | 336-454-1138 |
| Guilford County Health Department      | 336-641-7777 |
| NC Department of Transportation        | 336-487-0000 |
| NC Department of Environmental Quality | 336-641-3334 |
| NC Department of Motor Vehicles        | 336-884-1003 |
| NorthState Telecom                     | 336-886-3600 |
| Duke Energy                            | 800-777-9898 |
| Piedmont Natural Gas                   | 800-752-7504 |
| Time Warner Cable                      | 800-892-4357 |
| Utility Location Services              | 811          |

### Planning Board Members

|                    |              |
|--------------------|--------------|
| Eddie Oakley       | 336-454-1552 |
| Ed Stafford        | 336-669-5106 |
| Sarah Glanville    | 336-209-1712 |
| Dennis Sholl       | 336-454-5902 |
| Russ Walker, Jr.   | 336-454-4405 |
| Richard Newbill**  | 336-688-2134 |
| Steve Monroe**     | 336-454-2881 |
| Robert Lichauer**  | 336-880-3038 |
| Sherrie Richmond** | 336-491-8983 |

\*\*Denotes ETJ member

TOWN OF JAMESTOWN, NC  
CASH RECEIPT

Printed 08:57:47 - 10/04/21

**Batch:22984**  
**Transaction:29**

Reference Number: ZONING REQUEST  
Name: DR HORTON  
Address: 2000 AERIAL CENTER PARKWAY  
[MORRISVILLE NC 27560]

**Item(s) Description:**

|                        |         |
|------------------------|---------|
| PLANNING & DEVELOPMENT | 1500.00 |
| FEE-GENERAL            |         |
| CREDIT CARD FEE        | 45.00   |

Check #

**Cash Paid**

**Credit Paid**

**Less Change Given**

**1545.00**

( )

**TOTAL:**

**1545.00**

**Comments:**

zoning request

**Survey Description: Parcel A**

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;

2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;

2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 2 of Deed Book 6655, Page 621; thence continuing along said eastern right-of-way line of Guilford College Road, the following thirteen (13) courses:

- 1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;
- 3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;
- 4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;
- 5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;
- 6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;
- 7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;
- 8) North 04° 56' 17" East 594.17 feet to a Disk Found;
- 9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;
- 10) along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;
- 11) North 28° 59' 59" East 145.62 feet to a Disk Found;
- 12) North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;
- 13) North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence crossing Mackay Road, North 11° 07' 42" East 94.20 feet to the True Point of Beginning being a Disk Found at the intersection at the northern right-of-way line of Mackay Road and the eastern right-of-way line of Guilford College Road; thence along said eastern right-of-way line of Guilford College Road, the following three (3) courses:
  - 1) North 04° 40' 46" West 33.01 feet to a 1/2 Inch Iron Pipe Set;
  - 2) North 33° 57' 12" East 109.13 feet to a Disk Found;
  - 3) North 33° 19' 46" East 50.70 feet to a 1 Inch Iron Pipe Set at the Northwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 3 of Deed Book 6655, Page 621; thence along the northern property line of said Tract 3 of Deed Book 6655, Page 621, South 85° 37' 47" East 715.14 feet to a 1/2 Inch Iron Pipe Set at the western property line of the Jordan Creek Townhomes as shown on Deed Book 7794, Page 812, Deed Book 7562, Page 2780, and Deed Book 777, Page 1762, Plat Book 184, Page 79; thence along said western property line of the Jordan Creek Townhomes, South 04° 42' 07" West 438.75



feet to a 1/2 Inch Iron Pipe Set at said northern right-of-way line of Mackay Road; thence along said northern right-of-way line of Mackay Road, the following seven (7) courses:

- 1) North 77° 42' 15" West 13.49 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 82° 35' 52" West 103.56 feet to a 1/2 Inch Iron Pipe Set;
- 3) North 83° 23' 22" West 153.14 feet to a 1/2 Inch Iron Pipe Set;
- 4) along a curve to the right having a radius of 623.36 feet with a chord bearing and distance of North 67° 48' 28" West 327.83 feet to a Disk Found;
- 5) North 40° 56' 32" West 94.76 feet to a Disk Found;
- 6) North 48° 56' 48" West 63.68 feet to a Disk Found;
- 7) North 56° 02' 43" West 98.31 feet to the True Point of Beginning, containing 6.491 acres.

**Survey Description: Parcel B**

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

- 1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;
- 2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;

2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North 01° 40' 29" East 29.54 feet to the True Point of Beginning being a 1/2 Inch Iron Pipe Set; thence continuing along said eastern right-of-way line of Guilford College Road, the following twelve (12) courses:

1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;

2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;

3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;

4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;

5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;

6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;

7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;

8) North 04° 56' 17" East 594.17 feet to a Disk Found;

9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.63 feet to a Disk Found;

10) along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;

11) North 28° 59' 59" East 145.62 feet to a Disk Found;

12) North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;

13) North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence along said southern right-of-way line of Mackay Road the following six (6) courses:

- 1) along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of North 60° 45' 13" West 67.13 feet to a 1/2 Inch Iron Pipe Set;
- 2) South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;
- 3) South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;
- 4) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;
- 5) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;
- 6) South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the northwestern corner of now or formerly, Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence along the western property lines of said Kathleen R. Johnson, the following three (3) courses:
  - 1) South 03° 21' 44" West 2,008.41 feet to a 1/2 Inch Iron Pipe Set;
  - 2) South 43° 19' 08" East 395.97 feet to a 1/2 Inch Iron Pipe Set;
  - 3) South 66° 52' 20" East 290.22 feet to a point at the northeastern corner of said William Pearce Johnson, III and wife, Bebe Buice Johnson; thence along the northern property line of said William Pearce Johnson, III and wife, Bebe Buice Johnson, South 84° 38' 28" West 1,481.47 feet to the True Point of Beginning, containing 56.650 Acres.

**Survey Description: Parcel C**

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence

along said northern right-of-way line of Guilford College Road, the following three (3) courses:

1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;

2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;

2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;

3) North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 2 of Deed Book 6655, Page 621; thence continuing along said eastern right-of-way line of Guilford College Road, the following thirteen (13) courses:

1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;

2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;

3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;

4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;

5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;

6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;

7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;

8) North 04° 56' 17" East 594.17 feet to a Disk Found;

9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;



10) along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;

11) North 28° 59' 59" East 145.62 feet to a Disk Found;

12) North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;

13) North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence along said southern right-of-way line of Mackay Road the following six (6) courses:

1) along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;

2) South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;

3) South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;

4) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;

5) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;

6) South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the True Point of Beginning; thence continuing along said southern right-of-way line of Mackay Road, the following five (5) courses:

1) South 82° 35' 52" East 99.01 feet to a 1/2 Inch Iron Pipe Set;

2) South 76° 12' 46" East 95.93 feet to a 1/2 Inch Iron Pipe Set;

3) South 67° 28' 23" East 93.08 feet to a 1/2 Inch Iron Pipe Set;

4) South 58° 54' 46" East 97.47 feet to a 1/2 Inch Iron Pipe Set;

5) South 53° 14' 19" East 69.66 feet to a 1-1/4 Inch Iron Pipe Found at the northwestern corner of now or formerly TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81; thence along the western property line of said TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81, South 34° 09' 44" East 350.69 feet to a 1 Inch Iron Pipe Found at a western corner of said Tract 1 of Deed Book 6655, Page 621; thence along the western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two (2) courses:

1) South 03° 53' 05" West 1,760.25 feet to a 1/2 Inch Iron Pipe Set;

2) South 20° 25' 54" West 210.60 feet to a point at the northeastern corner of said Tract 2 of Deed Book 6655, Page 621; thence along the eastern property lines of said Tract 2 of Deed Book 6655, Page 621, the following three (3) courses:

- 1) North 66° 52' 20" West 290.22 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 43° 19' 08" West 395.97 feet to a 1/2 Inch Iron Pipe Set;
- 3) North 03° 21' 44" East 2,008.41 feet to the True Point of Beginning, containing 30.698 Acres.

