



Settled 1752  
**JAMESTOWN**  
NORTH CAROLINA

**Regular Meeting of the Town Council**  
**February 15, 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 January 21, 200 Town Council Retreat
  - B. Approval of minutes from the January 25, 2022 Regular Town Council Meeting
  - C. Approval and sealing of the December 16, 2022 Special Town Council closed session minutes
  - D. Approval and sealing of the January 25, 2022 Town Council closed session minutes
  - E. Analysis of the financial position of the Town of Jamestown
  - F. Analysis of the financial position of the Jamestown Park and Golf Course
  - G. Notification of Advances
  - H. Budget Amendment #14
  - I. Conflict of Interest Policy and Disclosure form
- III. Public Comment**
- IV. GCSD Annual Report – Captain Sansour**
- V. Old Business**
  - A. Public Hearings - continued
    - 1. Public Hearing regarding several updates to the Land Development Ordinance – Anna Hawryluk, Town Planner
    - 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 – Anna Hawryluk, Town Planner
    - 3. Public Hearing 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) – Anna Hawryluk, Town Planner
      - o Adoption of Statement of Consistency
    - 4. Public Hearing for consideration of Development Agreement for D. R. Horton property – Anna Hawryluk
- VI. New Business**

None
- VII. Manager/Committee Reports**
  - A. Manager Report
  - B. Council Member Committee Reports
  - C. High School Representative Report
- VIII. Public Comment**
- IX. Other Business**
- X. Closed Session**
- XI. Adjournment**

**Working Agenda for the February 15, 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 January 21st TC Retreat B. Approval of minutes from the January 25, 2022 regular TC meeting C. Approval and Sealing of the December 16th Closed Session Minutes D. Approval and Sealing of the January 25, 2022 Closed Session Minutes E. Analysis of the financial position of the Town of Jamestown F. Analysis of the financial position of the Jamestown Park and Golf Course G. Notification of Advances H. Budget Amendment #14 I. Conflict of Interest Policy and Disclosure form		Council Member makes a motion to approve the consent agenda. Council Member makes a second to the motion. 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. GCSO Annual Report</b>		Captain Sansour or representative to present the annual report of the Guilford County Sheriff's Office for District Three.
6:20 pm	<b>V. Old Business</b>		
6:20 pm	A. Public Hearings continued 1. P.H. regarding updates to the Land Development Ordinance	Call on A. Hawryluk	Hawryluk to introduce Planning Board Chair Sarah Glanville to give recommendation on LDO update review by board at February 14 <sup>th</sup> meeting. 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. Council Member makes a motion to adopt, not adopt or continue hearing on the proposed LDO updates as presented or amended. Council Member makes a second to the motion. Then vote.
6:25 pm	2. P.H. on Annexation of 2221 Guilford College Rd, 5300 Mackay Rd, 2207 Guilford College Rd, and 5303 Mackay Road	Call on A. Hawryluk	Hawryluk to request Council continue the Public Hearing on Annexation to the March 15, 2022 meeting without further advertisement, as the matter is not yet ready for discussion. Council Member makes a motion to continue the Public Hearing on Annexation to the March 15, 2022 Council meeting without further advertisement. Council member makes a second to the motion. Then vote.
6:35 pm	3. 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 A. Hawryluk	Hawryluk to request Council continue the Public Hearing on rezoning request from D.R. Horton to the March 15, 2022 meeting without further advertisement as the matter is not ready for discussion. Council Member makes a motion to continue the Public Hearing on rezoning request from D.R. Horton to the March 15, 2022 meeting without further advertisement. Council member makes a second to the motion. Then vote.
6:45 pm	4. P.H. on Development Agreement for the D.R. Horton rezoning request	Call on A. Hawryluk	Hawryluk to request Council continue the Public Hearing on the Development Agreement to March 15, 2022 meeting without further advertisement as the framework and content of the agreement are ongoing with the Town's legal counsel. Council Member makes a motion to continue the Public Hearing on the Development Agreement to the March 15, 2022 meeting without further advertisement. Council Member make a second to the motion. Then vote.

6:50 pm	<b>VI. New Business</b>		None
7:30 pm	<b>VII. Manager/Committee Reports</b>		
7:30 pm	<b>A. Manager Report</b>	Call on M. Johnson	Johnson to present 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>VIII. Public Comment</b>		Please state your name and address and adhere to the 3 minute time limit
7:50 pm	<b>IX. Other Business</b>		
7:55 pm	<b>X. Closed Session</b>		None
8:30 pm	<b>XI. Adjournment</b>		Council Member makes a motion to adjourn. Council Member makes a second to the motion. Then vote.

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

### TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Approval of minutes January 21, 2022 TC Retreat

**AGENDA ITEM #:** II-A

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 15, 2022

**ESTIMATED TIME FOR DISCUSSION:** 0 Minutes

**DEPARTMENT:** Administration

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

**SUMMARY:**

Approval of minutes from the January 21, 2022 TC Retreat

**ATTACHMENTS:** Draft minutes January 21, 2022 TC Retreat

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

**BUDGETARY IMPACT:** N/A

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

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

**DRAFT**

**Special Meeting of the Town Council  
Strategic Retreat  
January 21, 2022  
9:00 am at the Golf Course Club House  
Minutes & General Account**

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

**Staff Present:** Dave Treme, Interim Town Manager, Assistant Town Manager Matthew Johnson, Interim Town Clerk Nancy Avery, Finance Officer Judy Gallman, Public Services Director Paul Blanchard, Golf and Recreation Director Ross Sanderlin, Golf Course Superintendent Jamie Claybrook, Golf Shop Clerk Scott Oakley, Town Planner Anna Hawryluk, Accounting Specialist Faith Wilson,

**Visitors Present:** Carol Brooks with Jamestown News

**Call to Order-** Mayor Montgomery called the meeting to order at 9 am.

- Pledge of Allegiance- Mayor Montgomery led everyone in the Pledge of Allegiance.
- Moment of Silence- Mayor Montgomery called for a moment of silence.

Treme stated he began talking about mission, vision, goals and outcomes when he first started working with the Town. The Town had these elements, but not in an easily understandable way. With the passing of the budget in July, we included goals which resulted in a five year strategic plan that we are discussing today. The plan looks at the goal and the status of each and is a collaborative work. Today we will provide an update on each goal. We will spend time during this retreat reporting on the goals and status and discuss top priorities for next year.

Johnson gave a brief overview of the Strategic Plan stating it contains five focus areas that make up its vision, as follows:

- Staff Excellence
- Outreach and Involvement
- Infrastructure and Facilities
- Planning and Development
- Public Safety

We will review the status and highlights of goals in each section today.

Focus area Staff Excellence

1.5 Perform pay classification study to remain competitive in the marketplace  
Johnson said a pay classification study is planned for fiscal year 2022-2023.

2.1 Claybrook explained the new software for asset management. It tracks each job by having employee clock in on certain tasks so we know how much each task costs us. The software also tracks which equipment is used to further breakdown the cost.

#### 2.5 Promote excellence in customer service

Johnson stated there was an issue with garbage delay due to weather and we are working on better ways to get the word out to the residents.

Hawryluk talked about an idea to push out texts to citizens asking if they want to receive emails about changes in service and that tool could be used to notify residents.

#### 2.6 Achieve minimum staffing levels for all departments

Treme said we will be working on a staffing level plan for future needs and what can be done for succession planning with a small staff.

#### 2.7 Maintain and update Town's Code of Ordinances

Hawryluk talked about using Municode for the Land Development Ordinance. She said we are using them now for other ordinances. We expect to have it up and running in Municode in May 2022.

### Focus area Outreach and Involvement

#### 3.1 Further develop Music in the Park and other Town-sponsored events

Oakley said they are planning to move all electrical operations to the new restroom facility as the current building is old and not functioning well. It is a pre-fabricated building.

Wolfe asked if we know the cost. Gallman said \$172,000 is the expected cost.

#### 3.2 Develop branding and marketing strategies

Johnson said the firm the Town hired is working with businesses and that should be finished by the spring. He will then bring it back to Council for other input.

#### 4.1 Develop AARP Livable Communities Initiative

Hawryluk gave an update on the work of committee.

#### 4.4 Develop a joint planning retreat with Planning Board, Council and staff

Johnson stated that the one that we had was successful and we would like to see this as an annual event.

### Focus area Infrastructure and Facilities

#### 5.1 Update street pavement condition study

Blanchard said he hopes to do a fall paving project using Powell Bill funds. A study is in process to select streets for repairs and resurfacing and will show budgeting needs and deficiencies.

Johnson said Benchmark Planning is preparing a strategic growth plan. We also have a solid waste and recycling study that was just completed.

5.3 Prepare a plan to implement government mandated storm water regulations  
Johnson explained this is a work in progress.

5.5 Complete and adopt a Parks & Recreation (P&R) Master Plan in order to seek grant funding  
Oakley said they plan to apply for grant cycle this fall such as Parks and Recreation Trust Fund (PARTF). Hawryluk said we will meet with the P&R committee in February to discuss.

5.6 Utilization of space at town hall  
Johnson said Freeman Kennett cannot attend today due to illness. He reviewed a draft suggested layout they provided.

5.7 Complete plans for construction of a new recreation maintenance facility  
Blanchard said the bid process has begun with the close date set as February 15, 2022.

5.9 Coordinate joint staff meeting with City of Greensboro, the City of High Point, and PTRWA to discuss water/sewer cost and capacities  
Blanchard said we can purchase more water, which is good. We are tied into two different systems and the capacity is there and the Town is in a good position.

5.10 Repair/replace golf course irrigation system  
Claybrook said they are averaging five leaks a month. We want to go to a roll pipe that will last forever to eliminate the need for satellite boxes in the field which also eliminates vandalism and the need for electric boards, etc. We are having to continuously identify and repair leaks.

5.11 Prepare plans for updating and installing restroom and shelters for golf and recreation facilities  
Claybrook said this is in progress. Rayburn asked why we could not use this plan for Wrenn Miller Park because this is nice looking. Johnson said we have more needs for electrical capacity and tie in with water/sewer at Wrenn Miller Park and pre-fab concrete will work better. Both projects are budgeted for FY 21-22.

5.14 Seek funding from American Rescue Plan (ARP)  
Gallman said final guidance from School of Government (SOG) was approved January 2022 but is not effective until April of this year. There are changes to initial allowable expenditures that appear to be beneficial to us. This is a good thing because before the change in loss revenue rule had to complete a formula which we did not qualify for because the Town had little lost revenue. Now we do not have to use the formula and can use up to the \$10 million amount. SOG has said the best way to proceed is to minimize administrative requirements and use the money budgeted for general government services projects and use normal budget dollars to do big projects.

7.2 Complete update of the Town's Comprehensive Plan  
Johnson stated this is completed.

7.3 Review and update comprehensive pedestrian transportation plan

Hawryluk stated the Town received a Department of Transportation (DOT) grant for \$50,000 for bike pedestrian planning. Work on this will start early February. We will advertise for volunteers for committee members. This will be a yearlong process.

7.4 Enhance code enforcement capabilities throughout Town to help protect property values  
Hawryluk said we have had a good result with the vendor ACE.

7.5 Establish/redefine ordinances for application of commercial code

Johnson said Hawryluk has done a great job reviewing and making proposed updates which are currently under review by Council.

Council comments:

Rayborn suggested adding sidewalks to section and requested utilizing space at Town Hall for affordable community meeting spaces. She also stated Americans with Disabilities (ADA) compliance needs to be added.

Johnson said there will be an assessment of facilities for this.

Montgomery asked to add neighborhoods to downtown safety.

Wolfe said areas down west Main Street have not been serviced and need to be looked at so we are providing this service equally.

Treme said once this budget year is ended, any projects coded 'blue' are complete and will drop off the plan.

Wolfe said resident talked to her about space for small business owners to meet to have access to computer and conference space, maybe the library.

Mayor Montgomery called for a break at 10:39 am. Mayor Montgomery resumed the meeting at 10:49.

**Hazen and Sawyer growth in Wastewater Study Result**

Blanchard introduced Aaron Babson, Senior Associate with Hazen and Sawyer who stated they set up a model to evaluate the Town's water and sewer capacity and found that the existing sewer system has the capacity to accept Johnson farm property development with some possible upgrades needed. They recommend using flow monitors to survey the system. They understand the contract is ready to be approved by Council. This will help with the survey and monitoring for future impact to the system. They also recommend a manhole status assessment. Your Public Service Department is doing a great job fixing and replacing some manholes now. When we have more info as to what and how that development will look, we can provide more information. We made the assumption as to where the flow would begin, but that may change as the development begins construction. Also what will come from study flow monitoring will be triggers that tell the Town an area of piping needs to be improved.



Wolfe asked if the improvement is at the Town's cost. Johnson said that is a talking point in the Development Agreement.

Blanchard said flow monitoring is not just for the development of the Johnson Farm area, but for the whole town to evaluate which direction our problems are coming from to identify repairs and or improvements.

### **Capital Improvement Projects (CIP) Review**

Gallman stated these are multi -year projects, so the budget runs until the project is completed. She gave a brief overview of current projects on the list for General Fund and Water/Sewer fund.

Blanchard said he is prioritizing the Penny Road project. They may need to put in a new water line parallel to Penny Road to prepare for the sidewalk project. Also the slip lining project is a priority.

Johnson said as the by-pass gets completed we should apply for grants to make improvements along Main Street to make it more pedestrian friendly. The crosswalk at Mendenhall Place will move forward to next year. We want to get the pedestrian master plan done and once completed, the sidewalk projects will move up in the CIP.

Scott said the master plan for recreation suggested Wi-Fi in the parks. It would cost \$2,200 at Wrenn Miller for the fiber optic line - \$1200 for Jamestown Park plus one time fees and monthly service charges for internet. It would help improve security and provide the ability to lock the restroom remotely, etc. There are parking issues at the soccer fields when in season and we are working on fixes for that. We will also lose parking when the maintenance facility is built, so that will need to be worked on. The tent at Wrenn Miller Park is showing wear and tear and the replacement value is \$5,000 to \$6,000. This is a third of the price of a permanent structure. We want to apply for grant money this year also.

Wolfe said she remembers past discussions about putting a structure at Wrenn Miller Park and that it would change the visual of the park which is beautiful now.

