



Settled 1752
JAMESTOWN
NORTH CAROLINA

Regular Meeting of the Town Council
April 19, 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 March 15th Regular Town Council Meeting
 - B. Approval of minutes from the March 25th Special Town Council Meeting
 - C. Analysis of the Financial Position of the Town of Jamestown
 - D. Analysis of the Financial Position of the Jamestown Park & Golf Course
 - E. Notification of Advances
 - F. Budget Amendment #16
 - G. Appointment of Mayor Montgomery to be the Council Representative on the Bike/Pedestrian Committee
- III. **Public Comment**
- IV. **Proclamation Spring Litter Sweep April 2022- Mayor Montgomery**
- V. **Old Business**
 - A. **Public Hearings**
 1. Public Hearing on Question of 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
 2. 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
 - Consideration of approval/denial of rezoning request
 - Consideration of approval of consistency/inconsistency statement
 3. Public Hearing for consideration of Development Agreement for D.R. Horton property- Anna Hawryluk, Town Planner
 4. Public Hearing regarding an amendment to the Land Development Ordinance (LDO) regarding the definition of "Planning Director" in Article III "Definitions" of the LDO- Anna Hawryluk, Town Planner
 - Consideration of approval/denial of amendment to LDO
 - Consideration of approval of consistency/inconsistency statement
- VI. **New Business-**
 - A. Presentation of PARTF grant application for the Town of Jamestown- Scott Coakley, Parks Superintendent & Anna Hawryluk, Town Planner
 - B. Presentation of the Preliminary Budget & CIP FY 2022/2023- Judy Gallman, Finance Director
 - C. Request to set Public Hearing date for the Recommended Budget & CIP FY 2022/2023- Judy Gallman, Finance Director

- D. Request to set date for public input on ARP funding and Capital Improvement Projects- Judy Gallman, Finance Director

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 Per G.S. 143-318 to discuss matters related to Attorney Client Privilege (301 Lee Street) and (2216 Guilford College Road)

XI. Adjournment

Working Agenda for the April 19th Regular Town Council Meeting

Tentative Time Line	Agenda Item	Responsible Party	Action required by the Town Council
6:00 pm	I. Call to Order	Mayor Montgomery	Mayor Montgomery to call the meeting to order.
6:00 pm	A. Roll Call	K. Weiner	Weiner to take roll call.
6:00 pm	B. Pledge of Allegiance	Mayor Montgomery	Mayor Montgomery to lead everyone in the Pledge of Allegiance.
6:00 pm	C. Moment of Silence	Mayor Montgomery	Mayor Montgomery to call for a moment of silence
6:00 pm	D. Approval of Agenda	Mayor Montgomery	Mayor Montgomery to ask Council if there are any items that need to be added or deleted. Council Member makes a motion to approve the agenda. Council Member makes a second to the motion. Then vote.
6:05 pm	II. Consent Agenda		
6:05 pm	<ul style="list-style-type: none"> A. Approval of minutes from the March 15th Regular TC Minutes B. Approval of minutes from the March 25th Special TC Meeting C. Analysis of the financial position of the Town D. Analysis of the financial position of the Jamestown Park & GC E. Notification of Advances F. Budget Amendment #16 G. Appointment of Mayor Montgomery to be the Council Rep on the Bike/Ped Committee 		Council Member makes a motion to approve the consent agenda. Council Member makes a second to the motion. Then vote.
6:05 pm	III. Public Comment		Please state your name and address and adhere to the 3 minute time limit
6:20 pm	IV. Proclamation Spring Litter Sweep April 2022	Mayor Montgomery	Mayor Montgomery to present Greeson with the Proclamation for the Spring Litter Sweep April 2022. Greeson to provide an overview of the litter sweep.
6:30 pm	V. Old Business		
6:30 pm	A. Public Hearings		
6:30 pm	1. P.H. on Question of Annexation for D.R. Horton properties	Call on A. Hawryluk	Hawryluk to speak about the annexation request for the properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, & 5303 Mackay Road. Mayor Montgomery to open the public hearing to anyone that would like to speak regarding the annexation request. Please state your name and address and adhere to the 3 minute time limit. Council Member makes a motion to continue the hearing to the May 17 th TC meeting at 6:00 pm in the Civic Center without further advertisement. Council Member makes a second to the motion. Then vote.
6:50 pm	2. P.H. on rezoning request from D.R. Horton for properties from AG to PUD	Call on A. Hawryluk	Hawryluk to speak about the rezoning request for the D.R. Horton properties from Agricultural to Planned Unit Development. Tom Terrell to update Council on development agreement process. Mayor Montgomery to call the applicant forward to speak. Mayor Montgomery to open the public hearing to anyone that would like to speak regarding the rezoning request. Please state your name and address and adhere to the 3 minute time limit. Council Member makes a motion to continue the public hearing for the rezoning request to the May 17 th Town Council meeting at 6:00 pm in the Civic Center without further advertisement. Council Member makes a second to the motion. Then vote.
7:10 pm	3. P.H. for consideration of Development Agreement for D.R. Horton property	Call on A. Hawryluk	Hawryluk to briefly speak about the development agreement. Mayor Montgomery to open the public hearing to anyone that would like to speak about the development agreement. Please state your name and address and adhere to the 3 minute time limit. Council Member makes a motion to continue the public hearing for the development agreement to the May 17 th Town Council meeting at 6:00 pm in the Civic Center without further advertisement. Council Member makes a second to the motion. Then vote.
7:30 pm	4. P.H. regarding an amendment to the LDO regarding the definition of Planning Director in LDO		Hawryluk to present an overview of the amendment to the LDO regarding the definition of Planning Director. Mayor Montgomery to open the public hearing to anyone that would like to speak about the amendment to the LDO. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to close the public hearing and open the floor to Council for discussion. Council Member makes a motion to approve/deny the amendment to the LDO regarding the definition of Planning Director. Council Member makes a second to the motion. Roll Call Vote. Council Member makes a motion to approve the consistency/inconsistency statement. Council Member makes a second to the motion. Then vote.
7:40 pm	VI. New Business		

7:40 pm	A. Presentation of PARTF grant application for the Town of Jamestown	Call on S. Coakley & A. Hawryluk	Coakley and Hawryluk to present information regarding the PARTF application for the Town of Jamestown. Staff to request that Council support the PARTF application as presented. Council Member makes a motion to support the PARTF application as presented. Council Member makes a second to the motion. Then vote.
7:50 pm	B. Presentation of the Preliminary Budget & CIP FY 2022/2023	Call on J. Gallman	Gallman to present information on the Preliminary Budget & CIP FY 2022/2023.
8:05 pm	C. Request to set P.H. date for Recommended Budget & CIP FY 2022/2023	Call on J. Gallman	Gallman to request that Council set a public hearing date for the Recommended Budget & CIP FY 2022/2023 for the May 17 th Town Council meeting at 6:00 pm in the Civic Center at Town Hall. Council Member makes a motion to set the public hearing for the Recommended Budget & CIP FY 2022/2023 for the May 17 th Town Council meeting at 6:00 pm in the Civic Center at Town Hall. Council Member makes a second to the motion. Then vote.
8:10 pm	D. Request to set date for public input on ARP funding and CIP	Call on J. Gallman	Gallman to present information on ARP funding and request that Council schedule a public input session for May 3 rd from 4:00 pm to 6:00 pm in the Civic Center at Town Hall. Council Member makes a motion to set a date for the public input session for ARP and Capital Improvement Program projects for May 3 rd from 4:00 pm to 6:00 pm in the Civic Center at Town Hall. Council Member makes a second to the motion. Then vote.
8:15 pm	VII. Manager/Committee Reports		
8:15 pm	A. Manager Report	Call on M. Johnson	Johnson to present his monthly Manager's Report to Town Council.
8:20 pm	B. Council Member Committee Reports	Mayor Montgomery	Mayor Montgomery to request that Council Members give reports for any Committees that they serve on.
8:25 pm	C. High School Representative Report	Call on M. Conway	Conway to present High School Representative report
8:30 pm	VIII. Public Comment		Please state your name and address and adhere to the 3 minute time limit
8:45 pm	IX. Other Business		
8:45 pm	X. Closed Session per G.S. 143-318 to discuss matters related to Attorney Client Privilege (301 Lee Street) and (2216 Guilford College Road)		Council Member makes a motion to go into Closed Session per G.S. 143-318 to discuss matters related to Attorney Client Privilege (301 Lee Street) and (2216 Guilford College Road). Council Member makes a second to the motion. Then vote. Council Member makes a motion to resume open session. Council Member makes a second to the motion. Then vote.
9:10 pm	XI. Adjournment		Council Member makes a motion to adjourn. Council Member makes a second to the motion. Then vote.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval of minutes from the March 15th Regular TC Meeting

AGENDA ITEM #: II-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie M. Weiner, Town Clerk

SUMMARY:

Minutes from the March 15th Regular Town Council Meeting

ATTACHMENTS: Minutes from the March 15, 2022 Regular Town Council Meeting

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

BUDGETARY IMPACT: N/A

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

FOLLOW UP ACTION NEEDED: N/A

DRAFT

**Regular Meeting of the Town Council
March 15, 2022
6:00 pm in the Civic Center
Minutes & General Account**

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

Staff Members Present: Town Manager Matthew Johnson, Director of Public Services Paul Blanchard, Town Planner Anna Hawryluk, Accounting Specialist Faith Wilson, Town Attorney Beth Koonce, Interim Town Clerk Nancy Avery

Visitors Present: Carol Brooks, Phil Byrd, Ron Cross, Gwen Flood

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- Member Capes led the Pledge of Allegiance.