**Survey Description: Parcel D**

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

- 1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;
- 2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;
- 3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry;

thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

- 1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;
- 2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;
- 3) North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 2 of Deed Book 6655, Page 621; thence continuing along said eastern right-of-way line of Guilford College Road, the following thirteen (13) courses:

- 1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;
- 3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;
- 4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;
- 5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;
- 6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;
- 7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;
- 8) North 04° 56' 17" East 594.17 feet to a Disk Found;
- 9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;
- 10) along the arc of a curve to the right having a radius of 1,099.08 feet with a chord bearing and distance of North 15° 38' 21" East 190.50 feet to a 1/2 Inch Iron Pipe Set;
- 11) North 28° 59' 59" East 145.62 feet to a Disk Found;
- 12) North 32° 31' 09" East 56.86 feet to a 1/2 Inch Iron Pipe Set;
- 13) North 61° 13' 54" East 86.01 feet to a 1/2 Inch Iron Pipe Set at the intersection of said eastern right-of-way line of Guilford College Road and the southern right-of-way line of Mackay Road; thence along said southern right-of-way line of Mackay Road, the following six (6) courses:

- 1) along the arc of a curve to the right having a radius of 164.04 feet with a chord bearing and distance of South 60° 45' 13" East 67.13 feet to a 1/2 Inch Iron Pipe Set;
- 2) South 48° 56' 48" East 103.06 feet to a 1/2 Inch Iron Pipe Set;

3) South 53° 58' 19" East 120.70 feet to a 1/2 Inch Iron Pipe Set;  
4) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 68° 16' 02" East 221.97 feet to a Disk Found;  
5) along the arc of a curve to the left having a radius of 688.98 feet with a chord bearing and distance of South 79° 05' 07" East 37.23 feet to a 1/2 Inch Iron Pipe Set;  
6) South 84° 53' 54" East 183.05 feet to a 1/2 Inch Iron Pipe Set at the northeastern corner of now or formerly, Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence continuing along said southern right-of-way line of Mackay Road, the following five (5) courses:

1) South 82° 35' 52" East 99.01 feet to a 1/2 Inch Iron Pipe Set;  
2) South 76° 12' 46" East 95.93 feet to a 1/2 Inch Iron Pipe Set;  
3) South 67° 28' 23" East 93.08 feet to a 1/2 Inch Iron Pipe Set;  
4) South 58° 54' 46" East 97.47 feet to a 1/2 Inch Iron Pipe Set;  
5) South 53° 14' 19" East 69.66 feet to a 1-1/4 Inch Iron Pipe Found being the True Point of Beginning, thence continuing along said southern right-of-way line of Mackay Road the following three (3) courses:

1) South 50° 29' 40" East 164.36 feet to a 1/2 Inch Iron Pipe Set;  
2) South 50° 25' 53" East 20.16 feet to a 1/2 Inch Iron Pipe Set;  
3) along a curve to the left having a radius of 960.00 feet with a chord bearing and distance of South 58° 15' 18" East 261.36 feet to a 1/2 Inch Iron Pipe Set (a #4 Rebar Found North 50° 26' 59" West 3.47 feet off corner) at a northwestern corner of said Tract 1 of Deed Book 6655, Page 621; thence along the western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two (2) courses:

1) South 04° 02' 43" West 36.56 feet to a Stone Found (a 1-1/4 Inch Iron Pipe Found North 11° 08' 06" East 0.19 feet from said Stone Found);  
2) North 89° 35' 04" West 165.11 feet to a 1 Inch Iron Pipe Found at an eastern corner of said Kathleen R. Johnson; thence along the eastern property line of said Kathleen R. Johnson, North 34° 09' 44" West 350.69 feet to the True Point of Beginning, containing 0.597 acres.

**Survey Description: Parcel E**



Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds, also being a 1 Inch Iron Pipe Set at the southeastern corner of now or formerly TTM Family Limited Partnership, recorded as Tract 1 of Deed Book 6655, Page 621; thence along said northern right-of-way line of Guilford College Road, the following three (3) courses:

- 1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;
- 2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;
- 3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to the True Point of Beginning being a 1 Inch Iron Pipe Set; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:
  - 1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 18° 04' 00" West 429.54 feet to a Disk Found;
  - 2) North 11° 22' 57" West 172.26 feet to a 1/2 Inch Iron Pipe Set;
  - 3) North 01° 40' 29" East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnerships, recorded as Tract 2 of Deed Book 6655, Page 621; thence along the southern property line of said Tract 2 of Deed Book 6655, Page 621, North 84° 38' 28" West 1481.47 feet to a point at a western corner of said Tract 1 of Deed Book 6655, Page 621, thence along western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two (2) courses:
    - 1) South 03° 53' 05" West 1186.00 feet to a 1 Inch Iron Pipe Set;

2) North 70° 22' 04" West 1,304.11 feet to the True Point of Beginning, containing 27.956 acres.

**Survey Description: Parcel F**

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 69° 27' 16" East 102.69 feet to the True Point of Beginning being a 1 Inch Iron Pipe Set at the northern right-of-way line of said Guilford College Road; also being a 1 Inch Iron Pipe Set at the northwestern corner of now or formerly, The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797 in the Guilford County Register of Deeds; thence along said northern right-of-way line of said Guilford College Road, the following three (3) courses:

1) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;

2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North 53° 31' 20" West 220.50 feet to a Disk Found;

3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North 40° 24' 41" West 269.01 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife, Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162 in the Guilford County Registry; thence along the southern and eastern property line of said Johnson, the following two (2) courses:

1) North 70° 22' 04" West 1304.11 feet to a 1 Inch Iron Pipe Set;

2) South 03° 53' 05" West 1186.00 feet to a point at the southwestern corner of now or formerly TTM Family Limited Partnership, a North Carolina Limited Partnership recorded as Tract 2 in Deed Book 6655, Page 621 and the southern most corner of now or formerly Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence along the eastern property lines of said Kathleen R. Johnson the following Two (2) courses:

1) South 20° 25' 54" West 210.60 feet to a 1/2 Inch Iron Pipe Set;  
2) South 03° 53' 05" West 1,760.25 feet to a 1 Inch Iron Pipe Found at the southwestern corner of now or formerly, TTM Family Limited Partnership, A North Carolina Limited Partnership as recorded in Deed Book 8000, Page 81; thence along the southern and eastern property lines of said TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81, the following Two (2) courses:

1) North 89° 35' 04" West 165.11 feet to a Stone Found (a 1-1/4 Inch Iron Pipe Found North 11° 08' 06" West 0.19 feet from said Stone Found);