Claybrook said he evaluated the golf course and thinks we should do a capital project for bunkers, cart paths and irrigation. He believes the most bang for the buck for adding customers is fixing the bunkers. They are in bad shape and do not drain, have lots of rocks and fabric coming up and takes a lot of work to maintain. Golfers do not like to have rocks in sand traps. Drainage is non-existent. Bunkers should be tackled first to make it look better and more playable. We will make recommendations of cost expected at upcoming budget talks. Ross said he thinks bunker improvement is the priority.

Ross stated there is no CIP for the golf shop. Next year we have budgeted to do driving range improvements He has a couple quotes but with cost of materials and labor, the cost may increase. He will get a better estimate and bring back to Council.

The mayor called for a lunch break at 11:30 am. The meeting resumed at 11:58 pm.

### **Freeman Kennett Town Hall Renovation Project**

Johnson said Kennett could not attend today, but provided a sketch for office changes in Town Hall. The changes would most likely be over several budget years.

Montgomery asked what about changes in lighting or adding lighting?

Johnson said yes, we would look at that.

Wolfe asked about putting heaters in the bathroom at the Civic Center?

Johnson said we will look at that.

Wolfe said she hates losing the Civic Center for public uses.

Rayborn asked about the ADA ramp and accessibility at the Civic Center. Johnson replied we would have to look at making Civic Center ADA accessible.

Johnson said the Board of Elections may have to find another place than the Civic Center to hold elections.

Wolfe said she hates to see taxpayers who pay for the property not be able to use the space, particularly for voting.

Rayborn said she does not want to see the public lose the use of public meeting space. She thinks the community should have affordable meeting space for non-profits who have a hard time finding meeting space.

There was a general discussion about where the Town can maintain space for public use and whether there should be a permanent dais for boards or continue to use tables.

### **Golf Course 5 year summary**

Gallman presented five years' worth of results. Variance is from one year to the next. Golf rounds played increased 33 % over five years. Revenues increased 43%. Expenditures and golf maintenance increased 25%. Golf shop expenditures increased 32%. Some of this was related to salaries and benefits and retirement cost increases. The bottom line from FY17 - 21 is a net loss of 26% less in 2021 than 2017. The average municipal golf course will never make money and is mostly an amenity. Less loss is a positive thing.

Treme said the golf course roughly incorporates 200 acres and is a golf park. His recommendation probably is to increase rate fees in the spring.

Wolfe said she is supportive of the golf course but there are citizens that do not play golf and it is hard to justify to them using tax money to fund the course. We have talked about a marketing strategy or brochure to rent the golf club for weddings and events to help bring in revenue.

Gallman said grill operations and shop rental bottom line results are that it was doing well until COVID hit. Golf shop rentals really dropped off to almost nothing. Highest rental was \$11,000 at one time.

Council comments

Montgomery thanked all the staff for an excellent job done and getting the retreat together. The road to the public services facility is not on the CIP list and should be.

Johnson said they will add it to the CIP. It may be expensive, but we have to use a lot of equipment now to maintain it.

Wolfe asked Gallman to provide School Of Government updates as they come on ARP funds. We have one flag pole at Town Hall with all flags. She would like to have two flag poles with the US flag on one pole and other flags on the other. When it is at half -mast, the flags are very low to the ground. The Fire department needs painting.

Johnson said we have a quote to do it and it is a maintenance item.

**Adjournment**

Rayborn made a motion to adjourn at 12:46 pm. Member Wolfe made a second to the motion. The motion passed with a unanimous vote.

\_\_\_\_\_  
Lynn Montgomery, Mayor

ATTEST: \_\_\_\_\_  
Nancy Avery, Interim Town Clerk

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

### TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Approval of minutes from January 25, 2022 Regular TC Meeting

**AGENDA ITEM #:** II-B

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 15, 2022

**ESTIMATED TIME FOR DISCUSSION:** 0 Minutes

**DEPARTMENT:** Administration

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

**SUMMARY:**

Approval of minutes from the January 25, 2022 Regular TC Meeting

**ATTACHMENTS:** Draft minutes January 25, 2022 Council meeting

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

**BUDGETARY IMPACT:** N/A

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

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

DRAFT

**Regular Meeting of the Town Council  
January 25, 2022  
6:00 pm in the Civic Center  
Minutes & General Account**

**Council Members Present:** Mayor Montgomery, Council Members Wolfe, Rayborn, Capes, & Straughn (via telephone)

**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/CPA Judy Gallman, Accounting Specialist Faith Wilson, Town Attorney Beth Koonce, Interim Town Clerk Nancy Avery

**Visitors Present:** Tom and Lynn Duffy, Carol Brooks, Jeff and Marleen Mites, Ron Cross and Gwen Fbod, Sarah Glanville, Jon Hardister, Ronnie Sanders, Marlane Conway.

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

- Roll Call- 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 asked if anyone would like to change, add, or delete any items on the agenda.

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

**Consent agenda – the Consent Agenda included the following items:**

Approval of minutes from the December 21, 2021 Regular Town Council Meeting

- Approval and sealing of the December 21, 2021 Town Council closed session minutes
- Analysis of the financial position of the Town of Jamestown
- Analysis of the financial position of the Jamestown Park and Golf Course
- Notification of Advances
- Budget Amendment #14

Member Capes made a motion to approve the Consent Agenda as presented. Member Rayborn made a second to the motion. The motion passed by a unanimous vote.

**Public Comment - None****Jamestown Rotary Club – Clifford Paddock**

Johnson introduced Clifford Paddock with the Jamestown Rotary Club. Paddock said he is joined by Stephanie Johnson. He thanked the Council and staff for the help with this year's Christmas parade. There were 80 entries and lots of folks watching it. The club has only 20 members and could not pull it off without the help of the town staff and Council.

Stephanie Johnson invited the Council to attend their February 8th meeting at 5:30 pm at the Jamestown Golf Course in the Mendenhall room to present the winners from the parade. There will be dinner and lots of photos from the parade on show.

**Legislative Briefing** by Representative Jon Hardister, Chairman of the Guilford County Legislative Delegation and N. C. House Majority Whip

Treme introduced Representative Hardister who stated thanked the Council members for their service and the residents for attending. He said the General Assembly news from last year is we have passed a state budget. We went two years without passing a budget. In the case of when no budget is passed, the previous year's budget rolls over, but nothing shuts down. The consequence of a roll over budget is that no additional revenue is provided. We received a lot of federal funds for Covid relief. The budget is bi-partisan and is \$26 billion dollars. North Carolina is the 9th largest state in the country. If we were a country, we would be the 26<sup>th</sup> largest. The budget includes a four percent (4%) pay increase for all state employees and teachers, and also includes bonus pay. Fifty-seven percent (57%) goes to public education, and the second largest part of the budget is health care (Medicaid). Transportation funding is separate from the General Fund and comes from the fuel tax and other highway and DMV fees. As we are seeing more electric vehicles on the road which do not use gas and do not pay the gas tax, we are looking at ways to recoup that tax revenue loss. There are gradual tax cuts with income tax dropping from 5.25% to 5%. We have the lowest corporate tax in the country which will go down to 0%. The standard deduction increased a lot to help lower income folks. Redistribution of districts is currently going on. His district is on the eastern side of Guilford County and includes some areas in the north of the county. There is litigation based on 2020 census that requires redistricting. We should know the results of this in February. He was asked to speak about House Bill 496 which is about property rights and loss of trees. This did not become law. He was also asked to speak about Senate Bill 473 on local government transparency to identify issues in local government where auditors verified misconduct. An example is where a council member was not paying his/her water bill. This bill allows more oversight by the Local Government Commission. Elected government officials do not make much. His salary is \$14,000 annually. He is pleased to award Jamestown with the Small Town Development Grant of \$50,000. Towns with fewer than 10,000 population are eligible and he presented a congratulatory check.

**PSFD Annual Report by Chief Carson**

Carson presented the annual report noting that staffing stayed consistent throughout 2021 even with Covid. They staff three people on a truck as part of the response agreement. Station 23 on Mackay Road as well as High Point responds to Jamestown along with the station in town. Out

of the \$4.2 million budget, \$700,000 is for the Jamestown contract. Insurance rating for Jamestown is class two (2). The rating in the rest of the district is class three (3). Hydrants in Jamestown help with that rating. EMS is based in Jamestown. Fire prevention is mostly done in working with the schools which has been difficult with Covid. They installed eighteen (18) smoke alarms and offered 631 training classes. Staff received 11,240 training hours. A lot of training takes place at the Jamestown station. November and December were the highest call volume in our history. Turnout time is 1:34 minutes. Benchmark is 2.0 minutes. Travel time is 4:21 minutes.

Member Capes asked if alarm installation is still free.

Carson replied yes, they receive alarms free from the state and there is no charge to install them.

### **Old Business-** **Public Hearings**

#### 1. Public Hearing regarding several updates to the Land Development Ordinance

Hawryluk stated the updates are in Articles 17 and 24. She said that Council Member Straughn recommended returning the updates to the Planning Board's February 14<sup>th</sup> meeting for further review.

The Mayor opened the Public Hearing at 6:40 pm.

As there were no comments, the Mayor closed the Public hearing at 6:41 pm.

Member Rayborn made a motion to refer the LDO updates back to the Planning Board for further review at the February 14<sup>th</sup> meeting and to continue the Public Hearing to Council's February 15<sup>th</sup> meeting at 6:00 pm without further advertisement. 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 said the Public Hearing opened at the November 16<sup>th</sup> meeting but is not yet ready for discussion. He requested Council continue the hearing to the February 15<sup>th</sup> meeting without further advertisement.

The Mayor opened the Public Hearing at 6:42 pm

- a. Ron Cross, 5600 Wellsley Drive - He received a letter about the meeting, but his neighbors did not. He asked why certain members of the community received letters and others did not.

Johnson said state law requires written notice be mailed to adjacent property owners. The Town's ordinance extends it to a 500 foot radiance and we went one step further and notified everyone within 1,000 foot radius.

- b. Jose Arrigetta, 3901 Hunt Chase Drive in Fox Hollow – He supports what the first person said. It is important for them to receive the notifications. He and his neighbors want to know what will be built on the Johnson Farm property and how many trees will be removed.

The Mayor closed the Public Hearing at 6:44 pm.

Member Wolfe made a motion to continue the Public Hearing to the February 15<sup>th</sup> meeting at 6:00 pm without further advertisement. Member Capes made a second to the motion. The motion passed by a unanimous vote.

3. 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)
4. Public Hearing for consideration of Development Agreement for D. R. Horton property

Johnson stated there are two items, a rezoning request and an associated Development Agreement. Both need additional work and are not ready for the hearing. He asked Council to continue both the hearings to the February 15<sup>th</sup> meeting with no further advertisement.

The Mayor opened the Public Hearing at 6:46 pm.

- a. Ron Cross – asked if they will know what will be in the rezoning agreement?

The Mayor replied that he will know.

Member Wolfe made a motion to continue the Public Hearing on the rezoning request to the February 15<sup>th</sup> meeting at 6:00 pm without further advertisement. Member Cape made a second to the motion. The motion passed by a unanimous vote.

Member Wolfe made a motion to continue the Public Hearing on the Development Agreement to the February 15<sup>th</sup> meeting at 6:00 pm without further advertisement. Member Cape made a second to the motion. The motion passed by a unanimous vote.

#### Discussion of financing of golf equipment

Gallman stated the Town ordered golf equipment in July 2021 to be financed locally. A rate was locked in. Due to supply chain issues we have not received the equipment and the rate has expired. We will have to re-bid and she wanted to make Council aware of this.

#### **New business**

##### Appointment of Council representatives on Boards/Committees

1. Piedmont Triad Regional Council (PTRC) Delegate & Alternate

Member Wolfe made a motion to appoint Mayor Montgomery as the delegate. Member Capes made a second to the motion. The motion passed by a unanimous vote.

Member Wolfe made a motion to appoint Member Straughn as the alternate delegate. Member Capes made a second to the motion. The motion passed by a unanimous vote.



2. Transportation Advisory Committee (TAC) Representative and Alternate for the High Point Metropolitan Planning Organization (HPMPO)

Member Rayborn made a motion to appoint Member Wolfe to continue as the TAC representative. Member Capes made a second to the motion. The motion passed by a unanimous vote.

Member Wolfe made a motion to appoint Member Straughn as the alternate delegate. Member Capes made a second to the motion. The motion passed by a unanimous vote.

3. Appointment of Council Representative to Planning Board

Member Wolfe made a motion to appoint Member Rayborn to continue as the representative to the Planning Board. Member Capes made a second to the motion. The motion passed by a unanimous vote.

4. Appointment of Council Representative to Parks & Recreation Committee

Member Rayborn made a motion to appoint Member Capes as representative to the Parks and Recreation Committee. Member Wolfe made a second to the motion. The motion passed by a unanimous vote.

Manager report

Treme stated they held a strategic and budget planning retreat last Friday from 9 am to 1 pm. They reviewed the progress on the strategic plan and goals. Council members that could not attend will be briefed next week. Next year's budget process has begun and the current Capital Improvement Projects were discussed along with upcoming needs to be included in the new draft budget. The results of the wastewater needs study were presented for current and future capacity. Results are the Town has capacity for future growth and development. Also talked about was future staffing needs and maximizing space in Town Hall and the Fire Station. The Fire Department did a location study last year and it resulted in the current location being the best for now and future. It was announced that the construction of the maintenance facility is now out for bids. In February we are expecting a report on waste and recycling collection needs. We are working on a business continuity plan to ensure proper staffing for the Town. We do not have enough staff for back-ups for each position. Benchmark Planning continues to work with the Town on future growth. The focus in February and March will be on developing the budget for next year.

Council committee reports

Member Rayborn said the Planning Board did not meet in January. The AARP committee met via zoom in January and discussed future surveys and online education opportunities offered by the AARP.

Member Wolfe reported that the HPMPO TAC committee met today and she was elected chair person. They discussed the progress of different projects and policies of the DOT. High Point was awarded funds to do a system wide signal lights synchronization study and she would like to

have Jamestown added to that. The Council of Government gave a presentation on finding alternate sources for fuel tax for electric cars.

High School Representative Report

Conway stated school starts back with in person attendance Monday, January 31st. Winter sports are coming to an end and Covid testing for students has started.