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

Approval of Agenda- Mayor Montgomery stated item E on the agenda under New Business needs to be removed and item II-F, amended auditor contract, needs to be added to the Consent Agenda and asked for a motion.

Member Wolfe motion made a motion to approve the amended agenda and Consent Agenda with changes as presented by the Mayor. Member Capes made a second to the motion. The motion passed by a unanimous vote.

Consent Agenda

The Consent Agenda included the following items:

- Minutes from February 15, 2022 meeting
- Analysis of financial position of the Town
- Analysis of financial position of the Park and Golf Course
- Notification of advances
- Budget amendment #15
- Amended audit contract

Member Straughn made a motion to approve the amended Consent Agenda. Member Wolfe made a second to the motion. The motion passed by a unanimous vote.

(Budget Amendment #15)

Public comment

- Phil Byrd, 5910 Bartlett Drive, Greensboro- Byrd stated he is a candidate for the office of Sheriff for Guilford County. He has worked in Jamestown for years with the Sheriff's Office and retired in 2014. He thinks it is important to have proactive law enforcement. He was born and raised in Guilford County. He wanted to introduce himself to everyone.

Old business

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- Hawryluk stated this hearing was opened November 16th of 2021 but is not ready yet for discussion and requested the Town Council continue to the April 19th meeting at 6:00 pm in the Civic Center without further advertisement.

Mayor Montgomery read the following message from the Council stating it will be in reference to the next three Public Hearing requests that we will be extending:

“Our Council noted from the beginning of this process that the development of these tracts will impact the character and function of our historic Town forever. We decided that development would proceed in two ways.

First, with meaningful input from our Town citizens under the guidance of one of the country's leading urban planners. This was accomplished last fall.

Second, we decided that this project would be guided by a tightly written, highly specific, and well prepared Development Agreement that went far beyond the details and regulations in our zoning ordinance. Our Town staff and legal counsel prepared an extensive document that touches on everything from street standards, sidewalk design, signage, architectural specifications, utility requirements and fire and public protection, to name a few. These documents are not drafted overnight, but through discussion and negotiation. Our staff and legal counsel have done their part and met the agreed upon schedule. We continue to wait for timely responses from the developer. When we do we will have a document for you to review. Our attorneys advise that we are still not obligated to accept the agreement or any part of its terms. Once we have a meaningful response from the developer, we will move to the next stage. At this time, we appreciate your patience with this process.

That is what the Council would like to put on record”.

The Mayor opened the Public Hearing at 6:06 pm to anyone that would like to speak. Nobody came forward.

Member Wolfe made a motion to continue the Public Hearing until the April 19th meeting at 6:00 pm in the Civic Center without further advertisement. Member Straughn made a second to the motion. The motion passed by a unanimous vote.

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) - Hawryluk stated that this hearing is not ready yet and requested that Council continue the hearing to the April 19th meeting at 6:00 pm in the Civic Center without further advertisement.

The Mayor opened the hearing at 6:09 pm to anyone that would like to speak. Nobody came forward.

Member Capes made a motion to continue the hearing on the rezoning to the April 19th meeting at 6:00 pm in the Civic Center without further advertisement. Member Straughn made a second to the motion. The motion passed by a unanimous vote.

Public Hearing for consideration of Development Agreement for D. R. Horton properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road from AG (Agricultural) to PUD (Planned Unit Development) - Hawryluk said this hearing is also not ready yet and goes along with the hearing on the rezoning request that was just discussed. She asked Council to continue the hearing to the April 19th meeting at 6:00 pm in the Civic Center without further advertisement.

The Mayor opened the hearing at 6:11 pm.

- Gwen Flood, 5600 Wellsley Drive- Flood asked why there is not going to be any more advertising to the public for this hearing.

The Mayor responded that it has already been advertised.

Nobody else came forward.

Member Straughn made a motion to continue the hearing to the April 19th meeting at 6:00 pm in the Civic Center without further advertisement. Member Capes made a second to the motion. The motion passed by a unanimous vote.

New Business

Bicycle Pedestrian Committee Appointment- Hawryluk stated a Bicycle and Pedestrian Committee is a requirement for the NCDOT grant awarded to the Town earlier this year. Member applications are before you for consideration. Staff requests appointment of the committee with the list of member applicants as follows:

Members

- Mark Bingham

- Wes Cashwell
- Josie Cothran
- Lori Ecklund
- Brant Gomez
- Alison Greeson
- Dan McDaniel
- Wid Painter
- Jeff Sebens

Technical Representatives

- Andrew Edmonds, HPMPO, Transportation Planner
- Stephen Robinson, NCDOT Division 7
- Alex Rotenberry, NCDOT Integrated Mobility Division
- Mitchell Johnson, VP Operations and Facilities, GTCC Jamestown Campus

Staff

- Anna Hawryluk, Town Planner
- Paul Blanchard, Director of Public Services

Member Wolfe asked if there is a stipulation for a member to be a resident as one of the applicants does not live in town.

Hawryluk said there is no requirement to be a resident.

Member Straughn motioned to appoint the committee with the list of applicants as presented. Member Capes made a second to the motion. The motion passed by a unanimous vote.

Consideration of approval of rate change at Jamestown Park & Golf Course- Sanderlin stated every year we look at rates compared with where the Town is and where other courses are to be competitive. As the season kicks off this is a good time to request any increases. He stated he feels the proposed rates are fair for the value.

Member Wolfe asked if proposed rates for weekday 18 and 9 Hole Senior Resident Walk are new rates. She also expressed concern that some rates are going up \$2.00 and some are going up \$3.00 and wondered why increases were not consistent across the board. She said that the current cost of grocery and gas increases were affecting everyone, but she understands now is the time to do it. She asked him to explain about the school golf per season fee, because she thinks it is high. She also asked Mr. Sanderlin if he had taken the temperature of those using the course regarding rate increases.

Sanderlin said those two rates are new and there are standard rates with a Jamestown resident discount. The increase in rates were based on what other courses were charging, so are not a consistent increase amount for each rate. The proposed fee listed for schools is what Jamestown Middle School paid at another course. Other courses are charging schools some sort of fee, generally minor fees, for practice and use of the course. He said he did speak with those using the course about rate increases.

Member Straughn said they had discussed fees for the course being closer to actual costs in the range of \$34 - \$40 per day. Why can we not give schools a discount just as we do for residents?

Member Rayborn said this is money from the county that goes to the schools, not from the kids paying out of pocket, so do we want money from the county schools or do we want to leave it on the table. She stated we are lucky we have Sanderlin as an expert and she is in favor and trusts his knowledge on what he is proposing. She is all for not losing money at the golf course as the Town spends a lot of money in keeping it up.

Member Straughn said he thinks it is from the fees parents pay for the kids to be on the team, so this will increase that.

Sanderlin said schools are having children pay a one- time fee of \$50 for however many sports the child plays.

Member Capes said he thought parents were paying for kids to play based on what is going on at the school. The proposed rate increases keep the Town competitive, which helps us in not losing money. He stated he agrees with what Member Rayborn said about trying to lose less money effectively.

Member Rayborn moved to approve changes in golf fees as presented. Member Capes made a second to the motion. The motion passed by a unanimous vote.

Schedule public hearing to consider amendments to Article III (definitions) of the Land Development Ordinance for the April 19th meeting- Hawryluk requested Council schedule a Public Hearing to consider one amendment to the Land Development Ordinance (LDO) to the Definitions section regarding Planning Director for the April 19th meeting at 6:00 pm.