2) South 04° 02' 43" West 36.56 feet to a 1/2 Inch Iron Pipe Set at the southern right-of-way line of Mackay Road (S.R. 1549) (a #4 Rebar Found North 50° 26' 59" West 3.47 feet off corner); thence along said southern right-of-way line of Mackay Road, the following fourteen (14) courses:

1) South 67° 45' 40" East 91.38 feet to a 1 Inch Iron Pipe Set;

2) South 68° 32' 44" East 481.35 feet to a 1/2 Inch Iron Pipe Set;

3) South 68° 56' 50" East 100.00 feet to a 1/2 Inch Iron Pipe Set;

4) South 70° 44' 04" East 101.26 feet to a 1/2 Inch Iron Pipe Set;

5) South 73° 06' 37" East 101.15 feet to a 1/2 Inch Iron Pipe Set;

6) South 74° 53' 45" East 102.01 feet to a 1/2 Inch Iron Pipe Set;

7) South 75° 06' 11" East 98.89 feet to a 1/2 Inch Iron Pipe Set;

8) South 75° 41' 01" East 100.11 feet to a 1/2 Inch Iron Pipe Set;

9) South 78° 17' 04" East 102.61 feet to a 1 Inch Iron Pipe Set;

10) South 83° 08' 38" East 101.00 feet to a 1/2 Inch Iron Pipe Set;

11) South 86° 56' 13" East 102.59 feet to a 1/2 Inch Iron Pipe Set;

12) North 89° 31' 17" East 96.75 feet to a 1 Inch Iron Pipe Set;

13) South 01° 50' 08" East 20.00 feet to a Disk Found;

14) North 86° 56' 39" East 369.69 feet to a 1 Inch Iron Pipe Set at the western corner of now or formerly TTM Family Limited Partnership, A North Carolina Limited Partnership as recorded in Deed Book 8000, Page 81 and as Lot 2 of Plat Book 169; thence along the southern property line of said TTM Family Limited Partnership as recorded in Deed Book 8000, Page 81; thence South 88° 12' 35" East 568.60 feet to a Bent 3/4 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument at the southwestern corner of now or

formerly Adams Farm Community Association, Inc. as recorded in Deed Book 3719, Page 120 and as Common Area of Plat Book 91, Page 46; thence along the southwestern property lines of said Common Area of Plat Book 91, Page 46, the following two (2) courses:

1) South 86° 25' 45" East 71.44 feet to a Concrete Monument Found (a Bent 3/4 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument Found South 57° 59' 26" East 1.24 feet off-corner);

2) South 40° 37' 46" West 142.92 feet to a 3/4 Inch Iron Pipe Found at the northwestern corner of now or formerly Adams Farm Community Association, Inc. as recorded in Deed Book 4279, Page 2162 and as Common Area of Plat Book 110, Page 72; thence along the southwestern property lines of the Common Area of Plat 110, Page 72, the following five (5) courses:

1) South 05° 15' 09" East 70.09 feet to a 3/4 Inch Iron Pipe Found;

2) South 63° 42' 09" East 153.49 feet to a 1 Inch Iron Pipe Found;

3) South 19° 33' 51" West 193.54 feet to a 3/4 Inch Iron Pipe Found;

4) South 09° 53' 29" East 133.70 feet to a 1 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument;

5) South 86° 31' 30" East 51.80 feet to a 1/2 Inch Iron Pipe Found at the northwestern corner of now or formerly Lynne F. Garrison as recorded in Deed Book 5779, Page 3039 and Deed Book 4061, Page 2031; thence along the western property lines of said Lynne F. Garrison, the following three (3) courses:

1) South 03° 52' 32" West 961.09 feet to a 1 Inch Iron Pipe Found (1 foot tall);

2) North 79° 18' 01" East 126.57 feet to a Stone Found with a P-K Nail;

3) South 04° 48' 10" West 887.66 feet to a 3/4 Pinch Top Inch Iron Pipe Found at an area Dedicated to the Public, Town of Jamestown and Guilford County as Drainage Way and Open Space as recorded per Plat Book 123, Page 12; thence along said Drainage Way and Open Space, South 04° 50' 16" West 360.51 feet to a 1/2 Inch Iron Pipe Set at the northwestern corner of an area Dedicated to the Public, Town of Jamestown and Guilford County as Drainage Way and Open Space as recorded per Plat Book 123, Page 12; thence along the western property lines of said Drainage Way and Open Space and Common Area and Drainage, Maintenance and Utility Easements per Plat Book 127, Page 69, South 04° 50' 04" West 650.65 feet to a 1/2 Inch Iron Pipe Found at the northwestern corner of Lot



277 of Plat Book 127, Page 71; thence along the western property lines of Lots 277, 278, 279, 280, 281, and 282, South 04° 51' 26" West 516.81 feet (crossing a 1/2 Inch Iron Pipe Found at 14.99 feet, 191.96 feet, 346.81 feet) to a 1 Inch Iron Pipe Set (a 1/2 Inch Iron Pipe Found North 68° 14' 19" East 0.36 feet off corner) at the northern right-of-way of Hund Case Drive; also being at a northern corner of now or formerly St. Francis Pet Funeral Service and Cemetery, Inc. as recorded in Deed Book 5795, Page 2488 and as Tract 1 of Plat Book 148, Page 16; thence along the western property lines of said St. Francis Pet Funeral Service and Cemetery, Inc., the following five (5) courses:

- 1) North 85° 48' 50" West 49.64 feet to a 1/2 Inch Iron Pipe Set;
- 2) South 04° 48' 46" West 196.41 feet to a 1 Inch Iron Pipe Set;
- 3) South 04° 12' 51" West 45.48 feet to a #4 Rebar Found;
- 4) South 86° 03' 30" East 50.17 feet to a Bent #4 Rebar Found;
- 5) South 03° 50' 13" West 425.31 feet to a Bent 1" Iron Pipe Found at the northeastern corner of now or formerly The Trustees of Guilford County Technical Community College as recorded in Deed Book 5988, Page 1797; thence along the northern property line of said The Trustees of Guilford County Technical Community College, North 88° 06' 09" West 892.83 feet to the True Point of Beginning, containing 287.789 acres.