Public comment - None

**Closed Session Per G.S. 143-318 to discuss matters related to Personnel**

Member Wolfe made a motion to go into closed session per G.S. 143-318.11 (a) (6) to discuss a personnel matter at 7:09 pm. Member Rayborn made a second to the motion. The motion passed with a unanimous vote.

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

Member Capes made a motion to return to open session at 7:26. Member Rayborn made a second to the motion. The motion passed with a unanimous vote.

Member Capes made a motion that the Mayor and Town Council authorize the Mayor to sign the contract with Matthew Johnson as Town Manager effective January 29, 2022 with a salary of \$112,500 per the terms and conditions set forth in the employment agreement. Member Wolfe made a second to the motion. The motion passed with a four to one vote with Member Rayborn against.

**Adjournment**

Member Rayborn made a motion to adjourn at 7:27 pm. Member Rayborn made a second to the motion. The motion passed by a unanimous vote.

The meeting adjourned at 7:27 pm.

\_\_\_\_\_  
Lynn Montgomery, Mayor

ATTEST: \_\_\_\_\_  
Nancy Avery, Interim Town Clerk

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

### TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Approval & sealing of closed session minutes -12/16/21 TC Meeting      **AGENDA ITEM #:** II-C

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 15, 2022

**ESTIMATED TIME FOR DISCUSSION:** 0 Minutes

**DEPARTMENT:** Administration

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

**SUMMARY:**

Approval and sealing of closed session minutes from December 16, 2021 TC meeting

**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

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

### TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Approval & sealing of closed session minutes -1/25/22 TC Meeting

**AGENDA ITEM #:** II-D

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 15, 2022

**ESTIMATED TIME FOR DISCUSSION:** 0 Minutes

**DEPARTMENT:** Administration

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

**SUMMARY:**

Approval and sealing of closed session minutes for January 25, 2022 meeting

**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

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Financial Analysis for January 2022

**AGENDA ITEM #:** II-E

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 15, 2022

**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 01-31-22.

Expenditures during January included marketing and branding, review of cell tower leases, replacement of 2 A/C units at Town Hall, chemicals and fence repair for golf course, sponsored benches, PTRWA debt service payment, and Covid expenses for purchased in-home Covid test kits for employees. Services during the month include Benchmark, Seth Harry, concept phase design services at Town Hall, stormwater study and painting hydrants.

All funds budgets look good at this point in the fiscal year. The Town received a big portion of Ad Valorem taxes collected for 2021. 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:**

**RECOMMENDATION/ACTION NEEDED:**

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:** Motion to approve Consent Agenda

**FOLLOW UP ACTION NEEDED:** None

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

Petty Cash	\$	1,350
Operating Cash		2,596,792
Certificates of Deposit		3,002,503
Money Market Accounts - First Bank		1,227,867
North Carolina Capital Management Trust		<u>10,136,806</u>
	\$	<u>16,965,317</u>

Reservations of cash:

Cash reserved for Randleman Reservoir	\$	601,357
Cash reserved by Powell Bill for street improvements		342,260
General Capital Reserve Fund		10,577
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		715,358
Water Sewer Capital Reserve Fund		<u>672,062</u>
	\$	<u>3,039,005</u>

Cash by Fund:

General	\$	4,564,964
General Capital Reserve Fund		10,577
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		715,358
Water/Sewer		9,703,608
Randleman Reservoir		601,357
Water/Sewer Capital Reserve Fund		<u>672,062</u>
	\$	<u>16,965,317</u>

Cash by Bank:

NCCMT	\$	10,136,806
Pinnacle Bank		4,596,792
First Bank		<u>2,230,370</u>
	\$	<u>16,963,967</u>

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

<b>Installment Purchase Debt:</b>	<b>Balance at 12/31/2021</b>	<b>Final Payment Date</b>	<b>Final Payment 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>\$ 627,186</u>		
<b>WATER &amp; SEWER FUND:</b>			
Water & Sewer Maintenance Facility Construction	<u>\$ 299,977</u>	11/3/2027	2027/2028

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

	<u>General Fund (#10)</u>	<u>General Capital Reserve Fund (#11)</u>	<u>Water/Sewer Fund (#30)</u>	<u>Randleman Reservoir Fund (#60)</u>	<u>Water/Sewer Capital Reserve Fund (#61)</u>	
Current Year Revenues (and transfers)	3,314,670	8,740	2,404,063	36,532	431,601	
% of budget received	48%	9%	43%	30%	100%	
% of budget, excluding appropriated fund balance, received	61%	9%	68%	100%	100%	
Expenditures (and transfers)	2,900,762	-	2,008,994	61,119	-	
% of budget expended	42%	0%	36%	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 Capital Project</u>	<u>Lydia (E Main) Capital Project</u>	<u>Oakdale Sidewalk Ph 3 Capital Project</u>	<u>Recreational Maint Facility Capital Project</u>	<u>Oakdale Sidewalk Ph 2 Capital Project</u>	<u>Special Revenue Grants Fund</u>
Life to Date Revenues & Other Financing Sources	1,614,259	1,963,050	218,581	584,180	79,589	715,358
% of budget received	91%	99%	32%	100%	40%	50%
Life to Date Expenditures	1,613,324	1,953,680	103,912	32,411	49,486	-
% of budget expended	91%	98%	15%	6%	25%	0%



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02/08/22  
11:14:52

TOWN OF JAMESTOWN, NC  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 1 / 22

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Report ID: B110

10 GENERAL FUND

Account	Received			Revenue	
	Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
3000					
3100 AD VALOREM TAXES	195,441.39	1,935,145.52	2,225,000.00	289,854.48	87 %
3101 Interest on Ad Valorem Taxes	0.00	1,089.79	2,500.00	1,410.21	44 %
3102 Tax and Tag revenue	16,360.60	97,964.83	219,890.00	121,925.17	45 %
3103 Interest on Tax and Tag Revenues	153.29	671.86	1,000.00	328.14	67 %
3230 SALES AND USE TAX	78,430.26	312,029.50	841,000.00	528,970.50	37 %
3250 Solid Waste Disposal Tax	0.00	1,517.23	3,250.00	1,732.77	47 %
3256 ELECTRICITY SALES TAX	0.00	58,141.60	208,000.00	149,858.40	28 %
3257 TELECOMMUNICATIONS SALES TAX	0.00	7,151.59	35,000.00	27,848.41	20 %
3258 PIPED NATURAL GAS SALES TAX	0.00	1,162.29	18,500.00	17,337.71	6 %
3261 VIDEO PROGRAMMING TAX	0.00	8,744.39	42,000.00	33,255.61	21 %
3316 POWELL BILL	0.00	107,705.13	100,000.00	-7,705.13	108 %
3322 ALCOHOLIC BEVERAGES TAX	0.00	0.00	19,500.00	19,500.00	0 %
3325 ABC DISTRIBUTION	0.00	25,000.00	50,000.00	25,000.00	50 %
3341 Telecommunications Planning Fees	0.00	3,500.00	7,500.00	4,000.00	47 %
3343 REVIEW FEES	400.00	12,446.00	7,500.00	-4,946.00	166 %
3344 CODE ENFORCEMENT FEES	0.00	0.00	100.00	100.00	0 %
3345 INSPECTION AND PERMIT FEES	0.00	175.00	200.00	25.00	88 %
3346 CELL TOWER RENTAL FEES	4,211.73	27,916.38	85,000.00	57,083.62	33 %
3348 REFUSE COLLECTION FEES	13,630.00	95,966.00	163,200.00	67,234.00	59 %
3600 GREEN FEES	4,318.00	309,597.00	515,000.00	205,403.00	60 %
3610 MECHANICAL CART RENTALS	2,695.00	168,514.00	270,000.00	101,486.00	62 %
3620 PULL CART RENTALS	0.00	159.00	300.00	141.00	53 %
3650 DRIVING RANGE	576.00	32,312.00	54,000.00	21,688.00	60 %
3660 GOLF SHOP CONCESSIONS SALES	990.94	54,440.68	82,800.00	28,359.32	66 %
3661 Golf Shop Grill Catering Revenues	0.00	0.00	500.00	500.00	0 %
3665 Golf Special Orders - Sales	0.00	7,129.39	9,000.00	1,870.61	79 %
3675 Golf Clubhouse Rental Fees	200.00	760.00	11,500.00	10,740.00	7 %
3831 INVESTMENT EARNINGS	1,172.04	4,431.97	2,500.00	-1,931.97	177 %
3832 Sponsorships	0.00	4,552.00	4,075.00	-477.00	112 %
3834 CIVIC CENTER RENTAL FEES	-125.00	0.00	0.00	0.00	** %
3836 SALES - PRO SHOP GOLF INVENTORY	486.25	31,820.16	57,800.00	25,979.84	55 %
3837 SHELTER RENTALS	0.00	1,350.00	2,500.00	1,150.00	54 %
3838 Building lease revenue	11.00	11.00	3,611.00	3,600.00	0 %
3839 MISCELLANEOUS REVENUES	2.94	295.82	1,000.00	704.18	30 %
3840 Rental Golf Sets	40.00	1,420.00	1,900.00	480.00	75 %
3841 Ball Field Rentals	0.00	1,550.00	6,000.00	4,450.00	26 %
3920 Issuance of installment purchase financing	0.00	0.00	301,000.00	301,000.00	0 %
3983 TRANSFER FROM GENERAL CAPITAL RESERVE FUND	0.00	0.00	76,600.00	76,600.00	0 %
3991 FUND BALANCE APPROPRIATED	0.00	0.00	1,438,915.00	1,438,915.00	0 %
<b>Account Group Total:</b>	<b>318,994.44</b>	<b>3,314,670.13</b>	<b>6,868,141.00</b>	<b>3,553,470.87</b>	<b>48 %</b>
<b>Fund Total:</b>	<b>318,994.44</b>	<b>3,314,670.13</b>	<b>6,868,141.00</b>	<b>3,553,470.87</b>	<b>48 %</b>

reclassified to Golf clubhouse rental fees

02/08/22  
11:15:20

TOWN OF JAMESTOWN, NC  
Budget vs. Actual Report  
For the Accounting Period: 1 / 22

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
4100 GOVERNING BODY EXPENDITURES							
1019	PROFESSIONAL SERVICES	7,843.50	49,814.05	37,876.95	87,691.00	90,000.00	2,309.00
2100	DEPARTMENT SUPPLIES	31.20	1,052.01	0.00	1,052.01	2,000.00	947.99
2200	FOOD AND PROVISIONS	489.30	1,827.65	0.00	1,827.65	2,500.00	672.35
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	200.00	200.00
2900	ASSETS NOT CAPITALIZED	0.00	6,982.74	0.00	6,982.74	7,000.00	17.26
3100	TRAVEL	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	500.00	0.00	500.00	2,500.00	2,000.00
3200	COMMUNICATIONS	0.00	116.00	0.00	116.00	1,500.00	1,384.00
3400	PRINTING	0.00	0.00	0.00	0.00	300.00	300.00
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	600.00	600.00
3800	DATA PROCESSING SERVICES	102.29	371.53	628.47	1,000.00	1,000.00	0.00
3950	DUES AND SUBSCRIPTIONS	0.00	2,008.00	0.00	2,008.00	2,500.00	492.00
3955	Permit Fees	0.00	0.00	0.00	0.00	800.00	800.00
3970	ELECTIONS	0.00	0.00	0.00	0.00	5,000.00	5,000.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	200.00	200.00
4990	OTHER CONTRACTED SERVICES	300.00	2,500.00	2,325.00	4,825.00	5,100.00	275.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Account Total:</b>		<b>8,766.29</b>	<b>65,171.98</b>	<b>40,830.42</b>	<b>106,002.40</b>	<b>122,200.00</b>	<b>16,197.60</b>
4200 ADMINISTRATION EXPENDITURES							
1000	SALARIES AND WAGES	23,538.00	157,395.50	0.00	157,395.50	345,000.00	187,604.50
1003	LONGEVITY PAY	0.00	4,242.00	0.00	4,242.00	4,350.00	108.00
1009	FICA EXPENSE	1,776.66	12,209.16	0.00	12,209.16	27,700.00	15,490.84
1010	RETIREMENT EXPENSE	1,520.52	11,784.98	0.00	11,784.98	37,500.00	25,715.02
1011	HEALTH INSURANCE EXPENSE	2,895.08	15,440.46	0.00	15,440.46	42,750.00	27,309.54
1012	FLEX ADMINISTRATION FEES	0.00	82.20	36.00	118.20	300.00	181.80
1013	RETIREE HEALTH INSURANCE EXPENSE	0.00	3,094.36	0.00	3,094.36	3,300.00	205.64
1014	WORKER'S COMPENSATION	0.00	657.40	0.00	657.40	800.00	142.60
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	200.00	200.00
1016	Wellness Program Expenditures	0.00	0.00	0.00	0.00	500.00	500.00
1017	401K EXPENSE	712.13	4,798.25	0.00	4,798.25	14,575.00	9,776.75
1019	PROFESSIONAL SERVICES	0.00	9,885.00	0.00	9,885.00	18,150.00	8,265.00
2100	DEPARTMENT SUPPLIES	80.00	857.97	44.95	902.92	1,700.00	797.08
2110	COVID SUPPLIES	285.12	285.12	0.00	285.12	300.00	14.88
2200	FOOD AND PROVISIONS	0.00	717.87	0.00	717.87	750.00	32.13
2600	OFFICE SUPPLIES	37.46	710.45	0.00	710.45	2,000.00	1,289.55
2900	ASSETS NOT CAPITALIZED	131.99	4,905.98	0.00	4,905.98	6,500.00	1,594.02
3100	TRAVEL	791.20	8,490.66	548.32	9,038.98	14,800.00	5,761.02
3150	CONFERENCE FEES AND SCHOOLS	0.00	585.00	0.00	585.00	3,000.00	2,415.00
3200	COMMUNICATIONS	140.91	3,020.52	2,219.41	5,239.93	9,700.00	4,460.07
3400	PRINTING	0.00	119.50	0.00	119.50	500.00	380.50
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	300.00	300.00
3800	DATA PROCESSING SERVICES	2,628.95	9,162.15	6,328.85	15,491.00	15,500.00	9.00
3950	DUES AND SUBSCRIPTIONS	225.00	6,908.95	0.00	6,908.95	9,500.00	2,591.05
3960	BANK AND MERCHANT FEES	3.00	3.00	0.00	3.00	200.00	197.00
3980	MISCELLANEOUS EXPENSE	10.00	316.60	0.00	316.60	750.00	433.40
4300	EQUIPMENT RENTAL	221.40	1,445.38	411.82	1,857.20	3,500.00	1,642.80
4400	SERVICE & MAINTENANCE CONTRACTS	0.00	276.63	453.37	730.00	11,000.00	10,270.00
4500	INSURANCE AND BONDING	0.00	459.59	0.00	459.59	1,000.00	540.41