Member Straughn made a motion to schedule a Public Hearing for the April 19th meeting at 6:00 pm in the Civic Center. Member Rayborn made a second to the motion. The motion passed by a unanimous vote.

Reschedule June 21st meeting to Thursday, June 23rd due to conflicts- Johnson asked Council to consider rescheduling the June 21st meeting to Thursday, June 23rd due to scheduling conflicts. This also requires an amendment to the Council's 2022 meeting calendar.

Member Straughn made a motion to reschedule the June 21st meeting to Thursday, June 23rd. Member Capes made a second to the motion. The motion passed by a unanimous vote.

Member Capes made a motion to amend the Council's regular 2022 meeting calendar. Member Straughn made a second to the motion. The motion passed by a unanimous vote.

Manager's Report

Johnson stated that after some careful consideration, the Town of Jamestown is pleased to announce the appointment of Katie Weiner as Assistant Town Manager effective immediately.

As Assistant Manager, Weiner will assist in overseeing the day to day operations of the Town and assist and direct the staff in the implementation of the Town's Strategic Plan which was recently adopted and will be updated on a bi-annual basis. She will work directly with the Council and Manager in developing strategies to propel Jamestown into the future. She was hired by the Town in 2017, has a bachelor's degree in Political Science and a master's degree in Public Administration from Appalachian State University. She has been serving as Town Clerk and will continue to serve in that capacity as well. Over the last five years, she has received her Certified Municipal Clerk designation and completed UNC School of Government's Municipal and County Administration (MCA) program. The MCA program is a comprehensive course designed for officials whose responsibilities require understanding of local government beyond their individual areas of specializations and prepares them for a larger role within the organization. She has been an integral part of the Town's leadership team, brings a fresh perspective to public service and has an approachable personality. Her practical approach and experience on the Town's leadership team made her the perfect candidate.

Member Straughn asked about his concerns regarding the clerk serving a dual role. Johnson said the Town Attorney and School of Government do not see a conflict with that.

Johnson said the Town will celebrate Arbor Day this year with the assistance of the Publix Grocery Store by planting shrubs along the new walkway on East Main Street.

The Town is working with Piedmont Council of Government on a continuity plan that will assist in identifying where additional staff may be needed. This is a goal identified in the Strategic Pan.

We are working on the budget to present at the workshop on March 25th.

We are working on an application for a Parks and Recreation Trust Fund (PARTF) grant, also a goal on our Strategic Plan. We will bring information on this to the April meeting.

He recognized Justin King, a member of the golf course team as a mechanic. He recently completed the Equipment Management Certificate Level One program presented by the Golf Superintendents of America. He passed eight exams. Of particular note, he did this on his own and paid for it himself without any incentive from the Town. We have rewarded him for this and offered to reimburse him. It is a demonstration of his dedication to the Town.

Litter Sweep will be held on April 9th from 9 to 11 am. If interested in participating, contact Elizabeth at Town Hall.

We received the draft of the ADA transition plan today. The purpose is to determine which facilities need intervention to be ADA compliant. This will most likely be on the April agenda.

Member Straughn asked Blanchard about our lack of lighting on our side of the Guilford Technical Community College (GTCC) side of the train tracks. Blanchard said we have Duke Energy on board to install lighting and we will mirror what GTCC has.

DRAFT

Committee reports

Member Wolfe said she will attend the MPO TAC meeting next Tuesday and she and Blanchard are meeting with the NCDOT engineer next Thursday.

Member Capes reported that the Parks and Recreation Board met and approved minutes from the January 7, 2019 meeting. Because of Covid we have not been in the same space in a while. There was a lot of discussion around Parks and Recreation Trust Fund (PARTF) grant opportunities and support for the grant project recommendation was approved.

Member Rayborn informed Council that the AARP Livable Communities committee met on March 3rd. We primarily talked about upcoming programming. On March 31st from 10:30 am to 12:00 pm there will be a Broad Watch Network event about protecting yourself from scammers. It will be held via Zoom and also in person at the Civic Center. Registration is online through the Town's website. We also talked about bringing more programming to the Town such as having speakers.

Last night there was a Planning Board meeting about an amendment to the "Definitions" section of the Land Development Ordinance.

Member Wolfe asked Johnson to see about getting a quarterly report from Animal Control calls they receive from Jamestown.

Mayor Montgomery presented Interim Town Clerk Avery with a resolution thanking her for her time with the Town.

Member Rayborn mentioned a luncheon was held today for Avery and former Interim Town Manager Dave Treme and thanked them both for their services.

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

The meeting ended at 6:39 pm.

Lynn Montgomery, Mayor

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 the March 25th Special TC Meeting

AGENDA ITEM #: II-B

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie M. Weiner, Town Clerk

SUMMARY:

Minutes from the March 25th Special Town Council Meeting

ATTACHMENTS: Minutes from the March 25, 2022 Special Town Council Meeting

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

BUDGETARY IMPACT: N/A

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

FOLLOW UP ACTION NEEDED: N/A

DRAFT

**Special Meeting of the Town Council
March 25, 2022
9:00 am in the Clubhouse at the Jamestown Park & Golf Course
Minutes & General Account**

Council Members Present: Mayor Montgomery, Council Members Wolfe, Capes, and Straughn (virtually)

Council Members Absent: Council Member Rayborn

Staff Members Present: Matthew Johnson, Katie Weiner, Judy Gallman, Faith Wilson, Paul Blanchard, Scott Coakley, Jamey Claybrook, and Ross Sanderlin

Visitors Present: Carol Brooks

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

- Pledge of Allegiance- Mayor Montgomery led everyone in the Pledge of Allegiance.
- Moment of Silence- Mayor Montgomery called for a moment of silence.
- Approval of Agenda- Mayor Montgomery asked if there were any changes, additions, or deletions to make to the agenda. There were none.

Council Member Capes made a motion to approve the agenda for the March 25th Special Town Council meeting. Council Member Wolfe made a second to the motion. The motion passed by unanimous vote.

Introduction to Retreat- Johnson welcomed everyone to the Budget Retreat. He stated that staff was working diligently to ensure that the Town continue to provide superior services to the citizens of Jamestown while drafting the budget. He noted that the budget was still in a very preliminary stage.

Johnson said that the cost of living adjustment (COLA) is generally determined by the consumer price index (CPI). He added that the CPI was at almost 8% as a result of inflation. He stated that staff was requesting a COLA of 3.75%, a potential merit increase of 0-3%, and an addition of 0.5% to the 401K contribution to assist employees.

Johnson provided a brief overview of changes included in the rate schedule. He noted that staff was proposing a \$2.50 monthly increase for sanitation fees. He added that the solid waste fee had not been increased for several years. He said that a small increase had been included for water and sewer rates. He stated that this related to increases from Piedmont Triad Regional Water Authority (PTRWA) and the City of High Point.

Gallman said that the Town had received its first installment of the American Rescue Plan (ARP) funding last July. She added that the second installment should be received in the coming months. She noted that the rules surrounding how the money could be spent had changed several times. Gallman stated that staff was ensuring that the Town spent the money in appropriate ways. She noted that the School of Government (SOG) was going to host a webinar to provide further guidance on ARP funding and ways it could be used in April. She said that the SOG had advised that municipalities could claim revenue loss and this would allow the funding to be spent on general services. Gallman stated that staff had selected

a tentative date for public input on ARP funding and Capital Improvement Projects (CIP) for May 3rd from 4:00-6:00 pm in the Civic Center.

Reports from Department Heads and Superintendents- Johnson stated that department heads and staff would present an overview of their CIP items.

- Ross Sanderlin, Director of Golf-
 - *Driving Range Improvements-* Sanderlin stated that staff began discussing possible driving range improvements a few years ago. He said that about 25,000 square feet would be renovated and artificial turf would be installed in order to protect the grass. He noted that this would allow the driving range to stay open even if the ground was wet which would lead to additional revenue.

Council Members discussed the details of the driving range improvements with Sanderlin. Council Member Wolfe spoke about potentially pushing it out another year.