**Survey Description: Parcel G**

**Intentionally Omitted.**

**Survey Description: Parcel H**

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 76° 39' 57" West 525.16 feet to a Disk Found at the intersection of the southern right-of-way line of Guilford College Road and the western right-of-way line of

Jamestown Square Drive; thence along said western right-of-way line of Jamestown Square Drive, South  $34^{\circ} 16' 11''$  West 76.88 feet to a 1" Iron Pipe Set at the northeastern corner of now or formerly The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797; thence along the northern property line of said The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797, North  $88^{\circ} 06' 09''$  West 159.26 feet to a 1" Iron Pipe Found with a Cap and Tack at the northeastern corner of now or formerly The Trustees of Guilford Technical Community College as recorded in Deed Book 7116, Page 540 and Plat Book 171, Page 76; thence along the northern and western property lines of said The Trustees of Guilford Technical Community College as recorded in Deed Book 7116, Page 540 and Plat Book 171, Page 76, the following four (4) courses:

- 1) North  $88^{\circ} 06' 09''$  West 402.15 feet to a 1 Inch Iron Pipe Found;
- 2) South  $03^{\circ} 26' 52''$  West 470.18 feet (crossing a 1 Inch Iron Pipe Found at 464.85 feet) to a 1 Inch Iron Pipe Found;
- 3) North  $85^{\circ} 45' 21''$  West 626.89 feet to a 1 Inch Iron Pipe Found with a Tack,
- 4) South  $03^{\circ} 26' 54''$  West 396.13 feet to a 1 Inch Iron Pipe Found at the northeastern corner of now or formerly Davis Family Enterprises, LTD as recorded in Deed Book 6123, Page 2187; thence along the northern property line of said Davis Family Enterprises, LTD, North  $86^{\circ} 54' 19''$  West 672.75 feet (Crossing a 1 Inch Iron Pipe Found at 174.15 feet and at 583.73 feet) to a point at the southwestern corner of now or formerly Town of Jamestown as recorded in Plat Book 124, Page 27; thence along said eastern property lines of said Town of Jamestown as recorded in Plat Book 124, Page 27, the following three (3) courses:

- 1) North  $09^{\circ} 47' 15''$  West 105.39 feet to a point;
- 2) North  $18^{\circ} 29' 10''$  East 355.33 feet to a point;
- 3) North  $46^{\circ} 14' 35''$  East 94.68 feet to a point at the southeastern corner of now or formerly Town of Jamestown as recorded in Plat Book 128, Page 115; thence along said eastern and northern property lines of said Town of Jamestown as recorded in Plat Book 128, Page 115, the following six (6) courses:

- 1) North  $46^{\circ} 14' 35''$  East 58.09 feet to a point;
- 2) North  $65^{\circ} 32' 45''$  East 141.11 feet to a point;

- 3) North  $51^{\circ} 15' 00''$  East 289.95 feet to a point;
- 4) North  $40^{\circ} 53' 50''$  East 274.42 feet to a point;
- 5) North  $41^{\circ} 49' 30''$  East 204.09 feet to a point;
- 6) North  $56^{\circ} 29' 30''$  West 273.90 feet (crossing a 1 Inch Iron Pipe Set at 50.00 feet) to a 1 Inch Iron Pipe Set at the northeastern corner of now or formerly Johnson / Liberty LLC as recorded in Deed Book 433, Page 992 and Plat Book 128, Page 115, said 1 Inch Iron Pipe Set being North  $34^{\circ} 32' 15''$  East 4.52 feet from a Disturbed Stone Found; thence along the northern property lines of said Johnson / Liberty LLC and Lots 124, 125, 126, 129 and 130 of said Plat Book 128, Page 115 and Lots 119 and 120 of Plat Book 128, Page 114, North  $56^{\circ} 29' 30''$  West 1,266.64 feet (crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 130 at 559.84 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 129 at 660.76 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 126 at 761.68 feet, a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 125 at 904.52 feet, and a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 119 at 1,131.47 feet) to a 1 Inch Iron Pipe Found at a northern corner of said Lot 119; thence along the northern property lines of said Lot 119 and Lots 107, 108, 109, 110, 111, 112, 113, 114, 115 and 118 of said Plat Book 128, Page 114, the following seven (7) courses:
  - 1) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North  $50^{\circ} 48' 07''$  West 131.44 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 118;
  - 2) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North  $46^{\circ} 46' 02''$  West 75.55 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 115;
  - 3) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North  $43^{\circ} 10' 22''$  West 108.87 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 114;
  - 4) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North  $38^{\circ} 59' 15''$  West 105.83 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 113;

5) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North 34° 08' 56" West 142.37 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 112;

6) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North 30° 47' 22" West 29.96 feet to a 1 Inch Iron Pipe Found at a northern corner of Lot 112;

7) South 56° 29' 24" East 694.88 feet (crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 111 at 112.46 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 110 at 245.58 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 109 at 345.79 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 108 at 446.00 feet, crossing a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 107 at 574.80 feet, and crossing a 1 Inch Iron Pipe Found at the northwestern corner of said Lot 107 at 682.81) to a 1 Inch Iron Pipe Found at the eastern right-of-way line of College Road; thence along said eastern right-of-way line of College Road, the following seven (7) courses:

- 1) North 39° 34' 26" East 96.59 feet to a 1 Inch Iron Pipe Set;
- 2) South 50° 25' 34" East 20.34 feet to a 1 Inch Iron Pipe Set;
- 3) North 39° 34' 26" East 81.85 feet to a Disk Found;
- 4) along the arc of a curve to the right having a radius of 705.38 feet with a chord bearing and distance of North 42° 11' 28" East 190.32 feet to a Disk Found;
- 5) North 50° 04' 29" East 68.80 feet to a Disk Found;
- 6) South 70° 32' 19" East 15.03 feet to a Disk Found;
- 7) North 3° 12' 42" East 51.39 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162; thence along the southern property line of said William Pearce Johnson, III and wife Bebe Buice Johnson, South 70° 22' 04" East 192.10 feet to 1 Inch Iron Pipe Set at the southern right-of-way line of said Guilford College Road; thence along said southern right-of-way line of said Guilford College Road, the following seven (7) courses:

- 1) along the arc of a curve to the left having a radius of 1,066.27 feet with a chord bearing and distance of South 35° 25' 24" East 501.63 feet to a Disk Found;



- 2) along the arc of curve to the left having a radius of 1,704.09 feet with a chord bearing and distance of South 53° 26' 25" East 239.08 feet to a Disk Found;
- 3) South 55° 42' 46" East 1,830.25 feet (crossing a Disk Found at 242.81 feet) to a Disk Found;
- 4) South 34° 17' 14" West 119.94 feet to a Disk Found;
- 5) South 56° 23' 52" East 805.99 feet to a 1 Inch Iron Pipe Set Found;
- 6) South 56° 23' 39" East 218.84 feet to the True Point of Beginning, containing 55.770 acres.

**Survey Description: Parcel J**

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North 76° 39' 57" West 525.16 feet to a Disk Found at the intersection of the southern right-of-way line of Guilford College Road and the western right-of-way line of Jamestown Square Drive; thence along said southern right-of-way line of Guilford College Road and the northern property line of now or formerly TTM Family Limited Partnership, a North Carolina Limited Partnership as recorded in Deed Book 6655, Page 621, Tract 2, the following six (6) courses:

- 1) North 56°23'39" West 218.84 feet to a 1 Inch Iron Pipe Set;
- 2) North 56° 23' 52" West 805.99 feet to a Disk Found;
- 3) North 34° 17' 14" East 119.94 feet to a Disk Found;
- 4) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 1,476.38 feet and 2,405.77 feet) to a Disk Found;
- 5) along the arc of a curve to the right having a radius of 1,704.09 feet with a chord bearing and distance of North 53° 26' 25" West 239.08 feet to a Disk Found;
- 6) along the arc of a curve to the right having a radius of 1,066.27 feet with a chord bearing and distance of North 35° 25' 25" West 501.63 feet to the True Point of Beginning; thence along a northern property line of said TTM Family Limited Partnership, North 70° 22' 04"

West 192.10 feet to a 1 Inch Iron Pipe Set in the eastern right-of-way line of Guilford Road; thence along said eastern right-of-way line of Guilford Road, North  $73^{\circ} 12' 42''$  East 150.70 feet to a Disk Found at the intersection of said eastern right-of-way line of Guilford Road and said southern right-of-way line of Guilford College Road, thence along said southern right-of-way line of Guilford College Road, a curve to the left having a radius of 1,066.27 feet with a chord bearing and distance of South  $18^{\circ} 43' 07''$  East 115.33 feet to the True Point of Beginning, containing 0.197 Acres.