02/08/22  
11:15:20

TOWN OF JAMESTOWN, NC  
Budget vs. Actual Report  
For the Accounting Period: 1 / 22

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
4990	OTHER CONTRACTED SERVICES	418.83	20,069.97	16,966.61	37,036.58	41,000.00	3,963.42
6820	First Bank Credit Card Encumbrance	0.00	0.00	2,000.00	2,000.00	3,000.00	1,000.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Account Total:</b>		<b>35,416.25</b>	<b>277,924.65</b>	<b>29,009.33</b>	<b>306,933.98</b>	<b>620,125.00</b>	<b>313,191.02</b>
4900 PLANNING DEPARTMENT EXPENDITURES							
1000	SALARIES AND WAGES	12,300.00	91,845.15	0.00	91,845.15	160,000.00	68,154.85
1003	LONGEVITY PAY	0.00	2,548.00	0.00	2,548.00	2,550.00	2.00
1009	FICA EXPENSE	926.44	7,167.73	0.00	7,167.73	12,500.00	5,332.27
1010	RETIREMENT EXPENSE	1,402.20	10,760.82	0.00	10,760.82	19,000.00	8,239.18
1011	HEALTH INSURANCE EXPENSE	1,930.06	13,510.42	0.00	13,510.42	23,400.00	9,889.58
1012	FLEX ADMINISTRATION FEES	0.00	82.20	72.00	154.20	200.00	45.80
1014	WORKER'S COMPENSATION	0.00	410.87	0.00	410.87	500.00	89.13
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	500.00	500.00
1017	401K EXPENSE	553.44	4,232.54	0.00	4,232.54	7,200.00	2,967.46
2100	DEPARTMENT SUPPLIES	0.00	708.81	0.00	708.81	4,500.00	3,791.19
2110	COVID SUPPLIES	103.68	103.68	0.00	103.68	105.00	1.32
2200	FOOD AND PROVISIONS	46.96	671.30	0.00	671.30	1,500.00	828.70
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00
2520	FUELS - GAS & OIL	94.72	200.79	0.00	200.79	750.00	549.21
2600	OFFICE SUPPLIES	0.00	6.57	0.00	6.57	5,000.00	4,993.43
2900	ASSETS NOT CAPITALIZED	0.00	4,332.76	0.00	4,332.76	4,500.00	167.24
3100	TRAVEL	0.00	1,125.52	0.00	1,125.52	3,500.00	2,374.48
3150	CONFERENCE FEES AND SCHOOLS	415.00	1,294.00	0.00	1,294.00	5,000.00	3,706.00
3200	COMMUNICATIONS	100.00	1,243.54	856.46	2,100.00	4,700.00	2,600.00
3400	PRINTING	0.00	739.50	0.00	739.50	1,000.00	260.50
3500	REPAIRS AND MAINTENANCE	0.00	359.85	0.00	359.85	500.00	140.15
3700	MARKETING / ADVERTISING	① 7,500.00	11,218.75	9,875.00	21,093.75	21,150.00	56.25
3800	DATA PROCESSING SERVICES	1,100.71	4,397.15	5,602.85	10,000.00	12,000.00	2,000.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	0.00	250.00	250.00	250.00	0.00
3950	DUES AND SUBSCRIPTIONS	105.98	6,013.96	635.88	6,649.84	9,500.00	2,850.16
3980	MISCELLANEOUS EXPENSE	0.00	173.80	0.00	173.80	1,000.00	826.20
4400	SERVICE & MAINTENANCE CONTRACTS	0.00	679.00	0.00	679.00	700.00	21.00
4500	INSURANCE AND BONDING	0.00	137.87	0.00	137.87	300.00	162.13
4990	OTHER CONTRACTED SERVICES	② 2,100.00	159,114.00	42,214.40	201,328.40	224,700.00	23,371.60
4991	Telecommunications Contracted	③ 2,000.00	3,000.00	4,500.00	7,500.00	7,500.00	0.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	2,000.00	2,000.00	2,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	795.00	795.00
<b>Account Total:</b>		<b>30,679.19</b>	<b>326,078.58</b>	<b>66,006.59</b>	<b>392,085.17</b>	<b>537,300.00</b>	<b>145,214.83</b>
5000 BUILDING & GROUNDS EXPENDITURES							
2100	DEPARTMENT SUPPLIES	461.80	3,432.95	856.56	4,289.51	8,000.00	3,710.49
2140	SEED and SOD	0.00	600.00	0.00	600.00	600.00	0.00
2141	CHEMICALS	0.00	0.00	0.00	0.00	500.00	500.00
2142	FERTILIZER AND LIME	0.00	161.00	0.00	161.00	600.00	439.00
2144	MULCH & PINE NEEDLES	0.00	0.00	0.00	0.00	2,500.00	2,500.00
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	77.57	0.00	77.57	2,500.00	2,422.43
2900	ASSETS NOT CAPITALIZED	0.00	9,378.42	0.00	9,378.42	10,000.00	621.58
3200	COMMUNICATIONS	38.01	900.42	877.64	1,778.06	2,000.00	221.94
3300	UTILITIES	1,691.32	8,548.00	2,594.95	11,142.95	28,000.00	16,857.05
3350	Water Utilities	99.41	99.41	0.00	99.41	400.00	300.59

- ① Tiger moth creative, marketing / Branding
- ② Seth Hamy, Benchmark
- ③ review of cell tower leases

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TOWN OF JAMESTOWN, NC  
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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
3500	REPAIRS AND MAINTENANCE	140.00	252.00	700.00	952.00	50,000.00	49,048.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	500.00	500.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4300	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	200.00	200.00
4400	SERVICE & MAINTENANCE CONTRACTS	2,289.00	21,141.00	11,913.00	33,054.00	38,000.00	4,946.00
4500	INSURANCE AND BONDING	0.00	11,489.44	0.00	11,489.44	25,000.00	13,510.56
4990	OTHER CONTRACTED SERVICES	④ 5,106.72	11,405.01	300.00	11,705.01	12,000.00	294.99
5800	CAPITAL OUTLAY - BUILDINGS &	⑤ 11,925.00	11,925.00	0.00	11,925.00	60,000.00	48,075.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	2,000.00	2,000.00
<b>Account Total:</b>		<b>21,751.26</b>	<b>79,410.22</b>	<b>17,242.15</b>	<b>96,652.37</b>	<b>243,300.00</b>	<b>146,647.63</b>
5100 PUBLIC SAFETY EXPENDITURES							
4910	SHERIFF CONTRACT	0.00	71,564.37	0.00	71,564.37	515,000.00	443,435.63
4911	Sheriff Off Duty - Town events	0.00	3,349.20	1,628.40	4,977.60	5,000.00	22.40
4912	Sheriff off-duty for non-profit	0.00	1,013.52	0.00	1,013.52	3,000.00	1,986.48
4920	ANIMAL CONTROL CONTRACT	3,066.00	6,132.00	0.00	6,132.00	12,500.00	6,368.00
<b>Account Total:</b>		<b>3,066.00</b>	<b>82,059.09</b>	<b>1,628.40</b>	<b>83,687.49</b>	<b>535,500.00</b>	<b>451,812.51</b>
5300 FIRE EXPENSES							
3956	Fire Inspection Fees	0.00	0.00	0.00	0.00	10,000.00	10,000.00
3980	MISCELLANEOUS EXPENSE	0.00	177.43	0.00	177.43	200.00	22.57
4900	PINECROFT SEDGFIELD FIRE CONTRACT	0.00	522,274.44	0.00	522,274.44	696,366.00	174,091.56
4990	OTHER CONTRACTED SERVICES	0.00	2,897.50	0.00	2,897.50	2,900.00	2.50
5500	CAPITAL OUTLAY EQUIPMENT	0.00	2,970.82	0.00	2,970.82	5,800.00	2,829.18
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
<b>Account Total:</b>		<b>0.00</b>	<b>528,320.19</b>	<b>0.00</b>	<b>528,320.19</b>	<b>716,266.00</b>	<b>187,945.81</b>
5600 STREET MAINTENANCE EXPENDITURES							
2100	DEPARTMENT SUPPLIES	163.19	2,438.54	1,980.00	4,418.54	6,000.00	1,581.46
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	0.00	0.00	0.00	6,000.00	6,000.00
2500	VEHICLE SUPPLIES	0.00	5,278.97	0.00	5,278.97	7,000.00	1,721.03
2520	FUELS - GAS & OIL	2,936.14	2,936.14	0.00	2,936.14	3,000.00	63.86
2900	ASSETS NOT CAPITALIZED	⑥ 6,344.10	17,795.37	2,637.30	20,432.67	34,075.00	13,642.33
3300	UTILITIES	13,386.54	82,238.18	0.00	82,238.18	120,000.00	37,761.82
3500	REPAIRS AND MAINTENANCE	0.00	2,741.37	0.00	2,741.37	8,000.00	5,258.63
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	500.00	500.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	500.00	500.00
3955	Permit Fees	0.00	0.00	0.00	0.00	1,100.00	1,100.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	100.00	100.00
4400	SERVICE & MAINTENANCE CONTRACTS	160.00	1,120.00	800.00	1,920.00	2,000.00	80.00
4500	INSURANCE AND BONDING	0.00	551.49	0.00	551.49	1,200.00	648.51
4980	STORMWATER FEES	0.00	5,605.00	0.00	5,605.00	6,000.00	395.00
4990	OTHER CONTRACTED SERVICES	⑦ 2,947.00	44,192.50	20,880.50	65,073.00	105,174.00	40,101.00
5400	CAPITAL OUTLAY - MOTOR VEHICLES	0.00	0.00	32,506.00	32,506.00	32,506.00	0.00
5500	CAPITAL OUTLAY EQUIPMENT	0.00	0.00	0.00	0.00	12,000.00	12,000.00
5700	CAPITAL OUTLAY - LAND IMPR -	0.00	1,000.00	0.00	1,000.00	206,000.00	205,000.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
<b>Account Total:</b>		<b>25,936.97</b>	<b>165,897.56</b>	<b>58,803.80</b>	<b>224,701.36</b>	<b>552,155.00</b>	<b>327,453.64</b>

- ④ Concept phase design Services - Town Hall, Johnson Controls Fire Protection - Library
- ⑤ Replace AIC unit - 2 offices @ Town Hall
- ⑥ Sponsored benches
- ⑦ Stormwater Study

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TOWN OF JAMESTOWN, NC  
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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
5800 SANITATION EXPENDITURES							
1000	SALARIES AND WAGES	6,526.68	46,970.46	0.00	46,970.46	112,500.00	65,529.54
1003	LONGEVITY PAY	0.00	1,260.00	0.00	1,260.00	1,650.00	390.00
1009	FICA EXPENSE	486.77	3,610.49	0.00	3,610.49	9,000.00	5,389.51
1010	RETIREMENT EXPENSE	746.89	5,518.25	0.00	5,518.25	12,750.00	7,231.75
1011	HEALTH INSURANCE EXPENSE	1,930.06	13,510.42	0.00	13,510.42	34,100.00	20,589.58
1012	FLEX ADMINISTRATION FEES	0.00	178.10	72.00	250.10	400.00	149.90
1013	RETIREE HEALTH INSURANCE EXPENSE	0.00	1,534.56	0.00	1,534.56	1,800.00	265.44
1014	WORKER'S COMPENSATION	0.00	6,163.10	0.00	6,163.10	7,500.00	1,336.90
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	4,000.00	4,000.00
1017	401K EXPENSE	278.12	2,080.42	0.00	2,080.42	4,900.00	2,819.58
2100	DEPARTMENT SUPPLIES	0.00	793.00	0.00	793.00	2,000.00	1,207.00
2110	COVID SUPPLIES	103.68	103.68	0.00	103.68	105.00	1.32
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	100.00	100.00
2500	VEHICLE SUPPLIES	1,155.43	10,159.87	0.00	10,159.87	10,500.00	340.13
2520	FUELS - GAS & OIL	(B) -1,757.44	7,491.82	9,572.04	17,063.86	20,000.00	2,936.14
3200	COMMUNICATIONS	63.01	403.06	200.00	603.06	1,000.00	396.94
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	4,000.00	4,000.00
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	600.00	600.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	51.00	949.00	1,000.00	1,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	4,199.24	28,343.27	36,656.73	65,000.00	65,000.00	0.00
3945	Recycle Fees	8,209.18	57,464.26	42,375.74	99,840.00	105,000.00	5,160.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	200.00	200.00
4500	INSURANCE AND BONDING	0.00	1,148.94	0.00	1,148.94	2,500.00	1,351.06
4990	OTHER CONTRACTED SERVICES	0.00	22,567.68	5,892.09	28,459.77	28,950.00	490.23
5400	CAPITAL OUTLAY - MOTOR VEHICLES	0.00	0.00	197,787.71	197,787.71	220,000.00	22,212.29
9700	CONTINGENCY	0.00	0.00	0.00	0.00	895.00	895.00
<b>Account Total:</b>		<b>21,941.62</b>	<b>209,352.38</b>	<b>293,505.31</b>	<b>502,857.69</b>	<b>650,450.00</b>	<b>147,592.31</b>
6200 RECREATION EXPENDITURES							
1000	SALARIES AND WAGES	7,452.00	57,532.54	0.00	57,532.54	121,000.00	63,467.46
1003	LONGEVITY PAY	0.00	2,527.00	0.00	2,527.00	2,850.00	323.00
1009	FICA EXPENSE	561.15	4,540.27	0.00	4,540.27	9,500.00	4,959.73
1010	RETIREMENT EXPENSE	852.39	6,823.19	0.00	6,823.19	11,500.00	4,676.81
1011	HEALTH INSURANCE EXPENSE	1,930.05	12,980.66	0.00	12,980.66	23,400.00	10,419.34
1012	FLEX ADMINISTRATION FEES	0.00	82.20	36.00	118.20	200.00	81.80
1014	WORKER'S COMPENSATION	0.00	2,465.24	0.00	2,465.24	3,000.00	534.76
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	200.00	200.00
1017	401K EXPENSE	335.34	2,459.42	0.00	2,459.42	4,450.00	1,990.58
2100	DEPARTMENT SUPPLIES	424.85	3,402.90	100.00	3,502.90	10,000.00	6,497.10
2110	COVID SUPPLIES	103.68	103.68	0.00	103.68	105.00	1.32
2140	SEED and SOD	0.00	170.00	0.00	170.00	1,000.00	830.00
2141	CHEMICALS	0.00	551.75	0.00	551.75	4,000.00	3,448.25
2142	FERTILIZER AND LIME	0.00	705.00	0.00	705.00	2,000.00	1,295.00
2143	IRRIGATION SUPPLIES	0.00	0.00	0.00	0.00	1,200.00	1,200.00
2144	MULCH & PINE NEEDLES	0.00	14.62	0.00	14.62	4,500.00	4,485.38
2145	TOPSOIL (Sand)	0.00	0.00	0.00	0.00	1,500.00	1,500.00
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	50.00	50.00
2400	CONSTRUCTION & REPAIR SUPPLIES	171.43	1,426.44	0.00	1,426.44	3,000.00	1,573.56
2500	VEHICLE SUPPLIES	0.00	414.36	0.00	414.36	1,000.00	585.64
2520	FUELS - GAS & OIL	1,422.04	2,872.43	0.00	2,872.43	5,500.00	2,627.57