- Jamey Claybrook, Golf Course Superintendent-
 - *Bunker Construction-* Claybrook said that staff had spoken with Council about the bunker construction at their previous budget retreat. He stated that the project had been taken out of the upcoming budget and included in the budget for Fiscal Year (FY) 2023/24.
 - *2 Greensmaster TriFlex 3300 Mowers-* Claybrook stated that staff needed two new mowers for the greens in order to maintain the course.
 - *Groundsmaster 7200 Mower-* He said that the Groundsmaster was used to mow the outer rough of the course.
 - *Verticutters-* Claybrook said that the Town currently had one set of verticutters. He noted that it was hard to keep up with the work at the golf course with only one set. He added that the greens would be more consistent if his department had more verticutters.
 - *Groundsmaster 4700-* Claybrook said that this mower was used to mow the inner rough. He noted that he had included this in the CIP for FY 2023/24.

Council Member Straughn left the meeting at 9:36 am.

- Scott Coakley, Parks Superintendent- Coakley said that he did not have much to update Council on in regard to his CIP items because most of the projects were based on potential grant funding.
 - *Wrenn Miller Bathrooms-* Coakley stated that staff had pushed the bathroom construction at Wrenn Miller Park out a little bit after receiving direction from Council.

Council discussed the location and architectural details of the bathrooms with Coakley and Johnson.

Council Member Wolfe spoke with Coakley about quotes for an inclusive playground. She said that she would love for the Town to be able to construct one in the future.

- Paul Blanchard, Director of Public Services- Blanchard stated that he would provide an overview of the general fund CIP items first.

General Fund Projects

- *Roadway Improvements*- Blanchard stated that there was \$300,000 included in the CIP for the upcoming fiscal year for roadway improvements. He noted the street resurfacing would be funded partially by Powell Bill.
- *Crosswalk Improvements*- He said that several of the crosswalk improvements have been delayed due to the upcoming East Main Street water project.
- *New Sanitation Truck*- Blanchard said the truck was ordered in the current fiscal year, but would not be delivered until the next fiscal year started. Therefore, it was included in the CIP for the upcoming year.
- *Storm Drainage Improvements*- He said that he had been working with a consultant to revise the plans for that project. He added that staff was hoping to get the contract documents complete so that the project could be put out for bids.
- *Stormwater Mapping Project (Withers Ravenel)* - Blanchard stated that his project had been underway for about four years. He noted that staff believed the upcoming year would be the last year that the project would be included in the CIP.
- *Stormwater Audit Prep and Inspection (Blue Stream)*- He said that staff was requesting that Blue Stream be involved with the Town’s water quality feature. He added that they would also assist with the Town’s National Pollutant Discharge Elimination System (NPDES) permit. Blanchard said that staff was being proactive to prepare for the upcoming stormwater audit.

Council Members discussed the details of the upcoming stormwater audit with Blanchard and Johnson. Blanchard stated that there needed to be someone on the Town’s staff that could focus their attention on stormwater concerns. There was a brief discussion about stormwater utility fees and ways they are used to offset maintenance.

- *Crosswalk at Mendenhall Homeplace*- Blanchard said that he had met with NCDOT about the project. They told him that the permit for the project was underway.
- *HVAC System Replacements*- He said that the HVAC unit at Town Hall needed to be replaced. Blanchard stated that staff tries to ensure that the units are maintained according to a schedule.

Water/Sewer Fund Projects

- *Expansion of Randleman Reservoir Treatment Plant*- Blanchard said that staff was waiting for additional information regarding growth costs for the expansion project. He added that he believed construction would begin in 2024.

Council Members discussed potential growth and ways in which it would impact sewer capacity with Blanchard and Johnson.

- *Sewer System Improvements: Slip Lining*- Blanchard said that he was working on the slip lining contract. He added that camera work had been completed for those lines.
- *Plan/Survey for Water Line Replacements*- He stated that he was working with High Point and Greensboro to ensure that the Town makes good choices on how the water is delivered.
- *Main Street Water Line*- Blanchard said he was waiting on contract documents for the water line project.

Council Member Wolfe asked if it would be better to wait until the Jamestown Bypass was complete and open before the Town started to work on the Main Street water line. Blanchard said he would speak with NCDOT about potentially delaying the project.

- *Other Water Line Projects*- Blanchard noted that he would like to replace the water line along Penny Road before the sidewalk project begins.
- *Vehicle Replacement*- Blanchard stated that staff tried to replace one truck every year so that the Town does not have an old fleet.

Council Member Wolfe spoke about pushing the purchase of a new truck out to another fiscal year. She also noted the push towards electric vehicles and whether it would be mandated for municipalities in the future. Mayor Montgomery said that she did not think Public Services should be the first department to move towards electric vehicles if a percentage were required in the future. Johnson encouraged Council to remain on the current service vehicle replacement schedule.

- *Skid Steer*- He stated that staff would like to include the purchase of a skid steer in the CIP. He added that the current one was a 2012, and would likely be sent to the golf course.
- *Chipper*- Blanchard said that the chipper could be used to assist with cleanup after storms. Johnson said that it would have a long service life.
- Matthew Johnson, Town Manager- Johnson said that he would present an overview of the Planning Department's CIP items. He noted that there were not many changes and a lot of the projects revolved around grant funding.
 - *Oakdale Sidewalk Project*- Johnson said that staff was working on getting the Oakdale project going.
 - *Penny Road Sidewalk Project*- He added that staff would like to begin the design work for Penny Road.
 - *Main Street Corridor Study*- Johnson said that the project would be an opportunity to for staff to start the planning work for improvements along Main Street. He added that NCDOT may be able to provide funding once the planning components were complete.
 - *Mendenhall Crosswalk*- He said that this project was being pushed out to the upcoming fiscal year.
 - *Golf Course Strategic Plan*- Johnson stated that the Town's adopted strategic plan listed the preparation of an additional strategic plan specifically for the Jamestown Park and Golf Course. He added that he was obtaining quotes from different companies to create a business plan for the golf course.

Council Member Wolfe said that she was in favor of a business plan for the golf course.

Council Members discussed ongoing sidewalk project projects with staff. Mayor Montgomery asked about potentially extending the sidewalk on Gannaway Street to connect to Main Street on the post office side. Everyone agreed that a sidewalk at that location would be a good idea.

Mayor Montgomery called for a ten minute recess at 10:30 am.

Mayor Montgomery called the meeting back to order at 10:40 am.

Discussion of Topics for FY 2022/2023 Annual Budget-

- Staffing- Johnson noted that the Town had hired Matt Reece with PTRC to complete an Operations Continuity Plan. Reece had identified some key positions that needed additional help or had very little backup. Johnson used this plan to identify staffing needs. He presented an overview of the additional employees that staff was requesting. He noted that one employee in the Finance Department would retire in the coming year. He added that her current position, Accounting Manager/HR, would be broken into two different positions, HR Analyst and Utilities/Business Manager.

Johnson stated that a Planning Tech position was needed. He stated that this employee would assist the Town Planner. He added that Hawryluk had taken on multiple additional responsibilities during the year she had been with the Town. Johnson said that it would be reasonable to assume that she would be overwhelmed if there were any additional growth within the Town without someone to share the workload.

He explained that a Project Coordinator had been included in the proposed organizational chart. He noted that this would be an internal promotion and that the employee would primarily focus on overseeing projects onsite. This would include supervising contractors and consultants on sliplining projects, water/sewer construction, etc.

Johnson said that he would also like to add an Assistant Director of Public Services. He noted that this employee would assist with daily activities and provide customer service to citizens (ex. responding to complaints, answering questions, etc.). He noted that this would allow Blanchard to focus on upper-level water/sewer project planning and execution.

He stated that a Groundskeeper I was included to assist the Recreation Department. He said that Coakley needed additional help. He highlighted the amount of work being done by the two current employees in the Parks Department and noted that their busy season was just getting started.

Council Member Wolfe asked if public services, golf maintenance, and parks and rec employees were assisting each other when needed. Johnson said that they were.

Council Member Capes stated that Reece had recommended adding additional staff and Johnson had proposed a new organizational chart as a result. He noted that the changes made sense. He said that the Town needed to be proactive and plan for the future. Johnson said that it was important for the Town to provide high-quality services and additional staff were necessary to continue to do that.

Mayor Montgomery said that the Town had to add additional staff to the Finance Department and it made sense to add new employees to the Public Services Department.

Council Member Wolfe spoke with Johnson about specifics regarding splitting the Accounting Manager/HR position into two roles. She asked Johnson if the Planning Tech and Project Coordinator position could be combined. Johnson said they needed to be two separate positions.

Johnson said that the new positions were budgeted for half a year, with the exception of the HR Analyst, Utilities/Business Manager, and the Groundskeeper I which were budgeted for a full year. He stated that he was concerned about where to place new employees because there was no available office space in Town Hall for additional staff.