**Survey Description: Parcel K**

Lying and being in the Town of Jamestown, Jamestown Township, Guilford County, North Carolina, and more particularly described as follows:

Commencing at a P-K Nail Set in the Right-of-Way of Guilford College Road, having NC Grid NAD83(2011) coordinates of Northing, 822,142.29 feet, Easting, 1,728,979.85 feet; thence North  $76^{\circ} 39' 57''$  West 525.16 feet to a Disk Found at the intersection of the southern right-of-way line of Guilford College Road and the western right-of-way line of Jamestown Square Drive; thence along said western right-of-way line of Jamestown Square Drive, South  $34^{\circ} 16' 11''$  West 76.88 feet to a 1" Iron Pipe Set at the northeastern corner of now or formerly The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797; thence crossing Jamestown Square Drive, South  $88^{\circ} 06' 09''$  East 116.54 feet to a 1 Inch Iron Pipe Found at the eastern right-of-way line of Jamestown Square Drive, said 1 Inch Iron Pipe Found being the True Point of Beginning; thence along said eastern right-of-way line of Jamestown Square Drive, North  $34^{\circ} 16' 11''$  East 15.62 feet to a Disk Found at the intersection of said eastern right-of-way line of Jamestown Square Drive and said southern right-of-way line of Guilford College Road; thence along said southern right-of-way line of Guilford College Road, South  $56^{\circ} 23' 39''$  East 25.10 feet to a 1 Inch Iron Pipe Set at a northern corner of said The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797; thence along a northern property line of said The Trustees of Guilford Technical Community College as recorded in Deed Book 5988, Page 1797, North  $88^{\circ} 06' 09''$  West 29.72 feet to the True Point of Beginning, containing 0.005 acres or 196 square feet.



ACCESS POINTS TO BE DETERMINED BY NCDOT

# **PROJECT JAMESTOWN** Preliminary Schematic Plan - September 29, 2021



**Mayor**  
Lynn Montgomery

**Interim Town Manager**  
Dave Treme

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Public Hearing for consideration of Development Agreement

**AGENDA ITEM #:** VIII-B(2)



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

**MEETING DATE:** Jan. 25, 2022

**ESTIMATED TIME FOR DISCUSSION:** 3 min.

**DEPARTMENT:** Administration

**CONTACT PERSON:** Matthew Johnson, Asst. Town Mgr.

**SUMMARY:**

A petition for rezoning has been received and reviewed by the Planning Board. The staff recommended that the Council set a public hearing date for the January 25, 2022 regular meeting for the consideration of the rezoning of the parcels located at 2221 Guilford College Rd., 5300 Mackay Rd, 2207 Guilford College Rd, and 5303 Mackay Rd from AG (Agricultural) to PUD (Planned Unit Development) with a Development Agreement.

As staff have discussed at previous meetings, this rezoning request will also include the adoption of a Development Agreement. Discussions about the framework and content of this agreement are ongoing with the Town's legal counsel. Therefore, staff respectfully request that this item be continued until the Feb. 15, 2022, regular meeting without further advertisement.

**ATTACHMENTS:** Draft development agreement

**RECOMMENDATION/ACTION NEEDED:** Continue public hearing until 2/15/22 meeting without further advertisement

**BUDGETARY IMPACT:** N/A

**SUGGESTED MOTION:** Move to continue the public hearing for the consideration of the development agreement associated with the rezoning request in VIII-B(1) until Feb. 15, 2022, regular meeting at 6pm in the Civic Center without further advertisement.

**FOLLOW UP ACTION NEEDED:**



# DRAFT

## DEVELOPMENT AGREEMENT

BETWEEN  
THE TOWN OF JAMESTOWN  
AND  
D.R. HORTON, INC.

Prepared by and Return to:  
Thomas E. Terrell, Jr.  
Fox Rothschild LLP  
230 N. Elm Street, Suite 1200  
Greensboro, N.C. 27401

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## **DRAFT**

**This Development Agreement is a working and uncompleted document that has not been reviewed by D.R. Horton or Town staff. It is both an expression of potential categories for regulation as well as an early statement by the Town of matters that the Town will require.**

STATE OF NORTH CAROLINA                    )  
  )  
COUNTY OF GUILFORD                    )                   **DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") between the Town of Jamestown ("Town"), a North Carolina municipal corporation, and D.R. Horton, Inc. ("DRH") (collectively the "Parties.")

### **ARTICLE I. RECITALS**

1. N.C. Gen. Stat. § 160D-1001(a)(1) provides that "large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources."
2. N.C. Gen. Stat. § 160D-1001(a)(2) provides that "such developments often create community impacts and opportunities that are difficult to accommodate within traditional zoning processes."
3. N.C. Gen. Stat. § 160D-1001(a)(3) provides that "because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development."
4. N.C. Gen. Stat. § 160D-1001(a)(4) provides that "because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development."
5. N.C. Gen. Stat. § 160D-1001(a)(5) provides that "such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas."
6. N.C. Gen. Stat. § 160D-1001(a)(6) provides that "to better structure and manage development approvals for such large-scale developments and ensure their proper integration into

local capital facilities programs, local governments need the flexibility in negotiating such developments.”

7. Pursuant to these statute sections and N.C. Gen. Stat. § 160D-1001(b), the Town of Jamestown has been authorized to enter into development agreements with developers and property owners pursuant to the procedures and requirements of N.C. Gen. Stat. § 160D-1001, *et. seq.*, which procedures and requirements include approval of the development agreement by the governing body by ordinance after a duly noticed public hearing.

## **ARTICLE II BACKGROUND**

1. DRH owns in fee simple approximately 467 acres north and east of Guilford College Road and south of MacKay Road (the “Property”) that includes Guilford County Tax Parcels \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, etc. A legal description of the Property is attached to this Agreement as Exhibit A.

2. The Property lies within the Town’s extra-territorial jurisdiction and is subject to an intergovernmental agreement between the Town and the City of Greensboro dated \_\_\_\_\_. The terms of the intergovernmental agreement are acknowledged by DRH.

3. The Property was the subject of a petition for annexation and application for original rezoning by a company unrelated to DRH and whose petition and application were denied by the Town on \_\_\_\_\_.

4. DRH acquired the Property on \_\_\_\_\_, subject to future annexation and entitlements to be approved by the Town and without representations or warranties by the Town regarding approvals of entitlements. The Town’s only commitment to DRH was to move as expeditiously as reasonable under the circumstances to review DRH’s applications, subject to the requirements of the Town’s UDO and controlling statutes.

5. DRH has expressed interest in developing the Property as a multi-phased and multi-use residential subdivision with limited commercial uses (the “Project”) in a Planned Unit Development (“PUD”) zoning district.

6. In response to citizens’ concerns about the quality and impact of the Project, the Town hired Seth Harry & Associates to serve as the Town’s development consultant, to organize and lead a charette seeking public input on the Project’s layout, concepts, uses, and designs, and generally to propose New Urbanist principles to guide the Project’s development.