(B) Posting to Department where gas/fuel used

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TOWN OF JAMESTOWN, NC  
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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2550	EQUIPMENT SUPPLIES	14.45	748.97	0.00	748.97	3,500.00	2,751.03
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	300.00	300.00
2900	ASSETS NOT CAPITALIZED	0.00	5,094.06	0.00	5,094.06	6,900.00	1,805.94
3100	TRAVEL	0.00	36.00	0.00	36.00	1,000.00	964.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	0.00	0.00	0.00	1,500.00	1,500.00
3200	COMMUNICATIONS	74.54	1,835.70	1,661.78	3,497.48	4,000.00	502.52
3300	UTILITIES	2,262.85	7,211.40	0.00	7,211.40	13,500.00	6,288.60
3350	Water Utilities	0.00	157.67	0.00	157.67	650.00	492.33
3500	REPAIRS AND MAINTENANCE	27.20	27.20	565.00	592.20	2,500.00	1,907.80
3800	DATA PROCESSING SERVICES	40.69	146.05	253.95	400.00	400.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	166.00	334.00	500.00	500.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	465.46	0.00	465.46	500.00	34.54
3950	DUES AND SUBSCRIPTIONS	0.00	410.00	0.00	410.00	420.00	10.00
3980	MISCELLANEOUS EXPENSE	0.00	130.35	0.00	130.35	500.00	369.65
3981	Special Events	0.00	6,360.00	1,305.00	7,665.00	14,000.00	6,335.00
4101	Library Services	0.00	40,000.00	0.00	40,000.00	54,000.00	14,000.00
4102	Recreation Services	0.00	12,750.00	0.00	12,750.00	25,500.00	12,750.00
4103	Culture/Historical Services	0.00	10,500.00	0.00	10,500.00	10,500.00	0.00
4300	EQUIPMENT RENTAL	145.42	13,973.79	8,942.43	22,916.22	23,000.00	83.78
4400	SERVICE & MAINTENANCE CONTRACTS	140.00	1,880.00	700.00	2,580.00	3,000.00	420.00
4500	INSURANCE AND BONDING	0.00	944.08	0.00	944.08	2,000.00	1,055.92
4990	OTHER CONTRACTED SERVICES	0.00	500.00	0.00	500.00	5,000.00	4,500.00
5500	CAPITAL OUTLAY EQUIPMENT	0.00	10,730.00	0.00	10,730.00	10,500.00	-230.00
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	0.00	0.00	0.00	172,100.00	172,100.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	845.00	845.00
<b>Account Total:</b>		<b>15,958.08</b>	<b>213,138.43</b>	<b>13,898.16</b>	<b>227,036.59</b>	<b>566,570.00</b>	<b>339,533.41</b>
6300	GOLF COURSE MAINTENANCE						
1000	SALARIES AND WAGES	27,230.01	196,968.83	0.00	196,968.83	400,000.00	203,031.17
1003	LONGEVITY PAY	0.00	3,388.00	0.00	3,388.00	3,500.00	112.00
1009	FICA EXPENSE	1,993.51	14,734.11	0.00	14,734.11	31,000.00	16,265.89
1010	RETIREMENT EXPENSE	3,124.17	22,768.87	0.00	22,768.87	41,000.00	18,231.13
1011	HEALTH INSURANCE EXPENSE	6,755.20	44,873.83	0.00	44,873.83	82,000.00	37,126.17
1012	FLEX ADMINISTRATION FEES	0.00	0.00	36.00	36.00	500.00	464.00
1013	RETIREE HEALTH INSURANCE EXPENSE	220.32	1,542.24	0.00	1,542.24	10,800.00	9,257.76
1014	WORKER'S COMPENSATION	0.00	4,519.61	0.00	4,519.61	5,500.00	980.39
1015	Unemployment Compensation	0.00	3,373.00	0.00	3,373.00	6,000.00	2,627.00
1017	401K EXPENSE	1,225.30	8,803.02	0.00	8,803.02	13,750.00	4,946.98
1018	457b EXPENSE	0.00	0.00	0.00	0.00	2,300.00	2,300.00
2100	DEPARTMENT SUPPLIES	276.91	5,858.52	880.00	6,738.52	8,500.00	1,761.48
2110	COVID SUPPLIES	388.80	388.80	0.00	388.80	400.00	11.20
2140	SEED and SOD	0.00	0.00	0.00	0.00	4,000.00	4,000.00
2141	CHEMICALS	5,835.50	25,546.50	1,097.00	26,643.50	45,000.00	18,356.50
2142	FERTILIZER AND LIME	0.00	1,986.50	945.00	2,931.50	30,000.00	27,068.50
2143	IRRIGATION SUPPLIES	1,233.00	2,974.39	195.81	3,170.20	7,000.00	3,829.80
2144	MULCH & PINE NEEDLES	0.00	0.00	0.00	0.00	3,000.00	3,000.00
2145	TOPSOIL (Sand)	0.00	1,835.92	0.00	1,835.92	10,000.00	8,164.08
2155	TEE AND GREEN SUPPLIES	0.00	1,959.41	0.00	1,959.41	3,000.00	1,040.59
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	200.00	200.00
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	833.22	0.00	833.22	5,000.00	4,166.78
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00

⑨ Chemicals for golf course

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TOWN OF JAMESTOWN, NC  
Budget vs. Actual Report  
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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2520	FUELS - GAS & OIL	-641.44	8,642.42	10,284.36	18,926.78	22,000.00	3,073.22
2550	EQUIPMENT SUPPLIES	275.01	15,730.85	2,953.05	18,683.90	20,000.00	1,316.10
2600	OFFICE SUPPLIES	0.00	131.96	0.00	131.96	500.00	368.04
2900	ASSETS NOT CAPITALIZED	2,928.00	3,549.36	2,200.00	5,749.36	7,200.00	1,450.64
3100	TRAVEL	0.00	2,129.78	0.00	2,129.78	3,000.00	870.22
3150	CONFERENCE FEES AND SCHOOLS	0.00	945.00	0.00	945.00	1,500.00	555.00
3200	COMMUNICATIONS	245.27	3,240.94	2,183.50	5,424.44	6,500.00	1,075.56
3300	UTILITIES	1,393.92	6,784.72	1,200.81	7,985.53	19,000.00	11,014.47
3350	Water Utilities	0.00	157.67	0.00	157.67	350.00	192.33
3500	REPAIRS AND MAINTENANCE	0.00	1,350.00	0.00	1,350.00	10,100.00	8,750.00
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	300.00	300.00
3800	DATA PROCESSING SERVICES	110.14	417.08	282.92	700.00	700.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	109.00	1,391.00	1,500.00	1,500.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	134.41	1,640.57	624.89	2,265.46	3,000.00	734.54
3950	DUES AND SUBSCRIPTIONS	75.00	2,852.49	0.00	2,852.49	4,000.00	1,147.51
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4300	EQUIPMENT RENTAL	3,403.59	34,333.41	27,052.69	61,386.10	62,000.00	613.90
4400	SERVICE & MAINTENANCE CONTRACTS	40.00	280.00	200.00	480.00	4,000.00	3,520.00
4500	INSURANCE AND BONDING	2,802.37	8,794.66	0.00	8,794.66	12,000.00	3,205.34
4950	LAB TESTING	0.00	0.00	0.00	0.00	600.00	600.00
4990	OTHER CONTRACTED SERVICES	0.00	260.01	0.00	260.01	7,000.00	6,739.99
5500	CAPITAL OUTLAY EQUIPMENT	0.00	33,378.25	81,063.60	114,441.85	114,500.00	58.15
5700	CAPITAL OUTLAY - LAND IMPR -	0.00	0.00	0.00	0.00	25,000.00	25,000.00
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	0.00	0.00	0.00	120,000.00	120,000.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	2,000.00	2,000.00	2,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,600.00	1,600.00
<b>Account Total:</b>		<b>59,048.99</b>	<b>467,082.94</b>	<b>134,590.63</b>	<b>601,673.57</b>	<b>1,161,800.00</b>	<b>560,126.43</b>
6301	GOLF SHOP EXPENDITURES						
1000	SALARIES AND WAGES	17,858.21	156,661.29	0.00	156,661.29	293,000.00	136,338.71
1003	LONGEVITY PAY	0.00	3,187.00	0.00	3,187.00	3,300.00	113.00
1009	FICA EXPENSE	1,376.95	12,311.51	0.00	12,311.51	23,000.00	10,688.49
1010	RETIREMENT EXPENSE	1,694.56	12,740.34	0.00	12,740.34	22,000.00	9,259.66
1011	HEALTH INSURANCE EXPENSE	3,858.23	27,007.61	0.00	27,007.61	46,500.00	19,492.39
1012	FLEX ADMINISTRATION FEES	0.00	0.00	0.00	0.00	100.00	100.00
1013	RETIREE HEALTH INSURANCE EXPENSE	0.00	2,701.20	0.00	2,701.20	9,700.00	6,998.80
1014	WORKER'S COMPENSATION	0.00	1,314.80	0.00	1,314.80	1,600.00	285.20
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	1,000.00	1,000.00
1017	401K EXPENSE	629.34	4,709.37	0.00	4,709.37	8,250.00	3,540.63
2100	DEPARTMENT SUPPLIES	84.16	4,351.33	1,209.64	5,560.97	9,500.00	3,939.03
2101	Grill Supplies	86.62	1,431.27	3,568.73	5,000.00	8,500.00	3,500.00
2110	COVID SUPPLIES	1,010.88	1,010.88	0.00	1,010.88	1,100.00	89.12
2156	RANGE SUPPLIES	0.00	3,228.37	2,625.00	5,853.37	6,000.00	146.63
2200	FOOD AND PROVISIONS	314.41	314.41	0.00	314.41	350.00	35.59
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	0.00	0.00	0.00	1,000.00	1,000.00
2600	OFFICE SUPPLIES	0.00	451.99	0.00	451.99	1,000.00	548.01
2700	GOLF INVENTORY FOR RESALE	3,253.50	22,303.38	13,923.93	36,227.31	49,000.00	12,772.69
2705	Golf Special Orders - Purchases	0.00	5,280.39	585.00	5,865.39	7,500.00	1,634.61
2710	CONCESSION INVENTORY RESALE	576.76	16,856.87	15,143.13	32,000.00	32,000.00	0.00
2715	Food purchased not in inventory	838.05	7,293.00	6,751.29	14,044.29	16,000.00	1,955.71
2900	ASSETS NOT CAPITALIZED	0.00	410.00	800.00	1,210.00	2,500.00	1,290.00

*Greens Groomer*

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10 Fence repair- golf course

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
3100	TRAVEL	0.00	0.00	0.00	0.00	500.00	500.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3200	COMMUNICATIONS	262.55	4,791.70	4,258.84	9,050.54	11,000.00	1,949.46
3300	UTILITIES	1,107.74	6,632.76	1,582.08	8,214.84	17,000.00	8,785.16
3350	Water Utilities	0.00	157.66	0.00	157.66	300.00	142.34
3400	PRINTING	0.00	54.00	0.00	54.00	250.00	196.00
3500	REPAIRS AND MAINTENANCE	682.00	1,526.65	1,555.00	3,081.65	3,000.00	-81.65
3700	MARKETING / ADVERTISING	60.40	517.80	382.20	900.00	10,000.00	9,100.00
3800	DATA PROCESSING SERVICES	1,419.45	5,568.81	2,831.19	8,400.00	8,400.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	342.00	1,658.00	2,000.00	2,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	125.41	1,130.10	669.90	1,800.00	2,500.00	700.00
3950	DUES AND SUBSCRIPTIONS	0.00	0.00	0.00	0.00	800.00	800.00
3955	Permit Fees	0.00	120.00	0.00	120.00	200.00	80.00
3960	BANK AND MERCHANT FEES	1,372.66	13,969.63	8,179.91	22,149.54	22,500.00	350.46
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	250.00	250.00
4300	EQUIPMENT RENTAL	146.81	1,027.67	1,018.04	2,045.71	2,500.00	454.29
4310	GOLF CART RENTALS	5,327.28	42,618.24	21,309.12	63,927.36	65,800.00	1,872.64
4311	SALES AND USE TAX PAID	2,593.39	12,548.81	0.00	12,548.81	18,000.00	5,451.19
4400	SERVICE & MAINTENANCE CONTRACTS	1,001.32	8,195.08	4,730.72	12,925.80	16,000.00	3,074.20
4500	INSURANCE AND BONDING	0.00	6,742.23	0.00	6,742.23	15,000.00	8,257.77
4990	OTHER CONTRACTED SERVICES	186.00	2,406.01	0.00	2,406.01	5,000.00	2,593.99
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	0.00	22,852.60	22,852.60	25,000.00	2,147.40
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
<b>Account Total:</b>		<b>45,866.68</b>	<b>391,914.16</b>	<b>115,634.32</b>	<b>507,548.48</b>	<b>769,900.00</b>	<b>262,351.52</b>
8000 Debt Service							
7100	DEBT PRINCIPAL PAYMENTS	0.00	77,417.50	0.00	77,417.50	223,500.00	146,082.50
7200	DEBT INTEREST PAYMENTS	0.00	8,254.22	0.00	8,254.22	24,000.00	15,745.78
<b>Account Total:</b>		<b>0.00</b>	<b>85,671.72</b>	<b>0.00</b>	<b>85,671.72</b>	<b>247,500.00</b>	<b>161,828.28</b>
9600 OTHER FINANCING USES							
9600	TRANSFERS TO OTHER FUNDS	8,740.40	8,740.40	0.00	8,740.40	145,075.00	136,334.60
<b>Account Total:</b>		<b>8,740.40</b>	<b>8,740.40</b>	<b>0.00</b>	<b>8,740.40</b>	<b>145,075.00</b>	<b>136,334.60</b>
<b>Account Group Total:</b>		<b>277,171.73</b>	<b>2,900,762.30</b>	<b>771,149.11</b>	<b>3,671,911.41</b>	<b>6,868,141.00</b>	<b>3,196,229.59</b>
<b>Fund Total:</b>		<b>277,171.73</b>	<b>2,900,762.30</b>	<b>771,149.11</b>	<b>3,671,911.41</b>	<b>6,868,141.00</b>	<b>3,196,229.59</b>