Council Member Wolfe asked Paul about his opinions on the new Public Services staff. He said he was in favor of it. She asked if the current employees could absorb some additional responsibilities. She also said that it may be more cost-effective to contract out for some of the new employees.

- Town Hall Renovations- Johnson said that Council had a copy of the proposed renovations to Town Hall. He added that the changes would provide the additional space that staff needed without having to expand the building. He added that the plan was to start with renovations to the Civic Center. He said that the goal was to make it a more professional Council Chambers. Johnson said it would be beneficial to be able to make phone calls and zoom calls in that room.

Johnson stated that the former Interim Town Manager's office would be a conference room. He noted that the Town Clerk's office would become the Human Resource Analyst's office. He added that this would be appropriate because there is an exterior door that would allow for additional privacy if needed. The current break room would become a future office space. Johnson stated that there would be a wall added for the Deputy Finance Officer. He said that the area where Council used to meet would be divided into an office for the Town Manager and the Town Clerk.

Council Members discussed the timeline of the renovations with Johnson.

Council Member Wolfe stated that she wanted the Civic Center to remain a multi-purpose room for Jamestown residents, civic groups, and non-profits. Johnson said that the civic groups have been meeting in the Mendenhall Room at the Jamestown Park and Golf Course and that seemed to be working well. He said that he would not recommend opening up the Civic Center/Council Chambers to other groups. He noted that staff was working on finding an additional space for groups to meet. Council Member Wolfe said that she wanted to consider reducing the rates for the Clubhouse to make it more affordable.

Council Member Capes stated that renovations to Town Hall were necessary in order to support staff and their needs.

- Recycling/Solid Waste- Johnson said that staff had received a tremendous amount of negative feedback about the current contracted recycling service provider. He stated that staff was looking at the possibility of providing recycling pickup through the Town instead of contracting the service out. Johnson said that a solid waste study had been conducted and that the Town needed to increase solid waste fees to help offset costs. He added that the Town would have to find a facility to accept recyclable materials and retrofit equipment to pick up totes.

Johnson said that it would be the best time to transition to totes for solid waste pickup if recycling services were going to be provided by Town staff. He noted that solid waste was currently picked up twice a week because residents did not have a storage option for trash. He

highlighted the ongoing problems with animals getting into the bags of trash that were put out for collection. Johnson noted that the Town would provide solid waste collection once a week if there was a transition to toters.

Council Member Wolfe asked why there would be a need to pick up trash once a week instead of twice. Johnson said that it took additional time to empty toters and that the sanitation crew already struggled to finish the route on time on Tuesdays after the weekend. He stated that the Town would add a bulk item pickup day to be collected with the knuckle boom truck. Johnson said that there would be a large public information campaign to make the transition to once a week pickup as easy as possible.

Council Members discussed the details of solid waste pickup with Johnson.

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

The meeting ended at 11:53 am.

Mayor

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: Financial Analysis for March 2002

AGENDA ITEM #: II-C

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

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 03-31-22.

Expenditures during March included HVAC systems at the Library, Guilford County Law Enforcement Contract for October-December, Versalift Southeast-replacement for bucket truck, and a new snow plow for the service truck. Services for during the month include Seth Harry; community planning and design, Withers Ravenel-ADA, Alliance Code Enforcement, solid waste study, storm water mapping project, Bradley Personnel Inc.; temp for open position, and painting hydrants.

Total cash & investments amounts have increased somewhat. This is due to the fact 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: 3 Page Summary and Detail to Actual Report for March 2022

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Town of Jamestown
 Financial Summary Report
 Cash Balances
 as of March 31, 2022

Petty Cash	\$	1,350
Operating Cash		2,636,126
Certificates of Deposit		3,002,503
Money Market Accounts - First Bank		1,227,961
North Carolina Capital Management Trust		10,224,175
	\$	<u>17,092,115</u>

Reservations of cash:

Cash reserved for Randleman Reservoir	\$	544,070
Cash reserved by Powell Bill for street improvements		342,260
General Capital Reserve Fund		42,449
East Fork Sidewalk Capital Project		78
Lydia Multi-use Greenway Capital Project		95,525
Oakdale Sidewalk Phase 3		114,219
Oakdale Sidewalk Phase 2		30,103
Recreational Maintenance Facility Capital Project		592,712
Grants Project Ordinance Fund - ARP		715,474
Water Sewer Capital Reserve Fund		672,062
	\$	<u>3,148,953</u>

Cash by Fund:

General	\$	4,570,445
General Capital Reserve Fund		42,449
East Fork Sidewalk Capital Project		78
Lydia Multi-use Greenway Capital Project		95,525
Oakdale Sidewalk Phase 3		114,219
Oakdale Sidewalk Phase 2		30,103
Recreational Maintenance Facility Capital Project		592,712
Grants Project Ordinance fund - ARP		715,474
Water/Sewer		9,714,977
Randleman Reservoir		544,070
Water/Sewer Capital Reserve Fund		672,062
	\$	<u>17,092,115</u>

Cash by Bank:

NCCMT	\$	10,224,175
Pinnacle Bank		4,636,126
First Bank		2,230,464
	\$	<u>17,090,765</u>

**Town of Jamestown
Financial Summary Report
Debt Balances
as of March 31, 2022**

Installment Purchase Debt:	Balance at 3/31/2022	Final Payment Date	Final Payment Fiscal Year
GENERAL FUND:			
Sanitation truck, financed in 2017	\$ 53,612	12/1/2023	2023/2024
Leaf truck, financed in 2017	54,805	12/1/2023	2023/2024
Knuckleboom truck, financed in 2020	89,378	5/7/2025	2024/2025
Golf Clubhouse Renovation	<u>383,351</u>	11/3/2027	2027/2028
	<u>\$ 581,146</u>		
WATER & SEWER FUND:			
Water & Sewer Maintenance Facility Construction	<u>\$ 287,476</u>	11/3/2027	2027/2028

Town of Jamestown
 Financial Summary Report
 Total Revenues & Expenditures by Fund
 as of March 31, 2022

	<u>General Fund (#10)</u>	<u>General Capital Reserve Fund (#11)</u>	<u>Water/Sewer Fund (#30)</u>	<u>Randieman Reservoir Fund (#60)</u>	<u>Water/Sewer Capital Reserve Fund (#61)</u>
Current Year Revenues (and transfers)	4,281,643	98,172	2,849,339	38,571	431,601
% of budget received	61%	97%	51%	30%	100%
% of budget, excluding appropriated fund balance, received	78%	97%	81%	100%	100%

Expenditures (and transfers)	3,865,193	57,560	2,494,147	118,445	-
% of budget expended	55%	57%	45%	96%	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	628,075	79,569	715,474
% of budget received	91%	99%	32%	108%	40%	50%
Life to Date Expenditures	1,613,324	1,953,680	103,812	38,313	49,486	-
% of budget expended	91%	98%	15%	7%	25%	0%