7. On November 8, 2021, the Jamestown Planning Board voted unanimously to support the use of the PUD zoning district for the Project and to affirm that the Project, as shown on a conceptual site map attached as Exhibit B, was generally consistent with the Town’s Comprehensive Plan.

8. The Town Council also has determined that this Agreement and the principles and conditions incorporated into the PUD zoning district will better secure quality planning and



growth, strengthen the tax base, coordinate the delivery of public services and construction of infrastructure, and be in general conformity with the Town's Comprehensive Plan.

Accordingly, DRH and the Town desire to enter into this Agreement (a) to clarify the roles and duties of each party in the provision of public services; (b) to ensure coordination of communications between the Parties; (c) to create clear understandings of the quality and principles of design that regulate development of the Project; and (d) to provide assurances to DRH that it may proceed to develop the project under the approvals in this Agreement without encountering future changes in ordinances, regulations, or policies that would affect DRH's ability to develop the Project under the terms of this Agreement.

### **ARTICLE III. DEFINITIONS**

1. Terms defined. The following terms use in this Agreement shall have the meanings provided:

Agreement – "Agreement" shall mean this Development Agreement and the attachments and exhibits referenced in the Agreement, and all revisions and modifications to the Agreement.

DRH -- "DRH" shall mean D.R. Horton, Inc. and its wholly or partially owned subsidiaries, employees, agents, contractors, attorneys, consultants, and any other person or company acting on its behalf with a fiduciary or contractual obligation to DRH. DRH also means successors in title and interest to DRH.

Town – "Town" shall mean the Town of Jamestown, a North Carolina municipal corporation, and its employees, agents, consultants, attorneys, departments, and divisions.

Minor amendment

Major amendment

Default –

Project – "Project" shall mean the proposed development of residential and commercial uses according to concepts and designs approved by the Town, including, but not limited to, the supportive street, utility, signage, lighting, and open space infrastructure.

Property – "Property" shall mean the physical area described in the metes and bounds attached as Exhibit A to this Agreement. Property may also include, as appropriate to context, the buildings and fixtures attached to the Property.

2. Terms not defined. Terms not defined in Article III, section 1 of this Agreement, shall first be interpreted within the context of usage in this Agreement; secondarily, by reference to the Town of Jamestown UDO; and third, by reference to Webster's Dictionary, on-line edition.

## ARTICLE IV. PUBLIC SERVICES

### A. WATER

1. Source. The Project's water will be sourced from the Piedmont Triad Regional Water Authority (PTRWA), known as Randleman Reservoir, and from the water supplies owned by the cities of High Point and Greensboro (the "Water Suppliers"), pursuant to intergovernmental agreements between the Town and each of the Water Suppliers. DRH has been offered opportunities to review and inspect the referenced intergovernmental agreements and agrees that the terms of each agreement are satisfactory.
2. Required service. DRH hired Evans Engineering to determine the amount of water needed to serve the Project. Evans Engineering conducted a study based upon data provided by DRH that included anticipated numbers of bedrooms and other information deemed relevant and necessary by DRH, according to its accumulated experience building homes locally, regionally, and nationally, for Evans Engineering to conduct this study. Based upon the DRH data, principles of engineering, and industry standards, Evans Engineering determined that the Project will be satisfactorily served by [insert number] gallons of water per day (gpd), an average daily calculation over a period of [one year?] DRH has reviewed Evans Engineering's data and studies and determined that this estimate of average daily water needs is correct and not inflated.
3. Capacity and Dedication. The Town represents that it has access to [insert number] gpd through intergovernmental agreements with the Water Suppliers (the "Water Capacity"). Upon execution of this Agreement, the Town will (a) dedicate the Water Capacity from the Water Suppliers to provide the Project with water equal to a daily average of [insert number] gpd; and (b) protect the Water Capacity from future competing sources. Subject to the Town's obligations to reserve and protect the Water Capacity for DRH, DRH agrees that the Town may and will allocate water and/or water capacity to other users.
4. No Guarantee. The Town's dedication of the Water Capacity is not a guarantee of (a) water quality; or (b) that these sources will independently or collectively be able to provide the Town with the Water Capacity. DRH agrees that Acts of God, Force Majeure, climate change, drought, and other factors beyond the Town's reasonable control could affect the quality and availability of water from the Water Suppliers.
5. Equal access to limited resources. The Parties agree that if the Water Suppliers (a) adopt local restrictions to protect the quantity of water in local water supplies; (b) become wholly or partially unable to supply the Town's needs; or (c) become subject to State or federal rations or restrictions, then (i) this Agreement does not create rights greater than other citizens, and (ii) DRH shall be treated equally as other citizens in the Town with respect to rights to available water.

6. Water restrictions. DRH agrees that if any of the Water Suppliers implements water usage restrictions due to drought or other reasons that cause restrictions in water availability, it will fully participate in voluntary or mandatory restrictions, depending upon the types of restrictions implemented. Such restrictions shall include, but not be limited to, reducing or eliminating the use of water on lawns in common areas, and implementing education and outreach measures to inform all owners within the Project of their obligations and to encourage their participation.

7. Fees. DRH shall be subject to the standard fees charged to all town citizens for water usage and water infrastructure. These fees include, but are not limited to, tap fees, system development fees, household water rates, billing late fees, hydrant fees, and hydrant assembly fees. The Town's fees are subject to periodic change at times decided by the Town and in the Town's sole discretion. This Agreement does not grant DRH rights to pay water fees at rates different than other citizens.

8. Utility Design. DRH shall employ North Carolina licensed engineers to design the water infrastructure serving the Project, including, but not limited to, taps; location, size, and depth of lines; locations of hydrants and meters; and materials. Upon review and approval by the Town, DRH shall prepare the Application for Approval of Engineering Plans and Specifications For Water Supply System and timely submit the application to NCDEQ.

9. Hunt Chase Water Line Loop. DRH shall construct at its expense and dedicate to the Town a water line loop connecting the existing water lines on Hunt Chase Drive to the water line on Parcel No. \_\_\_\_\_.

B. SEWER

1. Treatment. The Town owns 8% of the High Point Eastside Wastewater Treatment Plant ("WWTP") pursuant to an agreement with the City of High Point ("High Point Agreement"). DRH has read and accepts the terms of the High Point Agreement.

2. Treatment capacity. Pursuant to the High Point Agreement, the Town's ownership interest includes 8% of the WWTP's capacity ("Treatment Capacity"), calculated to be 2.0 million gpd.

3. Required capacity. DRH hired Evans Engineering to determine the amount of Treatment Capacity needed to serve the Project. Evans Engineering conducted a study based upon (a) data provided by DRH that included anticipated numbers of bedrooms; (b) other information deemed relevant and necessary by DRH; and (c) DRH's accumulated experience building homes locally, regionally, and nationally. Based upon the DRH data, principles of engineering, and industry standards, Evans Engineering determined that the Project will be satisfactorily served by Treatment Capacity of [insert number] gpd, an average daily calculation over a period of [one year?] DRH has reviewed Evans Engineering's data and studies and determined that this estimate of average daily water needs is correct and not inflated.