Transfer 24 of tax collection to  
General Capital Reserve



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TOWN OF JAMESTOWN, NC  
Statement of Revenue Budget vs Actuals  
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11 General Capital Reserve Fund

Account	Received		Estimated Revenue	Revenue %	
	Current Month	Received YTD		To Be Received	Received
3000					
3831 INVESTMENT EARNINGS	0.00	0.02	10.00	9.98	0 %
3981 TRANSFER FROM GENERAL FUND	8,740.40	8,740.40	101,000.00	92,259.60	9 %
<b>Account Group Total:</b>	<b>8,740.40</b>	<b>8,740.42</b>	<b>101,010.00</b>	<b>92,269.58</b>	<b>9 %</b>
<b>Fund Total:</b>	<b>8,740.40</b>	<b>8,740.42</b>	<b>101,010.00</b>	<b>92,269.58</b>	<b>9 %</b>

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11 General Capital Reserve Fund

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
9600	OTHER FINANCING USES						
	9600 TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	76,600.00	76,600.00
	9800 RESERVE FOR FUTURE EXPENDITURES	0.00	0.00	0.00	0.00	24,410.00	24,410.00
	<b>Account Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>101,010.00</b>	<b>101,010.00</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>101,010.00</b>	<b>101,010.00</b>
	<b>Fund Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>101,010.00</b>	<b>101,010.00</b>

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TOWN OF JAMESTOWN, NC  
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30 WATER AND SEWER

Account	Received		Estimated Revenue	Revenue	%
	Current Month	Received YTD		To Be Received	Received
3000					
3345 INSPECTION AND PERMIT FEES	158.06	649.26	3,200.00	2,550.74	20 %
3710 UTILITY CHARGE - WATER	81,226.90	540,118.31	925,000.00	384,881.69	58 %
3720 UTILITY CHARGE - SEWER	516,709.94	1,575,196.28	2,415,000.00	839,803.72	65 %
3741 Meter Fee	0.00	300.00	500.00	200.00	60 %
3742 System Development Fees to be transferred	0.00	187,275.00	0.00	-187,275.00	** %
3743 System Admin / Installation fee	0.00	200.00	100.00	-100.00	200 %
3745 Connection Fees - Water and Sewer	900.00	6,050.00	10,000.00	3,950.00	61 %
3750 NONPAYMENT / RECONNECTION FEES	3,200.00	13,750.00	12,000.00	-1,750.00	115 %
3755 Return Check Fees	0.00	100.00	350.00	250.00	29 %
3760 LATE FEES	1,970.00	13,270.00	18,000.00	4,730.00	74 %
3765 CREDIT CARD ADMINISTRATION FEES	44.87	341.80	200.00	-141.80	171 %
3831 INVESTMENT EARNINGS	1,101.28	1,384.59	5,000.00	3,615.41	28 %
3839 MISCELLANEOUS REVENUES	20.00	309.60	100.00	-209.60	310 %
3910 Insurance Recoveries	① 3,336.25	3,999.71	0.00	-3,999.71	** %
3987 TRANSFER FROM RANDLEMAN CAPITAL RESERVE FUND	0.00	61,118.73	123,000.00	61,881.27	50 %
3992 NET POSITION APPROPRIATED	0.00	0.00	2,046,355.00	2,046,355.00	0 %
<b>Account Group Total:</b>	<b>608,667.30</b>	<b>2,404,063.28</b>	<b>5,558,805.00</b>	<b>3,154,741.72</b>	<b>43 %</b>
<b>Fund Total:</b>	<b>608,667.30</b>	<b>2,404,063.28</b>	<b>5,558,805.00</b>	<b>3,154,741.72</b>	<b>43 %</b>

① Insurance claim, public service truck damaged from deer

30 WATER AND SEWER

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
7100	WATER AND SEWER						
1000	SALARIES AND WAGES	59,490.39	386,491.15	0.00	386,491.15	708,000.00	321,508.85
1003	LONGEVITY PAY	0.00	14,325.00	0.00	14,325.00	14,500.00	175.00
1009	FICA EXPENSE	4,531.02	30,632.28	0.00	30,632.28	55,500.00	24,867.72
1010	RETIREMENT EXPENSE	6,781.89	45,692.98	0.00	45,692.98	80,000.00	34,307.02
1011	HEALTH INSURANCE EXPENSE	11,580.35	80,097.46	0.00	80,097.46	140,100.00	60,002.54
1012	FLEX ADMINISTRATION FEES	0.00	260.30	144.00	404.30	600.00	195.70
1013	RETIREE HEALTH INSURANCE EXPENSE	1,357.23	5,996.31	0.00	5,996.31	12,800.00	6,803.69
1014	WORKER'S COMPENSATION	0.00	10,556.22	0.00	10,556.22	11,000.00	443.78
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	2,000.00	2,000.00
1017	401K EXPENSE	2,163.00	16,641.69	0.00	16,641.69	31,500.00	14,858.31
1019	PROFESSIONAL SERVICES	1,861.75	9,636.75	0.00	9,636.75	11,450.00	1,813.25
2100	DEPARTMENT SUPPLIES	714.97	11,677.65	4,276.78	15,954.43	30,000.00	14,045.57
2105	WATER METERS	5,550.00	5,550.00	0.00	5,550.00	30,000.00	24,450.00
2110	COVID SUPPLIES	596.16	596.16	0.00	596.16	0.00	-596.16
2200	FOOD AND PROVISIONS	119.25	218.75	0.00	218.75	1,000.00	781.25
2400	CONSTRUCTION & REPAIR SUPPLIES	418.83	6,174.60	2,679.97	8,854.57	15,000.00	6,145.43
2500	VEHICLE SUPPLIES	388.01	1,851.40	0.00	1,851.40	7,500.00	5,648.60
2520	FUELS - GAS & OIL	3,728.75	14,768.46	7,231.54	22,000.00	22,000.00	0.00
2550	EQUIPMENT SUPPLIES	710.19	2,495.34	0.00	2,495.34	5,000.00	2,504.66
2600	OFFICE SUPPLIES	0.00	739.76	0.00	739.76	2,000.00	1,260.24
2750	PURCHASE OF WATER	21,709.46	129,594.35	135,256.08	264,850.43	365,000.00	100,149.57
2755	Water Transmission Fees	1,692.30	10,153.80	0.00	10,153.80	26,000.00	15,846.20
2900	ASSETS NOT CAPITALIZED	295.99	4,679.49	40.50	4,719.99	25,000.00	20,280.01
3100	TRAVEL	0.00	191.00	0.00	191.00	4,500.00	4,309.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	2,915.00	0.00	2,915.00	7,500.00	4,585.00
3200	COMMUNICATIONS	1,598.46	13,542.52	11,641.91	25,184.43	33,500.00	8,315.57
3300	UTILITIES	1,637.16	7,110.28	3,000.00	10,110.28	15,000.00	4,889.72
3350	Water Utilities	50.16	50.16	0.00	50.16	500.00	449.84
3400	PRINTING	601.36	2,653.77	2,035.23	4,689.00	7,000.00	2,311.00
3500	REPAIRS AND MAINTENANCE	10,095.94	23,330.14	5,000.00	28,330.14	30,000.00	1,669.86
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3800	DATA PROCESSING SERVICES	2,701.23	9,928.77	10,821.23	20,750.00	20,750.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	450.00	1,550.00	2,000.00	2,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	282.47	600.00	882.47	4,000.00	3,117.53
3950	DUES AND SUBSCRIPTIONS	322.50	3,198.80	0.00	3,198.80	6,000.00	2,801.20
3955	Permit Fees	0.00	962.50	0.00	962.50	5,000.00	4,037.50
3960	BANK AND MERCHANT FEES	1,096.42	8,119.01	4,089.85	12,208.86	14,500.00	2,291.14
3980	MISCELLANEOUS EXPENSE	0.00	16.40	0.00	16.40	1,500.00	1,483.60
4300	EQUIPMENT RENTAL	221.39	1,458.31	411.89	1,870.20	14,000.00	12,129.80
4400	SERVICE & MAINTENANCE CONTRACTS	2,266.23	14,857.80	11,027.82	25,885.62	50,000.00	24,114.38
4401	NC811 Fees	93.75	807.00	1,693.00	2,500.00	2,500.00	0.00
4500	INSURANCE AND BONDING	221.13	26,509.72	0.00	26,509.72	50,000.00	23,490.28
4950	LAB TESTING	154.00	2,911.00	6,089.00	9,000.00	9,000.00	0.00
4960	SEWER TREATMENT	0.00	243,762.63	0.00	243,762.63	840,000.00	596,237.37
4990	OTHER CONTRACTED SERVICES	2,152.44	24,215.68	93,575.63	117,791.31	198,000.00	80,208.69
4995	ENGINEERING FEES NOT CAPITALIZED	0.00	0.00	8,300.00	8,300.00	10,000.00	1,700.00
5400	CAPITAL OUTLAY - MOTOR VEHICLES	0.00	44,095.00	44,546.90	88,641.90	90,500.00	1,858.10
5500	CAPITAL OUTLAY EQUIPMENT	0.00	129,005.66	0.00	129,005.66	129,025.00	19.34
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	0.00	0.00	0.00	50,000.00	50,000.00

(11) water line repairs, valve repair, Somic truck repairs  
(12) Painting hydrants

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30 WATER AND SEWER

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
5900	CAPITAL OUTLAY - WATER IMPROVEMENTS	0.00	0.00	0.00	0.00	1,050,000.00	1,050,000.00
5910	CAPITAL OUTLAY - SEWER IMPROVEMENTS	0.00	0.00	0.00	0.00	597,975.00	597,975.00
6800	OPERATING PAYMENTS TO REGIONAL	0.00	44,388.24	0.00	44,388.24	46,000.00	1,611.76
6801	DEBT PAYMENTS TO PIEDMONT TRIAD ⓑ	57,325.99	118,444.72	0.00	118,444.72	123,000.00	4,555.28
6810	Payments for Odor Control Project	0.00	0.00	0.00	0.00	22,000.00	22,000.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00
7100	DEBT PRINCIPAL PAYMENTS	0.00	25,001.66	0.00	25,001.66	50,005.00	25,003.34
7200	DEBT INTEREST PAYMENTS	0.00	3,857.13	0.00	3,857.13	7,500.00	3,642.87
9600	TRANSFERS TO OTHER FUNDS	0.00	468,099.00	0.00	468,099.00	468,100.00	1.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,500.00	1,500.00
<b>Account Total:</b>		<b>204,227.70</b>	<b>2,008,994.27</b>	<b>355,011.33</b>	<b>2,364,005.60</b>	<b>5,558,805.00</b>	<b>3,194,799.40</b>
<b>Account Group Total:</b>		<b>204,227.70</b>	<b>2,008,994.27</b>	<b>355,011.33</b>	<b>2,364,005.60</b>	<b>5,558,805.00</b>	<b>3,194,799.40</b>
<b>Fund Total:</b>		<b>204,227.70</b>	<b>2,008,994.27</b>	<b>355,011.33</b>	<b>2,364,005.60</b>	<b>5,558,805.00</b>	<b>3,194,799.40</b>

ⓑ PTRWA - Debt Service Payment

02/08/22  
11:14:52

TOWN OF JAMESTOWN, NC  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 1 / 22

Page: 4 of 5  
Report ID: B110

60 RANDLEMAN RESERVOIR CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
3000					
3831 INVESTMENT EARNINGS	4.55	32.33	100.00	67.67	32 %
3986 TRANSFER FROM ENTERPRISE FUNDS	0.00	36,500.00	36,500.00	0.00	100 %
3992 NET POSITION APPROPRIATED	0.00	0.00	86,400.00	86,400.00	0 %
<b>Account Group Total:</b>	<b>4.55</b>	<b>36,532.33</b>	<b>123,000.00</b>	<b>86,467.67</b>	<b>30 %</b>
<b>Fund Total:</b>	<b>4.55</b>	<b>36,532.33</b>	<b>123,000.00</b>	<b>86,467.67</b>	<b>30 %</b>

15

02/08/22  
11:15:20

TOWN OF JAMESTOWN, NC  
Budget vs. Actual Report  
For the Accounting Period: 1 / 22

Page: 11 of 12  
Report ID: B100B

60 RANDLEMAN RESERVOIR CAPITAL RESERVE FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
7130	RANDLEMAN RESERVOIR						
	9600 TRANSFERS TO OTHER FUNDS	0.00	61,118.73	0.00	61,118.73	123,000.00	61,881.27
	<b>Account Total:</b>	<b>0.00</b>	<b>61,118.73</b>	<b>0.00</b>	<b>61,118.73</b>	<b>123,000.00</b>	<b>61,881.27</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>61,118.73</b>	<b>0.00</b>	<b>61,118.73</b>	<b>123,000.00</b>	<b>61,881.27</b>
	<b>Fund Total:</b>	<b>0.00</b>	<b>61,118.73</b>	<b>0.00</b>	<b>61,118.73</b>	<b>123,000.00</b>	<b>61,881.27</b>