10 GENERAL FUND

Account	Received			Revenue	
	Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
3000					
3100 AD VALOREM TAXES	18,703.21	2,222,300.52	2,225,000.00	2,699.48	100 %
3101 Interest on Ad Valorem Taxes	488.67	3,026.45	2,500.00	-526.45	121 %
3102 Tax and Tag revenue	14,648.69	130,263.25	219,890.00	89,626.75	59 %
3103 Interest on Tax and Tag Revenues	124.36	944.44	1,000.00	55.56	94 %
3230 SALES AND USE TAX	97,235.79	495,829.29	841,000.00	345,170.71	59 %
3250 Solid Waste Disposal Tax	0.00	2,244.86	3,250.00	1,005.14	69 %
3256 ELECTRICITY SALES TAX	48,139.43	106,281.03	208,000.00	101,718.97	51 %
3257 TELECOMMUNICATIONS SALES TAX	6,443.49	13,595.08	35,000.00	21,404.92	39 %
3258 PIPED NATURAL GAS SALES TAX	4,402.04	5,564.33	18,500.00	12,935.67	30 %
3261 VIDEO PROGRAMMING TAX	8,647.39	17,391.78	42,000.00	24,608.22	41 %
3311 STATE GRANTS	50,000.00	50,000.00	0.00	-50,000.00	** %
3312 GRANTS FROM GUILFORD COUNTY	0.00	55,500.00	55,500.00	0.00	100 %
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	37,500.00	50,000.00	12,500.00	75 %
3341 Telecommunications Planning Fees	0.00	3,500.00	7,500.00	4,000.00	47 %
3343 REVIEW FEES	75.00	12,746.00	7,500.00	-5,246.00	170 %
3344 CODE ENFORCEMENT FEES	0.00	0.00	100.00	100.00	0 %
3345 INSPECTION AND PERMIT FEES	50.00	225.00	200.00	-25.00	113 %
3346 CELL TOWER RENTAL FEES	38,887.15	71,015.26	85,000.00	13,984.74	84 %
3348 REFUSE COLLECTION FEES	13,736.00	123,352.00	163,200.00	39,848.00	76 %
3600 GREEN FEES	43,465.00	375,309.00	515,000.00	139,691.00	73 %
3610 MECHANICAL CART RENTALS	25,612.00	207,234.00	270,000.00	62,766.00	77 %
3620 PULL CART RENTALS	22.00	189.00	300.00	111.00	63 %
3650 DRIVING RANGE	5,712.00	41,276.00	54,000.00	12,724.00	76 %
3660 GOLF SHOP CONCESSIONS SALES	7,475.92	65,906.15	82,800.00	16,893.85	80 %
3661 Golf Shop Grill Catering Revenues	0.00	0.00	500.00	500.00	0 %
3665 Golf Special Orders - Sales	0.00	8,818.89	9,000.00	181.11	98 %
3675 Golf Clubhouse Rental Fees	710.00	1,695.00	11,500.00	9,805.00	15 %
3831 INVESTMENT EARNINGS	739.03	5,334.94	2,500.00	-2,834.94	213 %
3832 Sponsorships	0.00	4,552.00	4,075.00	-477.00	112 %
3836 SALES - PRO SHOP GOLF INVENTORY	5,955.91	40,247.32	57,800.00	17,552.68	70 %
3837 SHELTER RENTALS	1,550.00	3,600.00	2,500.00	-1,100.00	144 %
3838 Building lease revenue	0.00	3,611.00	3,611.00	0.00	100 %
3839 MISCELLANEOUS REVENUES	89.46	430.52	1,000.00	569.48	43 %
3840 Rental Golf Sets	160.00	1,645.00	1,900.00	255.00	87 %
3841 Ball Field Rentals	1,950.00	5,450.00	6,000.00	550.00	91 %
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	57,559.64	76,600.00	19,040.36	75 %
3991 FUND BALANCE APPROPRIATED	0.00	0.00	1,481,515.00	1,481,515.00	0 %
Account Group Total:	395,022.54	4,281,842.88	6,966,241.00	2,684,398.12	61 %
Fund Total:	395,022.54	4,281,842.88	6,966,241.00	2,684,398.12	61 %
Grand Total:	395,022.54	4,281,842.88	6,966,241.00	2,684,398.12	61 %

① State directed grant

2

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	15,454.81	80,003.44	27,424.69	107,428.13	110,000.00	2,571.87
	2100 DEPARTMENT SUPPLIES	97.77	1,149.78	0.00	1,149.78	2,000.00	850.22
	2200 FOOD AND PROVISIONS	0.00	2,329.93	0.00	2,329.93	2,900.00	570.07
	2600 OFFICE SUPPLIES	30.18	30.18	0.00	30.18	200.00	169.82
	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	600.00	600.00
	3150 CONFERENCE FEES AND SCHOOLS	0.00	500.00	1,400.00	1,900.00	2,500.00	600.00
	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	96.00	0.00	96.00	600.00	504.00
	3800 DATA PROCESSING SERVICES	52.58	427.54	572.46	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	150.00	3,062.50	1,762.50	4,825.00	5,100.00	275.00
	9700 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
	Account Total:	15,785.34	96,706.11	31,159.65	127,865.76	142,200.00	14,334.24
4200	ADMINISTRATION EXPENDITURES						
	1000 SALARIES AND WAGES	31,399.88	220,870.38	0.00	220,870.38	345,000.00	124,129.62
	1003 LONGEVITY PAY	0.00	4,242.00	0.00	4,242.00	4,350.00	108.00
	1009 FICA EXPENSE	2,365.65	16,998.33	0.00	16,998.33	27,700.00	10,701.67
	1010 RETIREMENT EXPENSE	3,066.58	17,431.94	0.00	17,431.94	37,500.00	20,068.06
	1011 HEALTH INSURANCE EXPENSE	3,860.11	22,678.17	0.00	22,678.17	42,750.00	20,071.83
	1012 FLEX & PR TIME ADMIN FEES	6.00	100.20	18.00	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	1,213.38	7,030.30	0.00	7,030.30	14,575.00	7,544.70
	1019 PROFESSIONAL SERVICES	0.00	9,885.00	0.00	9,885.00	18,150.00	8,265.00
	2100 DEPARTMENT SUPPLIES	98.49	1,003.91	111.72	1,115.63	1,700.00	584.37
	2110 COVID SUPPLIES	0.00	285.12	0.00	285.12	300.00	14.88
	2200 FOOD AND PROVISIONS	-319.18	398.69	338.75	737.44	750.00	12.56
	2600 OFFICE SUPPLIES	407.98	1,311.41	0.00	1,311.41	2,000.00	688.59
	2900 ASSETS NOT CAPITALIZED	0.00	4,905.98	0.00	4,905.98	6,500.00	1,594.02
	3100 TRAVEL	912.20	11,775.62	0.00	11,775.62	14,800.00	3,024.38
	3150 CONFERENCE FEES AND SCHOOLS	250.00	1,950.00	0.00	1,950.00	3,000.00	1,050.00
	3200 COMMUNICATIONS	757.85	4,761.22	1,218.71	5,979.93	9,700.00	3,720.07
	3400 PRINTING	0.00	382.50	0.00	382.50	500.00	117.50
	3500 REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	300.00	300.00
	3800 DATA PROCESSING SERVICES	1,641.16	10,865.07	4,625.93	15,491.00	15,500.00	9.00
	3950 DUES AND SUBSCRIPTIONS	931.50	8,190.45	0.00	8,190.45	9,500.00	1,309.55
	3960 BANK AND MERCHANT FEES	0.00	3.00	0.00	3.00	200.00	197.00
	3980 MISCELLANEOUS EXPENSE	0.00	730.88	0.00	730.88	750.00	19.12
	4300 EQUIPMENT RENTAL	403.24	2,121.18	592.31	2,713.49	3,500.00	786.51
	4400 SERVICE & MAINTENANCE CONTRACTS	3,250.63	10,008.96	730.00	10,738.96	11,000.00	261.04
	4500 INSURANCE AND BONDING	0.00	459.59	0.00	459.59	1,000.00	540.41

① Roberson Hawthorn + Reese, Fox Rothschild LLP

② Black mountain software

04/08/22
14:34:26

TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 3 / 22

Page: 2 of 12
Report ID: B100B

10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
4990	OTHER CONTRACTED SERVICES	412.94	23,617.17	14,278.67	37,895.84	41,000.00	3,104.16
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
Account Total:		50,658.41	385,758.83	23,914.09	409,672.92	620,125.00	210,452.08
4900 PLANNING DEPARTMENT EXPENDITURES							
1000	SALARIES AND WAGES	4,614.00	104,916.15	0.00	104,916.15	160,000.00	55,083.85
1003	LONGEVITY PAY	0.00	2,548.00	0.00	2,548.00	2,550.00	2.00
1009	FICA EXPENSE	354.74	8,161.15	0.00	8,161.15	12,500.00	4,338.85
1010	RETIREMENT EXPENSE	526.00	12,250.92	0.00	12,250.92	19,000.00	6,749.08
1011	HEALTH INSURANCE EXPENSE	965.03	15,922.99	0.00	15,922.99	23,400.00	7,477.01
1012	FLEX & PR TIME ADMIN FEES	12.00	118.20	36.00	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	207.60	4,820.66	0.00	4,820.66	7,200.00	2,379.34
2100	DEPARTMENT SUPPLIES	56.10	972.49	97.00	1,069.49	4,500.00	3,430.51
2110	COVID SUPPLIES	0.00	103.68	0.00	103.68	105.00	1.32
2200	FOOD AND PROVISIONS	0.00	758.70	0.00	758.70	1,500.00	741.30
2500	VEHICLE SUPPLIES	0.00	208.05	0.00	208.05	500.00	291.95
2520	FUELS - GAS & OIL	0.00	363.54	0.00	363.54	1,050.00	686.46
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	2,000.00	874.48
3150	CONFERENCE FEES AND SCHOOLS	0.00	1,644.00	0.00	1,644.00	5,000.00	3,356.00
3200	COMMUNICATIONS	140.68	1,616.56	583.44	2,200.00	4,700.00	2,500.00
3400	PRINTING	0.00	739.50	0.00	739.50	1,000.00	260.50
3500	REPAIRS AND MAINTENANCE	0.00	359.95	0.00	359.95	500.00	140.05
3700	MARKETING / ADVERTISING	0.00	11,218.75	9,875.00	21,093.75	22,650.00	1,556.25
3800	DATA PROCESSING SERVICES	274.99	4,697.62	5,302.38	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	136.98	6,575.58	423.92	6,999.50	9,500.00	2,500.50
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	③ 10,955.00	179,118.10	37,210.30	216,328.40	224,700.00	8,371.60
4991	Telecommunications Contracted	0.00	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
Account Total:		18,143.12	366,980.88	60,278.04	427,258.92	537,600.00	110,341.08
5000 BUILDING & GROUNDS EXPENDITURES							
2100	DEPARTMENT SUPPLIES	514.38	4,761.21	409.06	5,170.27	8,000.00	2,829.73
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	384.00	545.00	0.00	545.00	600.00	55.00
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	153.28	1,319.04	459.02	1,778.06	2,000.00	221.94
3300	UTILITIES	1,946.45	12,427.53	0.00	12,427.53	28,000.00	15,572.47
3350	Water Utilities	14.96	130.99	0.00	130.99	400.00	269.01