3. Capacity and Dedication. The Town represents that it has access to 2 million GPD treatment capacity at the WWTP and currently uses approximately 1.4 million GPD. Upon execution of this Agreement, the Town will (a) dedicate [projects average gpd] (the "Sewer Capacity") from the WWTP; and (b) protect the Sewer Capacity from future competing sources. Subject to the Town's obligations to reserve the Sewer Capacity for DRH, DRH agrees that the Town may and will allocate sewer and/or sewer capacity to other users.

4. No Guarantee. The Parties agree that if the Sewer Capacity (a) is restricted or affected by actions taken by the State of North Carolina (b) becomes wholly or partially unavailable to the Town because of force majeure, Acts of God, or temporary malfunctions at the Wastewater Treatment Plant or within the system's infrastructure; (c) becomes subject to newly adopted State or federal rations or restrictions; or (d) is affected by amendments to the agreement between the municipalities of Jamestown and High Point, then (i) this Agreement does not create rights greater than other citizens that rely upon sanitary sewer service provided by the Town, and (ii) DRH shall be treated equally as other citizens in the Town with respect to rights to Sewer Capacity.

5. Utility Inspections.

a. Velocity. DRH has represented to the Town that its business model requires utility inspections to occur at or approximately at the time of construction, a time frame that the Town does not have the ability to meet at present staffing levels.

b. Dedicated inspector. The Town agrees to work in good faith to hire a utility inspector or inspectors who can work onsite and be dedicated to this project.

c. Contribution to costs. DRH shall pay the town a sum not to exceed \$16,666 per month to defray costs of hiring an onsite inspector or inspectors. Notwithstanding DRH's contribution to defray costs, the inspector(s) shall be employed or contracted by the Town and have no fiduciary duties to DRH.

6. Utility Design. DRH shall employ North Carolina licensed engineers to design the sewer infrastructure serving the Project, including, but not limited to, location of tie-in to the outfall, location of cleanouts, size and depth of lines, and materials used. All designs and materials shall meet the Town's requirements. Upon review and approval by the Town, DRH shall prepare the Sewer System Extension Application and timely submit the application to NCDEQ.

7. Fees. DRH and its residents shall be subject to the standard fees charged to all town citizens for sewer and sewer infrastructure as published on the Town's fee schedule.

8. Hazen and Sawyer Study. The Town has hired Hazen and Sawyer to conduct a study of the Town's capacity at the WWTP. DRH shall make any system upgrades recommended by the Hazen and Sawyer study.

9. Other upgrades. DRH shall reline the \_\_\_\_\_ outfall with cured, in-place pipe lining from \_\_\_\_\_[location] to \_\_\_\_\_[location]



C. SOLID WASTE

1. General service. The Town shall provide solid waste pickup to all parts of the Project except any portion where apartments and commercial businesses are developed. Apartments and commercial areas shall be served by outside contractors at DRH's expense. Until the Town decides to shift to container pickup, DRH agrees that trash shall be placed on public roads in plastic bags for pickup.

2. Recycling. The Town has contracts with each of Green for Life and Waste Industries for recycling pick up. [insert sentence on how DRH shall pay. Is it direct bill to customer?]

3. Truck upgrades. The Town acknowledges that DRH has requested the Town switch from bag pickup to container pickup. If the Town agrees to change pickup to containers, DRH agrees to pay for the upgrades to three existing trucks to add automated lifts. If it is determined that the existing truck fleet cannot be adequately converted or that it is a better decision for any reason determined by the Town in its sole discretion to purchase new automated trucks, then DRH shall pay for one new automated truck sufficient to meet the needs of the Project and the Town.

4. Walkable routes and open space. DRH shall provide at its expense trashcans consistent in color, design, and appearance to the cans used by the Town, along walkable routes and open space, including but not limited to sidewalks, trails, greenways, parks, near public benches, and any places designed for public gathering. All trashcans shall be placed in a manner to be accessible by the Town for Town pickup.

D. PUBLIC SAFETY

1. Service by Guilford County. DRH acknowledges that the Town does not provide public safety services through its own police force but through a contract and governmental agreement with the Guilford County Sheriff's Department.

2. DRH acceptance. DRH acknowledges that the Guilford County Sheriff's Department provides public safety services to the Town and has determined, based upon its own conversations and discussions with the Sheriff or his representative, that the services provided are acceptable to DRH.

E. FIRE

TBD

F. STREETS AND SIDEWALKS

1. Town Standards. All streets and sidewalks shall be built to Jamestown Standard as required by the Technical Standards Manual (Standards Manual"). Deviations from the

Standards Manual may be allowed in the Town's sole discretion, which decision is final and not subject to appeal to the Town's Board of Adjustment or other Board.

2. Roundabouts. The Town and DRH shall consult in good faith about standards for roundabouts, which are not covered in the Standards Manual.
3. Curb and Gutter on Mackay Road. DRH shall provide curb and gutter on Mackay where the Projects abouts Mackay Road.
4. Sidewalks. Notwithstanding the provisions in Section F.1. above, sidewalks internal to the Project shall not be less than \_\_\_\_ feet in width.
5. Town maintenance. Streets that meet the Town's standards shall be publicly dedicated for Town maintenance.
6. Street signs. Street signs shall meet the Town's Sign Post Specifications.
7. Bicycle racks. All commercial areas, trail heads, and public gathering places shall have bicycle racks in number and exact location as approved by the Town.

## **ARTICLE V. ARCHITECTURE AND DESIGN**

NOTE: This section will be completed after consultation with Seth Harry, the Town's consultant on community and architectural design.

### **A. CONCEPT PLAN**

### **B. ARCHITECTURAL STANDARDS**

### **C. LIGHTING**

Full cut-off lighting shall be required for all streets and public areas. The lighting shall match or complement the existing lighting, described as acorn or deluxe Colonial.

### **D. LANDSCAPING**

### **E. ENTRANCES**

F. COMMERCIAL AREA

**ARTICLE VI.  
TRANSPORTATION IMPROVEMENTS**

This section being drafted. To include requirements related to the TIA, vehicular access, public/private streets and alleys, cul-de-sacs, parking, and greenways

**ARTICLE VII.  
ENGINEERING AND STORMWATER**

This section will include additional provisions on engineering standards and bonding. To cover grading permits, stormwater and erosion control, etc.

**ARTICLE VIII.  
LAWS GOVERNING DEVELOPMENT OF THE PROJECT**

1. Ordinance of adoption. This Agreement is entered into by ordinance, making this Agreement legally binding and enforceable by its terms and by powers vested in the Town by statute.
2. Unified Development Ordinance and Town Policies. The Town's current UDO and all adopted standards and policies are listed by title and date of adoption on Exhibit \_\_ attached.
3. Permits. Permits issued by the State of North Carolina or the United States exist as to term and validity pursuant to the terms of the permit and underlying general statutes and federal codes. Permits referenced in this paragraph do not establish vested rights except as to common law application.
4. Vested rights. DRH is vested for the duration of this Agreement under the laws and policies existing at the time of the Agreement, specifically included the laws and policies referenced in paragraph 2 above ("Existing Laws"). Except as expressly provided in N.C. Gen. Stat. §§ 160D-108(c) or 160D-108.1(f), no changes, amendments, alterations, expansions, enhancements, or application of Existing Laws shall apply to the Project without the written consent of DRH. As provided in N.C. Gen. Stat. § 160D-1007(c), in the event State or federal law is changed after a development agreement has been entered into and the change prevents or precludes compliance with one or more provisions of the development agreement, the parties may modify the affected provisions, upon a finding that the change in State or federal law has a fundamental effect on the Agreement. To the extent that a change in State or federal law has a fundamental effect on the

Agreement to the detriment of DRH and amendment of this Agreement is not prohibited by law, the Town agrees that its consent to amendment shall not be unreasonably or capriciously withheld.