02/08/22  
11:14:52

TOWN OF JAMESTOWN, NC  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 1 / 22

Page: 5 of 5  
Report ID: B110

61 WATER AND SEWER CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
3000					
3831 INVESTMENT EARNINGS	0.00	1.98	10.00	8.02	20 %
3986 TRANSFER FROM ENTERPRISE FUNDS	0.00	431,599.00	431,600.00	1.00	100 %
<b>Account Group Total:</b>	<b>0.00</b>	<b>431,600.98</b>	<b>431,610.00</b>	<b>9.02</b>	<b>100 %</b>
<b>Fund Total:</b>	<b>0.00</b>	<b>431,600.98</b>	<b>431,610.00</b>	<b>9.02</b>	<b>100 %</b>
<b>Grand Total:</b>	<b>936,406.69</b>	<b>6,195,607.14</b>	<b>13,082,566.00</b>	<b>6,886,958.86</b>	<b>47 %</b>



02/08/22  
11:15:20

TOWN OF JAMESTOWN, NC  
Budget vs. Actual Report  
For the Accounting Period: 1 / 22

Page: 12 of 12  
Report ID: B100B

61 WATER AND SEWER CAPITAL RESERVE FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
9600	OTHER FINANCING USES						
	9800 RESERVE FOR FUTURE EXPENDITURES	0.00	0.00	0.00	0.00	431,610.00	431,610.00
	<b>Account Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>431,610.00</b>	<b>431,610.00</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>431,610.00</b>	<b>431,610.00</b>
	<b>Fund Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>431,610.00</b>	<b>431,610.00</b>
	<b>Grand Total:</b>	<b>481,399.43</b>	<b>4,970,875.30</b>	<b>1,126,160.44</b>	<b>6,097,035.74</b>	<b>13,082,566.00</b>	<b>6,985,530.26</b>

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

### TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Golf report for January 2022

**AGENDA ITEM #:** II-F

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 15, 2022

**ESTIMATED TIME FOR DISCUSSION:** 0 minutes

**DEPARTMENT:** Finance

**CONTACT PERSON:** Judy Gallman

**SUMMARY:**

Attached is the report of golf operations for January 2022.

Total revenues for the month of January 2022 were \$9,306 and operating expenditures were \$104,916. Thus there was a net operating loss of \$95,610 for the month. In January 2021, there was an operating loss of \$75,636.

For the month of January 2022 there were 248 rounds played, and 1,093 rounds played in January 2021.

January 2022 was a bad month for golf - the course was closed a total of 26 days - due to covered greens and bad weather.

The grill had a net loss of \$5,213 for January 2022; in January 2021, the net loss was \$3,467. For the current fiscal year-to-date the grill has a net loss of \$8,222; in 2021 (year-to-date), there was a net loss of \$11,180.

**ATTACHMENTS:** no

**RECOMMENDATION/ACTION NEEDED:** Approve as part of the Consent Agenda

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:** Staff recommends making a motion to approve the Consent Agenda

**FOLLOW UP ACTION NEEDED:** None

Summary  
FYE 6/30/22

	<u>January 2022</u>	<u>January 2021</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/22</u>	<u>YTD FYE 6/30/21</u>	<u>Variance</u>	<u>% Variance</u>
<b>Golf Course Operating Revenues</b>	9,306	35,366	(26,060)	-73.69%	606,152	595,217	10,935	1.84%
<b>Golf Course Maintenance Expenditures (before capital outlay)</b>	59,049	74,673	(15,624)	-20.92%	433,705	415,733	17,972	4.32%
<b>Golf Course Golf Shop Expenditures (before capital outlay)</b>	<u>45,867</u>	<u>36,329</u>	<u>9,538</u>	26.25%	<u>391,917</u>	<u>354,931</u>	<u>36,986</u>	10.42%
<b>Net exp &lt; or &gt; rev before Capital Outlay</b>	(95,610)	(75,636)	(19,974)	26.41%	(219,470)	(175,447)	(44,023)	
<b>Capital Outlay</b>	<u>-</u>	<u>-</u>	<u>-</u>		<u>33,378</u>	<u>1,967</u>	<u>(31,411)</u>	
<b>Net expenditures &lt; or &gt; revenues</b>	<u>(95,610)</u>	<u>(75,636)</u>	<u>(19,974)</u>	-26.41%	<u>(252,848)</u>	<u>(177,414)</u>	<u>(75,434)</u>	-42.52%
<b>Golf Rounds Played (not including complimentary play)</b>	248	1,093			14,728	18,050		
<b>Bad Weather Days (1)</b>	24	19			58	40		
<b>Days closed for aerification, covered greens, COVID</b>	4	1			6	4		
Golf course employees paid during the month:								
Full-time positions	11	8						
Part-time hours	312	605						

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

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

	<u>January 2022</u>	<u>January 2021</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/22</u>	<u>YTD FYE 6/30/21</u>	<u>Variance</u>	<u>% Variance</u>
Greens	4,318	18,507	(14,189)	-76.67%	309,597	307,149	2,448	0.80%
Cart Rentals	2,695	9,460	(6,765)	-71.51%	168,514	173,176	(4,662)	-2.69%
Pull Carts	-	9	(9)	-100.00%	159	217	(58)	-26.73%
Driving Range	576	2,048	(1,472)	-71.88%	32,312	31,547	765	2.42%
Sales - Golf Shop Inventory	486	2,417	(1,931)	-79.88%	38,950	34,688	4,262	12.29%
Sales - Golf Shop Concessions	991	2,835	(1,844)	-65.05%	54,441	47,565	6,876	14.46%
Golf Clubhouse Rental Fees	240	90	150	166.67%	2,180	875	1,305	149.14%
Ins Recoveries	-	(golf clubs) -	-	-	-	(golf clubs) -	-	-
	<u>9,306</u>	<u>35,366</u>	<u>(26,060)</u>	-73.69%	<u>606,152</u>	<u>595,217</u>	<u>10,935</u>	1.84%

Note: Monthly revenue was down due to bad weather days and closure of the golf course due to greens being covered.

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

	<u>January 2022</u>	<u>January 2021</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/22</u>	<u>YTD FYE 6/30/21</u>	<u>Variance</u>	<u>% Variance</u>
<b>Salaries &amp; Employee Benefits</b>	a. 40,549	47,115	(6,566)	-13.94%	300,972	279,075	21,897	7.85%
<b>Supplies &amp; Materials</b>	b. 10,296	19,637	(9,341)	-47.57%	69,438	66,517	2,921	4.39%
<b>Contractual Services</b>	6,246	5,054	1,192	23.58%	43,668	55,930	(12,262)	-21.92%
<b>Other Operating Expenditures (utilities, communications, etc)</b>	<u>1,959</u>	<u>2,867</u>	<u>(908)</u>	-31.68%	<u>19,627</u>	<u>14,211</u>	<u>5,416</u>	38.11%
<b>Total Exp before Capital Outlay</b>	<u>59,049</u>	<u>74,673</u>	<u>(15,624)</u>	-20.92%	<u>433,705</u>	<u>415,733</u>	<u>17,972</u>	4.32%
<b>Capital Outlay</b>	<u>-</u>	<u>-</u>	<u>-</u>		<u>33,378</u>	<u>1,967</u>	<u>31,411</u>	
	<u>59,049</u>	<u>74,673</u>	<u>(15,624)</u>	-20.92%	<u>467,083</u>	<u>417,700</u>	<u>49,383</u>	11.82%

Variiances:

- a. Prior year salaries and fringe higher because had several employees who left in January; thus had to pay out their vacation
- b. Chemicals purchased in prior year were more than twice that of the current year

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

	<u>January 2022</u>	<u>January 2021</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/22</u>	<u>YTD FYE 6/30/21</u>	<u>Variance</u>	<u>% Variance</u>
<b>Salaries &amp; Employee Benefits</b>	a. 25,417	21,479	3,938	18.34%	220,633	191,354	29,279	15.30%
<b>Supplies &amp; Materials</b>	b. 6,164	2,287	3,877	169.54%	62,929	55,131	7,798	14.14%
<b>Contractual Services</b>	c. 9,255	7,937	1,318	16.60%	73,538	73,949	(411)	-0.56%
<b>Other Operating Expenditures (utilities, communications, etc)</b>	<u>5,030</u>	<u>4,626</u>	<u>404</u>	8.74%	<u>34,814</u>	<u>34,497</u>	<u>317</u>	0.92%
<b>Total Exp before Capital Outlay</b>	<u>45,867</u>	<u>36,329</u>	<u>9,538</u>	26.25%	<u>391,914</u>	<u>354,931</u>	<u>36,983</u>	10.42%
<b>Capital Outlay</b>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	<u>-</u>	
	<u><u>45,867</u></u>	<u><u>36,329</u></u>	<u><u>9,538</u></u>	26.25%	<u><u>391,914</u></u>	<u><u>354,931</u></u>	<u><u>36,983</u></u>	10.42%

Variances:

- a. Salaries in current year were just slightly higher due to COLA & merit raises; health insurance and retirement increases accounted for most of the increase in current year
- b. In prior year, there were no expenditures for golf inventory for resale; in the current year there were purchases of approximately \$3,250. More inventory being sold in current year.
- c. Sales tax charged on carts is much higher in the current year, due to the increase in play. The sales tax paid in January is for the previous month's revenues.

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

	<b>January 2022</b>	YTD FYE 6/30/22	<b>January 2021</b>	YTD FYE 6/30/21
Golf Shop Grill Revenues	991	54,441	2,835	47,565
Golf Shop Rental Revenue	200	760	-	-
	<u>1,191</u>	<u>55,201</u>	<u>2,835</u>	<u>47,565</u>
 Expenditures:				
Wages	3,189	25,215	3,062	24,499
FICA	244	1,937	234	1,879
Benefits	1,470	10,690	1,355	9,860
Grill supplies	87	1,431	-	1,153
Food & beverage purchases	1,415	24,150	1,651	21,354
	<u>6,404</u>	<u>63,423</u>	<u>6,302</u>	<u>58,745</u>
	<u>(5,213)</u>	<u>(8,222)</u>	<u>(3,467)</u>	<u>(11,180)</u>

Note: January had 24 bad weather days and the golf course was closed 4 additional days when the greens were covered. Total days the course was closed in the current January is 26. Considerably more than in the prior year.

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

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

**AGENDA ITEM #:** II-G



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 - \$546,624

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

Note: We have requested some additional reimbursements from NCDOT, and we are working with Summit to try to get some information needed on some of the requests that involve non-reimbursable items.

**ATTACHMENTS:** None

**RECOMMENDATION/ACTION NEEDED:** Approve Consent Agenda

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:** Approve Consent Agenda

**FOLLOW UP ACTION NEEDED:**



**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Budget Amendment #14

**AGENDA ITEM #:** II-H

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 15, 2021

**ESTIMATED TIME FOR DISCUSSION:**

**DEPARTMENT:** Finance

**CONTACT PERSON:** Judy Gallman

**SUMMARY:**

Included in the fiscal year 22-23 budget is money to replace some HVAC units at the library. Unfortunately, two of the units have stopped working. They are 2000 year models with a life expectancy of 15 years. Thus rather than spending money on repairs in this fiscal year just to have to replace in the next year or so does not make sense. Thus we would request a budget amendment to replace the units in this fiscal year. The quote we have received is \$19,815. We are requesting a budget amendment for \$20,000.

**ATTACHMENTS:**

**RECOMMENDATION/ACTION NEEDED:** Approve budget amendment #14 as part of the Consent Agenda

**BUDGETARY IMPACT:** \$20,000 increase in expenditures and appropriated fund balance

**SUGGESTED MOTION:** Approve budget amendment #14 as part of the Consent Agenda

**FOLLOW UP ACTION NEEDED:**

**FYE 6/30/22  
BUDGET AMENDMENT #14**

**Fund 10:**

a.	Buildings	10-5000-5800	20,000.00	
	Appropriated Fund Balance	10-3991		20,000.00

To budget for replacing 2 HVAC units at library

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Conflict of Interest Policy and Disclosure Form

**AGENDA ITEM #:** II-I

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 15, 2022

**ESTIMATED TIME FOR DISCUSSION:**

**DEPARTMENT:** Finance

**CONTACT PERSON:** Judy Gallman

**SUMMARY:**

Although we already have most of these Conflict of Interest points included in the Personnel Manual for the Town, we believe it is essential to have it all in this one document. We will be required to submit the Conflict of Interest policy for various grants, including the \$50,000 State-directed grant.

**ATTACHMENTS:** Yes

**RECOMMENDATION/ACTION NEEDED:** Adopt Conflict of Interest Policy and Disclosure Form as part of Consent Agenda

**BUDGETARY IMPACT:** none

**SUGGESTED MOTION:** Adopt the Town of Jamestown Conflict of Interest Policy and Disclosure Form as part of Consent Agenda

**FOLLOW UP ACTION NEEDED:** All employees and Council members should read and sign the disclosure form.

## TOWN OF JAMESTOWN Conflict of Interest Policy

The purpose of the following policy and procedures is to prevent the personal interest of employees and Council members of the Town of Jamestown (Town) from interfering with the performance of their duties to the Town, or resulting in personal financial, professional, and/or political gain on the part of such persons at the expense of the Town.

Definitions: Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include employees and Council members of the Town.