③ Alliance Code Enforcement, Seth Hamy and Associates (Johnson Property),
Withers Ravenel inc

10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
3500	REPAIRS AND MAINTENANCE	0.00	852.75	5,000.00	5,852.75	50,000.00	44,147.25
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	150.00	150.00	0.00	150.00	200.00	50.00
4400	SERVICE & MAINTENANCE CONTRACTS	2,443.00	30,995.62	6,335.00	37,330.62	38,000.00	669.38
4500	INSURANCE AND BONDING	0.00	11,346.53	0.00	11,346.53	25,000.00	13,653.47
4990	OTHER CONTRACTED SERVICES	0.00	11,605.01	300.00	11,905.01	12,500.00	594.99
5800	CAPITAL OUTLAY - BUILDINGS &	④ 19,815.00	31,740.00	10,476.00	42,216.00	80,000.00	37,784.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,500.00	1,500.00
Account Total:		25,420.97	115,929.67	22,979.08	138,908.75	263,300.00	124,391.25
5100	PUBLIC SAFETY EXPENDITURES						
4910	SHERIFF CONTRACT	⑤ 67,708.51	139,272.88	0.00	139,272.88	515,000.00	375,727.12
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	0.00	6,132.00	0.00	6,132.00	12,500.00	6,368.00
Account Total:		67,708.51	149,767.60	1,628.40	151,396.00	535,500.00	384,104.00
5300	FIRE EXPENSES						
3956	Fire Inspection Fees	0.00	4,202.00	0.00	4,202.00	10,000.00	5,798.00
3980	MISCELLANEOUS EXPENSE	0.00	177.43	0.00	177.43	200.00	22.57
4900	PINECROFT SEDGEFIELD 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
Account Total:		0.00	532,522.19	0.00	532,522.19	716,266.00	183,743.81
5600	STREET MAINTENANCE EXPENDITURES						
2100	DEPARTMENT SUPPLIES	423.62	4,813.41	0.00	4,813.41	6,000.00	1,186.59
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	0.00	6,000.00	6,000.00	6,000.00	0.00
2500	VEHICLE SUPPLIES	208.34	5,487.31	0.00	5,487.31	7,000.00	1,512.69
2520	FUELS - GAS & OIL	397.66	3,555.73	0.00	3,555.73	3,500.00	-55.73
2900	ASSETS NOT CAPITALIZED	3,293.30	21,088.67	0.00	21,088.67	34,075.00	12,986.33
3300	UTILITIES	13,536.75	109,582.04	0.00	109,582.04	120,000.00	10,417.96
3500	REPAIRS AND MAINTENANCE	0.00	2,851.07	0.00	2,851.07	8,000.00	5,148.93
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	860.00	0.00	860.00	1,100.00	240.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	100.00	100.00
4400	SERVICE & MAINTENANCE CONTRACTS	160.00	1,440.00	480.00	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	⑥ 4,861.50	49,345.00	37,047.00	86,392.00	105,174.00	18,782.00
5400	CAPITAL OUTLAY - MOTOR VEHICLES	⑦ 32,506.00	32,506.00	0.00	32,506.00	32,506.00	0.00
5500	CAPITAL OUTLAY EQUIPMENT	⑧ 8,013.99	8,013.99	0.00	8,013.99	12,000.00	3,986.01
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
Account Total:		63,401.16	246,699.71	43,527.00	290,226.71	552,655.00	262,428.29

- ④ Kay Heating + Air Conditioner - Library HVAC
- ⑤ Guilford County - Law Enforcement Contract - Oct - Dec. 2021
- ⑥ Withers Ravenel, Inc - stormwater mapping project
- ⑦ Versalift Southeast - replacement for bucket truck
- ⑧ FirsyTh Mower Works - snow plow

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	6,193.30	60,173.42	0.00	60,173.42	104,985.00	44,811.58
1003	LONGEVITY PAY	0.00	1,260.00	0.00	1,260.00	1,650.00	390.00
1009	FICA EXPENSE	461.27	4,595.48	0.00	4,595.48	8,400.00	3,804.52
1010	RETIREMENT EXPENSE	708.89	7,029.10	0.00	7,029.10	11,910.00	4,880.90
1011	HEALTH INSURANCE EXPENSE	1,930.06	17,370.54	0.00	17,370.54	33,105.00	15,734.46
1012	FLEX & PR TIME ADMIN FEES	12.00	214.10	36.00	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	25.00	25.00
1017	401K EXPENSE	278.12	2,636.66	0.00	2,636.66	4,900.00	2,263.34
2100	DEPARTMENT SUPPLIES	42.00	835.00	0.00	835.00	2,000.00	1,165.00
2110	COVID SUPPLIES	0.00	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	702.00	11,043.85	0.00	11,043.85	11,345.00	301.15
2520	FUELS - GAS & OIL	1,841.83	10,659.55	5,784.72	16,444.27	20,000.00	3,555.73
3200	COMMUNICATIONS	25.00	491.07	161.99	653.06	1,000.00	346.94
3500	REPAIRS AND MAINTENANCE	0.00	788.26	0.00	788.26	4,000.00	3,211.74
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	600.00	600.00
3900	DRUG TESTING & BACKGROUND CHECKS	51.00	102.00	898.00	1,000.00	1,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	4,032.22	37,285.49	27,714.51	65,000.00	65,000.00	0.00
3945	Recycle Fees	8,209.18	73,882.62	25,957.38	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	3,343.05	32,144.76	286.65	32,431.41	42,875.00	10,443.59
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	50.00	50.00
Account Total:		27,829.92	269,462.18	258,626.96	528,089.14	650,450.00	122,360.86
6200 RECREATION EXPENDITURES							
1000	SALARIES AND WAGES	7,452.00	72,705.34	0.00	72,705.34	121,000.00	48,294.66
1003	LONGEVITY PAY	0.00	2,527.00	0.00	2,527.00	2,850.00	323.00
1009	FICA EXPENSE	558.29	5,677.41	0.00	5,677.41	9,500.00	3,822.59
1010	RETIREMENT EXPENSE	852.39	8,558.61	0.00	8,558.61	11,500.00	2,941.39
1011	HEALTH INSURANCE EXPENSE	1,930.05	16,840.76	0.00	16,840.76	23,400.00	6,559.24
1012	FLEX & PR TIME ADMIN FEES	6.00	100.20	18.00	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	3,130.10	0.00	3,130.10	4,450.00	1,319.90
2100	DEPARTMENT SUPPLIES	1,095.43	4,731.37	73.80	4,805.17	10,000.00	5,194.83
2110	COVID SUPPLIES	0.00	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	2,029.90	2,581.65	0.00	2,581.65	4,000.00	1,418.35
2142	FERTILIZER AND LIME	256.00	961.00	0.00	961.00	2,000.00	1,039.00
2143	IRRIGATION SUPPLIES	0.00	0.00	0.00	0.00	1,200.00	1,200.00
2144	MULCH & PINE NEEDLES	772.50	1,235.12	0.00	1,235.12	4,500.00	3,264.88
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	0.00	1,497.70	650.00	2,147.70	3,000.00	852.30
2500	VEHICLE SUPPLIES	0.00	414.36	0.00	414.36	1,000.00	585.64
2520	FUELS - GAS & OIL	332.89	3,529.03	0.00	3,529.03	6,000.00	2,470.97