5. Existing Laws retained. The Existing Laws shall be kept in a permanent file in the Jamestown Town Hall clearly marked “PERMANENT TOWN RECORDS – DO NOT DISCARD OR AMEND. These documents permanently govern the development of Johnson Farm Property.” If DRH has named the Project at the time this Agreement is executed, the Existing Laws may be stored under the Project name.

## **ARTICLE IX.**

### **ARTICLE 160D-1001 et. seq. CERTIFICATIONS**

**Note:** there are other requirements spread throughout 160D-1001 concerning matters to be included in a development agreement. Some of these will be captured elsewhere in the Agreement. This section is where all other certifications and information will be located. The relevant statute is below.

#### **§ 160D-1006. Content and modification.**

- (a) A development agreement shall, at a minimum, include all of the following:
  - (1) A description of the property subject to the agreement and the names of its legal and equitable property owners.
  - (2) The duration of the agreement. However, the parties are not precluded from entering into subsequent development agreements that may extend the original duration period.
  - (3) The development uses permitted on the property, including population densities and building types, intensities, placement on the site, and design.
  - (4) A description of public facilities that will serve the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development. In the event that the development agreement provides that the local government shall provide certain public facilities, the development agreement shall provide that the delivery date of such public facilities will be tied to successful performance by the developer in implementing the proposed development, such as meeting defined completion percentages or other performance standards.
  - (5) A description, where appropriate, of any reservation or dedication of land for public purposes and any provisions agreed to by the developer that exceed existing laws related to protection of environmentally sensitive property.
  - (6) A description, where appropriate, of any conditions, terms, restrictions, or other requirements for the protection of public health, safety, or welfare.
- (7) A description, where appropriate, of any provisions for the preservation and restoration of historic structures.



**ARTICLE X.  
MISCELLANEOUS**

1. Amendment. This Agreement may be amended by the mutual consent of the parties or their successors in interest. A major modification of the terms of this Agreement shall follow the same procedures as required for the initial approval of this Agreement. The Town manager or his or her designee shall have the authority to approve minor, administrative amendments to this Agreement and the Concept Plan.
2. Recordation. Within fourteen (14) days after the Town enters into this Agreement, DRH shall record this Agreement in the Office of the Guilford County Register of Deeds.
3. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.
4. Periodic Review.
5. Default.
6. Notices.

To the Town:

To D.R. Horton

7. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the Town and DRH related to the Property and the Project, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties related to the matters addressed herein other than as set forth or as referred to herein.
8. Construction. Each party and each party's counsel have reviewed and revised this Agreement and any rule of construction that ambiguities are to be resolved against the drafting party shall not apply.
9. Assignment. After notice to the Town, DRH may assign its rights and responsibilities hereunder to subsequent land owners of all or any portion of the Project, provided that no assignment as to a portion of the Project will relieve DRH of responsibility with respect to the remaining portion of the Project owned by DRH without the written consent of the Town. In the event that DRH sells the Project in its entirety and assigns its rights and responsibilities to a

subsequent landowner, then DRH shall be relieved of all of its covenants, commitments and obligations hereunder.

10. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

12. Agreement to Cooperate. In the event of legal action instituted by a third party challenging the validity of any provision of this Agreement, the Parties agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

13. Agreements to Run with the Land. This Agreement shall be recorded in the Office of the Guilford County Register of Deeds. The agreements contained herein shall be deemed to be binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Property unless otherwise provided herein.

14. Hold Harmless. DRH agrees to and shall hold the Town, its officers, agents, employees, consultants, special counsel and representatives, harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of DRH or their contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Project. DRH agrees to pay all costs for the defense of the Town and its officers, agents, employees, consultants, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of DRH's actions or omissions in connection with the Project. This hold harmless Agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this paragraph. The Town may make all reasonable decisions with respect to its representation in any legal proceeding.

Notwithstanding the foregoing, DRH's obligation to indemnify and hold the Town harmless shall not extend to any claims, losses or damages that arise from the acts or omissions of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives as well as any claims, losses or damages arising from the gross negligence or willful misconduct of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives.

15. Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

16. No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State

of North Carolina. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town monies, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the Town. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. The Town has pre-audited this Agreement and the obligations hereunder to ensure compliance with budgetary accounting requirements (if any) that may apply. This Agreement is conditioned upon, and shall not be operative until, any required pre-audited certification is supplied.

17. Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the person signing this Agreement has the authority to bind the DRH or the Town.

[SIGNATURES ON FOLLOWING PAGES]

**EXHIBIT "A"**

**Property – Legal Description**

**EXHIBIT "B"**

**Approved Concept Plan**



**EXHIBIT "C"**

**Mayor**  
Lynn Montgomery

**Interim Town Manager**  
Dave Treme

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Golf Equipment Financing Rates

AGENDA ITEM #: VIII-C

☐

CONSENT AGENDA ITEM

☐

ACTION ITEM

☒

INFORMATION ONLY

MEETING DATE: January 25, 2021

ESTIMATED TIME FOR DISCUSSION:

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

### SUMMARY:

Upon Council approval back in July 2021, the Town ordered 2 pieces of golf equipment to be financed through First Bank. The agreed upon rate of 2.25% was locked in for enough time that the equipment should have been received. Due to supply chain issues, we have still not received the equipment; the anticipated arrival is scheduled now for March 2022. We do not know for sure that the equipment will be received then. Per conversation with our contact at First Bank, they have told me that the 2.25% rate can not be guaranteed for then; the rate will be higher as their rates have risen since July and are expected to rise more in the coming months. I will keep you updated as March approaches or as we learn more about the equipment arrival dates. I just wanted to advise about the situation now as we know it.

### ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED: None

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED: I will advise as I learn more about the golf equipment anticipated arrival and the bank rates.

**Mayor**  
Lynn Montgomery

**Interim Town Manager**  
Dave Treme

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

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**ITEM ABSTRACT:** Appointment of Council representatives on Boards/Committees

**AGENDA ITEM #:** IX-A (1-4)

☐

CONSENT AGENDA ITEM

☒

ACTION ITEM

☐

INFORMATION ONLY

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**MEETING DATE:** January 25, 2022

**ESTIMATED TIME FOR DISCUSSION:** 10 Minutes

**DEPARTMENT:** Administration

**CONTACT PERSON:** Nancy Avery, Interim Town Clerk

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**SUMMARY:**

As per the Council's Rules of Procedures, Section IX Appointments, the new Council needs to make the following appointments:

1. Piedmont Triad Regional Council (PTRC) Delegate and Alternate
2. Transportation Advisory Committee (TAC) Representative and Alternate for the High Point Metropolitan Planning Organization (HPMPO)
3. Appointment of Council Representative to the Planning Board
4. Appointment of Council Representative to parks and Recreation Committee

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**ATTACHMENTS:** N/A

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:** N/A

**SUGGESTED MOTION:** Council Member makes a motion to appoint for each position.

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