Policy:

1. Full disclosure, by notice in writing, shall be made by the interested parties in all conflicts of interest, including but not limited to the following:
  - a) A Council member is related to another Council member.
  - b) A Council member is related to an employee.
  - c) An employee in a supervisory capacity is related to another employee whom he/she supervises.
  - d) A Council member or employee receives payment from the Town for any contract, subcontract, goods, or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the personnel policy.
  - e) A Council member or employee is a member of the governing body of a contributor to the Town.
  - f) A Council member or employee may have personal, financial, professional, or political gain at the expense of the Town.
  - g) A Council member or employee engages in activities that may cause a loss of public credibility in the Town or create a public impression of impropriety.
2. Following full disclosure of a possible conflict of interest or any condition listed above, the Council (or the Town Manager for employees) shall determine whether a conflict of interest exists and, if so, the Council shall vote to authorize or reject the transaction and/or condition. Both votes shall be by a majority vote without counting the vote of any interested Council member, even if the disinterested directors are less than a quorum, provided that at least one consenting Council member is disinterested.
3. A Council member or employee shall not participate in any discussion or debate of the Council, or of any committee thereof, in which the subject of discussion is a contract, transaction, or situation in which there may be a conflict of interest.
4. No Council member, or employee shall participate in the selection, award, or administration of a procurement transaction in which federal or state funds are used, where to his/her knowledge, any of the following has a financial interest in that transaction: (1) the employee or Council member; (2) any member of his/her immediate family; (3) his/her partner; (4) an organization in which any of the above is an officer, director, or employee; or (5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.
5. Existence of any of the above-listed conditions shall render a contract or a transaction voidable unless full disclosure of personal interest is made in writing to the Council (Town Manager for employees) and such transaction was approved in full knowledge of such interest.
6. The disinterested Council members are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a Council member (Town Manager for employee) for failure to disclose a conflict of interest as described in Paragraph 1 or for any appearance of a conflict.
7. Appeal from sanctions imposed pursuant to Paragraph 5 and 6 above shall be prescribed by law in those courts of the State of North Carolina with jurisdiction over both the parties and the subject matter of the appeal.

- 8. In the event that the Town has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested Council member or employee due to a conflict of interest and consequent sanctions and in the event that the Town prevails in such legal action, litigation, or appeal, the Town shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.
- 9. A copy of this policy shall be given to all Council members and employees upon commencement of such person's relationship with the Town. Each Council member and employee shall sign and date the policy at the beginning of his or her term of service or employment. Failure to sign does not nullify the policy.

Signed:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name printed)

\_\_\_\_\_  
(date)

It is the responsibility of the Council member or employee to contact the Town's Human Resources department to complete a new Conflict of Interest Policy form in order to notify the Town of any changes and/or additions that may occur throughout the year.

**Use the section below to disclose any interests that may give rise to conflict:**

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

### TOWN OF JAMESTOWN AGENDA ITEM

**ITEM ABSTRACT:** Annual Report - GCSD

**AGENDA ITEM #:** IV

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** February 15, 2022

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

**DEPARTMENT:** Administration

**CONTACT PERSON:** Capt. Sansour

**SUMMARY:**

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

**ATTACHMENTS:**

**RECOMMENDATION/ACTION NEEDED:** None

**BUDGETARY IMPACT:**

**SUGGESTED MOTION:**

**FOLLOW UP ACTION NEEDED:**

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

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

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

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** Feb 15, 2022

**ESTIMATED TIME FOR DISCUSSION:** 15 min

**DEPARTMENT:** Planning

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

**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 based on 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.

**ATTACHMENTS:** N/A

**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 amphitheatres 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**

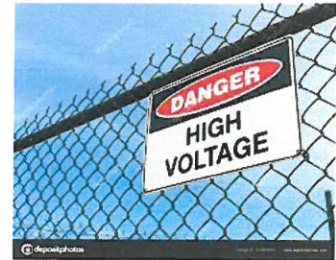
1. Instructional signs may not exceed 6 square feet in area or 8 feet in height.
2. Colleges, universities, hospitals, coliseums, and convention centers may have instructional signs that exceed the allowable area limit if approved as a part of a Master Sign Plan (see 17.10).
3. Instructional signs may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

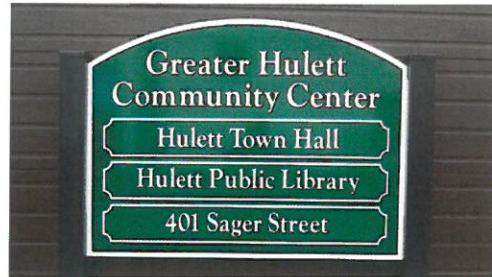
1. Temporary event signs in nonresidential zoning districts may not exceed 60 square feet in area or 6 feet in height.
2. Temporary event signs in all other districts may not exceed 36 square feet in area or 6 feet in height.
3. Such signs may not be illuminated.
4. Temporary event signs may only be 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.



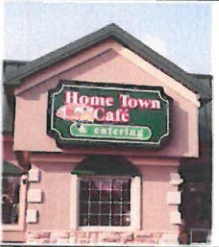




### 17.7-2 Permanent sign requirements.



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  Internally-illuminated signs – not more than 50% of sign face can be illuminated
Flat (or wall)		32	-	Ambient, External, Internal	6"	One per street or parking frontage per occupancy	-	No attached signage above second story.  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 Shall not be displayed so as to be prominently visible from off-site locations

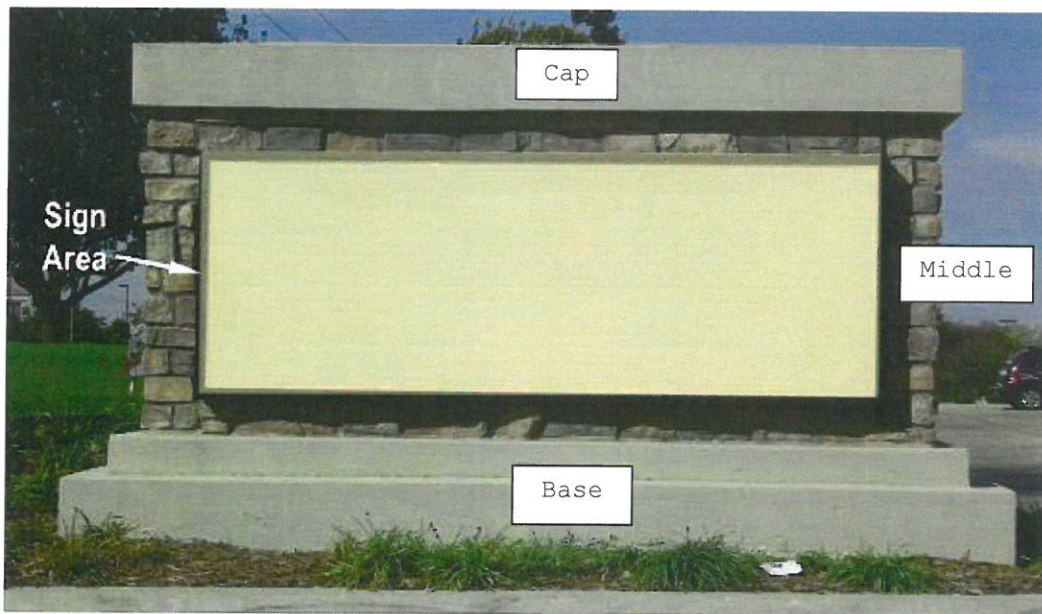
\*May encroach into adjoining street right-of-way pursuant to an encroachment agreement.

### 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 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 their 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 they 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 they occupy and controls. (IPPMC 305.1)
- (C) Rubbish and garbage.*

- (1) Every occupant of a dwelling or dwelling unit shall dispose of all their 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 review and evaluate complaints regarding nuisances and unmaintained properties.
- (2) To investigate the dwelling conditions, and to inspect structures, properties, and premises perceived to be in violation ~~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 they 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**

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.

*(A) Procedure for enforcement.*

- (1) Preliminary investigation; Notice; Hearing.
  - (a) Citizen complaints regarding nuisances and unmaintained properties shall be presented in writing or verbally to the inspector. Upon receiving the complaint, or whenever it appears to the Inspector, upon inspection, that any dwelling or dwelling unit is unfit for human habitation, the inspector shall document, 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. The inspector shall make all of the required inspections or shall accept reports of inspection by a qualified third-party agency. All reports of inspections shall be in writing and shall be certified by the responsible officer of such qualified agency. The inspector is authorized to engage such expert opinion as deemed necessary to satisfactorily administer these regulations. Upon completion of the evaluation, the inspector shall prepare a report detailing their 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 at a regularly scheduled meeting. ~~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, they shall~~
  - (b) If their 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. 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 their 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 they shall also determine whether the structure is deteriorated or dilapidated.

(b) If the Inspector determines that the dwelling or dwelling unit is deteriorated, they shall state in writing their 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, they shall state in writing their 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.

(f) Upon receipt of a written request from the alleged violator or the property owner for an extension of time to remedy or correct the violation, the Planning Director or other Town official charged with the duty of enforcing the regulations(s) being violated may grant two (2) 30-day extensions of time, not to exceed a total of 60 calendar days in which the alleged violator may cure or correct the violation before the Town pursues enforcement action as provided for in this section. The alleged violator may request a further extension from the Town Council if more than the 60 day extension period is needed to remedy or correct the violation.

(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, they 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 their 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 ejection proceeding that the Town Council has ordered the Inspector to proceed to exercise their 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, their 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 their 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 their 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 their 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/permit fees 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. MOVED TO 24.4-15~~

**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. Upon receipt of a written request from the alleged violator or the property owner for an extension of time to remedy or correct the violation, the Planning Director or other Town official charged with the duty of enforcing the regulations(s) being violated may grant two (2) 30-day extensions of time, not to exceed a total of 60 calendar days in which the alleged violator may cure or correct the violation before the Town pursues enforcement action as provided for in this section. The alleged violator may request a further extension from the Town Council if more than the 60 day extension period is needed to remedy or correct the violation.

**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 they have 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 them written notice, by certified or registered mail to their 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, they 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>(11)</sup>
- (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

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

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

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

**CONSENT AGENDA ITEM**

**ACTION ITEM**

**INFORMATION ONLY**

**MEETING DATE:** Feb 15, 2022

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

**DEPARTMENT:** Planning

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

**SUMMARY:**

The public hearing was opened at the Nov. 16, 2021, regular meeting. As discussed at that meeting and at the Jan 25, 2022, 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 March 15, 2022, regular meeting.

**ATTACHMENTS:** N/A

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

**BUDGETARY IMPACT:** N/A

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

**FOLLOW UP ACTION NEEDED:**

**Mayor**  
Lynn Montgomery

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

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

**AGENDA ITEM #:** V-A(3)

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

**MEETING DATE:** Feb 15, 2022

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

**DEPARTMENT:** Administration

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

**SUMMARY:**

A petition for rezoning has been received and reviewed by the Planning Board. The public hearing was opened at 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 March 15, 2022, regular meeting without further advertisement.

**ATTACHMENTS:** Draft development agreement.

**RECOMMENDATION/ACTION NEEDED:** Continue public hearing until March 15, 2022 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 March 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

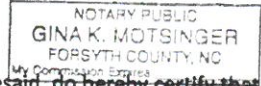
**Applicant and Owner Certification and Signature**

(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: [Signature] 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  
BEU 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 1/28/2023  
 Given under my hand this 27<sup>th</sup> Day of SEPTEMBER 2021  
 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:	PUD
Current Parcel Use:	Agricultural	Commercial	Industrial Residential Vacant/Unused X
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:	PUD
Current Parcel Use:	Agricultural	Commercial	Industrial Residential Vacant/Unused X
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:	PUD
Current Parcel Use:	Agricultural	Commercial	Industrial Residential Vacant/Unused X

**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)		Tax Map Numbers
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.		
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

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')	
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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 Ann C. Hanning

Town of Jamestown, North Carolina  
301 E. Main St.  
Jamestown, NC 27282  
(336) 454-1138





**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'S-GENERAL	
CREDIT CARD FEE	45.00

Check #

Cash Paid

Credit Paid 1545.00

Less Change Given ( )

**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  $69^{\circ} 27' 16''$  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  $55^{\circ} 42' 46''$  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  $53^{\circ} 31' 20''$  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  $40^{\circ} 24' 41''$  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  $18^{\circ} 04' 00''$  West 429.54 feet to a Disk Found;
- 2) North  $11^{\circ} 22' 57''$  West 172.26 feet to a 1/2 Inch Iron Pipe Set;
- 3) North  $01^{\circ} 40' 29''$  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  $84^{\circ} 38' 28''$  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  $03^{\circ} 53' 05''$  West 1186.00 feet to a 1 Inch Iron Pipe Set;

2) North  $70^{\circ} 22' 04''$  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  $69^{\circ} 27' 16''$  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  $55^{\circ} 42' 46''$  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  $53^{\circ} 31' 20''$  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  $40^{\circ} 24' 41''$  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  $70^{\circ} 22' 04''$  West 1304.11 feet to a 1 Inch Iron Pipe Set;

2) South  $03^{\circ} 53' 05''$  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  $86^{\circ} 25' 45''$  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  $57^{\circ} 59' 26''$  East 1.24 feet off-corner);

2) South  $40^{\circ} 37' 46''$  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  $05^{\circ} 15' 09''$  East 70.09 feet to a  $3/4$  Inch Iron Pipe Found;

2) South  $63^{\circ} 42' 09''$  East 153.49 feet to a 1 Inch Iron Pipe Found;

3) South  $19^{\circ} 33' 51''$  West 193.54 feet to a  $3/4$  Inch Iron Pipe Found;

4) South  $09^{\circ} 53' 29''$  East 133.70 feet to a 1 Inch Iron Pipe Found in an 8 Inch x 8 Inch Concrete Monument;

5) South  $86^{\circ} 31' 30''$  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  $03^{\circ} 52' 32''$  West 961.09 feet to a 1 Inch Iron Pipe Found (1 foot tall);

2) North  $79^{\circ} 18' 01''$  East 126.57 feet to a Stone Found with a P-K Nail;

3) South  $04^{\circ} 48' 10''$  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  $04^{\circ} 50' 16''$  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  $04^{\circ} 50' 04''$  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 Fisk 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' 254" 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

**Town Manager**  
Matthew Johnson

**Town Attorney**  
Beth Koonce



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

## TOWN OF JAMESTOWN AGENDA ITEM

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

**AGENDA ITEM #:** V-A(4)

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

**MEETING DATE:** Feb 15, 2022

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

**DEPARTMENT:** Administration

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

**SUMMARY:**

A petition for rezoning has been received and reviewed by the Planning Board. The public hearing was opened at 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 March 15, 2022, regular meeting without further advertisement.

**ATTACHMENTS:** Draft development agreement; rezoning request

**RECOMMENDATION/ACTION NEEDED:** Continue public hearing until March 15, 2022 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 V-B(4) until the March 15, 2022, regular meeting at 6pm in the Civic Center without further advertisement. +

**FOLLOW UP ACTION NEEDED:**