① Bradley Personnel INC - Temp hires for sanitation truck

10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2550	EQUIPMENT SUPPLIES	499.03	1,256.50	0.00	1,256.50	3,500.00	2,243.50
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	300.00	300.00
2900	ASSETS NOT CAPITALIZED	0.00	5,420.05	0.00	5,420.05	6,900.00	1,479.95
3100	TRAVEL	0.00	420.83	0.00	420.83	1,000.00	579.17
3150	CONFERENCE FEES AND SCHOOLS	0.00	115.00	0.00	115.00	1,500.00	1,385.00
3200	COMMUNICATIONS	343.88	2,716.82	830.66	3,547.48	4,000.00	452.52
3300	UTILITIES	1,405.30	11,127.37	0.00	11,127.37	13,500.00	2,372.63
3350	Water Utilities	30.07	187.74	0.00	187.74	650.00	462.26
3500	REPAIRS AND MAINTENANCE	980.72	1,819.97	0.00	1,819.97	2,500.00	680.03
3800	DATA PROCESSING SERVICES	20.37	166.42	233.58	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	1,000.00	1,410.00	0.00	1,410.00	1,420.00	10.00
3980	MISCELLANEOUS EXPENSE	0.00	130.35	0.00	130.35	500.00	369.65
3981	Special Events	784.83	7,144.83	2,105.00	9,249.83	14,000.00	4,750.17
4101	Library Services	0.00	95,500.00	0.00	95,500.00	109,500.00	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	2,089.02	19,602.43	3,363.79	22,966.22	23,000.00	33.78
4400	SERVICE & MAINTENANCE CONTRACTS	140.00	2,277.30	420.00	2,697.30	3,000.00	302.70
4500	INSURANCE AND BONDING	0.00	944.08	0.00	944.08	1,800.00	855.92
4990	OTHER CONTRACTED SERVICES	140.00	640.00	871.00	1,511.00	5,000.00	3,489.00
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	15,000.00	15,000.00	172,100.00	157,100.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	45.00	45.00
Account Total:		23,054.01	312,719.72	23,899.83	336,619.55	622,570.00	285,950.45
6300	GOLF COURSE MAINTENANCE						
1000	SALARIES AND WAGES	27,269.20	251,468.06	0.00	251,468.06	400,000.00	148,531.94
1003	LONGEVITY PAY	0.00	3,388.00	0.00	3,388.00	3,500.00	112.00
1009	FICA EXPENSE	1,993.68	18,719.50	0.00	18,719.50	31,000.00	12,280.50
1010	RETIREMENT EXPENSE	3,125.79	29,018.83	0.00	29,018.83	41,000.00	11,981.17
1011	HEALTH INSURANCE EXPENSE	6,755.21	58,384.25	0.00	58,384.25	82,000.00	23,615.75
1012	FLEX & PR TIME ADMIN FEES	6.00	18.00	18.00	36.00	500.00	464.00
1013	RETIREE HEALTH INSURANCE EXPENSE	220.32	1,982.88	0.00	1,982.88	10,400.00	8,417.12
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	1,227.05	11,255.37	0.00	11,255.37	16,050.00	4,794.63
1018	457b EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
2100	DEPARTMENT SUPPLIES	1,186.87	7,315.33	310.60	7,625.93	8,500.00	874.07
2110	COVID SUPPLIES	0.00	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	9,699.40	35,525.90	1,097.00	36,622.90	45,000.00	8,377.10
2142	FERTILIZER AND LIME	0.00	2,936.50	0.00	2,936.50	30,000.00	27,063.50
2143	IRRIGATION SUPPLIES	0.00	3,211.18	0.00	3,211.18	7,000.00	3,788.82
2144	MULCH & PINE NEEDLES	712.50	712.50	0.00	712.50	3,000.00	2,287.50
2145	TOPSOIL (Sand)	129.00	1,964.92	0.00	1,964.92	10,000.00	8,035.08
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	238.22	1,071.44	0.00	1,071.44	1,800.00	728.56
2500	VEHICLE SUPPLIES	464.49	464.49	0.00	464.49	600.00	135.51

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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	1,225.32	10,753.43	7,354.00	18,107.43	23,000.00	4,892.57
2550	EQUIPMENT SUPPLIES	2,139.69	21,381.78	1,675.39	23,057.17	28,500.00	5,442.83
2600	OFFICE SUPPLIES	0.00	131.96	0.00	131.96	500.00	368.04
2900	ASSETS NOT CAPITALIZED	379.99	3,929.35	2,915.40	6,844.75	9,200.00	2,355.25
3100	TRAVEL	0.00	2,129.78	0.00	2,129.78	3,000.00	870.22
3150	CONFERENCE FEES AND SCHOOLS	352.02	1,297.02	0.00	1,297.02	1,500.00	202.98
3200	COMMUNICATIONS	503.95	4,544.76	1,204.68	5,749.44	6,500.00	750.56
3300	UTILITIES	1,414.18	9,772.24	0.00	9,772.24	19,000.00	9,227.76
3350	Water Utilities	30.07	187.74	0.00	187.74	350.00	162.26
3500	REPAIRS AND MAINTENANCE	439.44	1,789.44	10,640.92	12,430.36	10,000.00	-2,430.36
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	300.00	300.00
3800	DATA PROCESSING SERVICES	55.14	472.22	227.78	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	145.97	1,923.57	341.89	2,265.46	3,000.00	734.54
3950	DUES AND SUBSCRIPTIONS	1,800.00	4,652.49	0.00	4,652.49	4,700.00	47.51
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4300	EQUIPMENT RENTAL	7,814.52	50,241.67	11,516.22	61,757.89	62,400.00	642.11
4400	SERVICE & MAINTENANCE CONTRACTS	40.00	3,124.29	120.00	3,244.29	4,000.00	755.71
4500	INSURANCE AND BONDING	0.00	8,707.25	0.00	8,707.25	9,300.00	592.75
4950	LAB TESTING	0.00	0.00	0.00	0.00	600.00	600.00
4990	OTHER CONTRACTED SERVICES	110.00	370.01	600.00	970.01	3,300.00	2,329.99
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 &	7,180.00	7,180.00	3,620.00	10,800.00	120,000.00	109,200.00
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	0.00	0.00
Account Total:		76,658.02	603,754.22	126,096.48	729,850.70	1,162,800.00	432,949.30
6301	GOLF SHOP EXPENDITURES						
1000	SALARIES AND WAGES	18,565.81	190,309.90	0.00	190,309.90	293,000.00	102,690.10
1003	LONGEVITY PAY	0.00	3,187.00	0.00	3,187.00	3,300.00	113.00
1009	FICA EXPENSE	1,431.05	14,907.18	0.00	14,907.18	23,000.00	8,092.82
1010	RETIREMENT EXPENSE	1,594.50	15,929.34	0.00	15,929.34	22,000.00	6,070.66
1011	HEALTH INSURANCE EXPENSE	3,858.23	34,724.07	0.00	34,724.07	46,500.00	11,775.93
1012	FLEX & PR TIME ADMIN FEES	0.00	0.00	0.00	0.00	100.00	100.00
1013	RETIREE HEALTH INSURANCE EXPENSE	0.00	5,915.82	0.00	5,915.82	9,700.00	3,784.18
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	5,968.05	0.00	5,968.05	8,250.00	2,281.95
2100	DEPARTMENT SUPPLIES	992.74	5,691.06	906.98	6,598.04	9,500.00	2,901.96
2101	Grill Supplies	217.73	1,861.08	3,138.92	5,000.00	8,500.00	3,500.00
2110	COVID SUPPLIES	0.00	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	0.00	314.41	0.00	314.41	350.00	35.59
2400	CONSTRUCTION & REPAIR SUPPLIES	124.96	124.96	0.00	124.96	1,000.00	875.04
2520	FUELS - GAS & OIL	0.00	0.00	0.00	0.00	300.00	300.00
2600	OFFICE SUPPLIES	270.84	722.83	0.00	722.83	1,000.00	277.17
2700	GOLF INVENTORY FOR RESALE	10,824.56	36,536.34	13,225.44	49,761.78	56,500.00	6,738.22
2705	Golf Special Orders - Purchases	0.00	5,761.69	1,200.00	6,961.69	7,500.00	538.31
2710	CONCESSION INVENTORY RESALE	1,771.98	19,433.91	12,566.09	32,000.00	32,000.00	0.00
2715	Food purchased not in inventory	1,288.48	9,392.90	4,651.39	14,044.29	16,000.00	1,955.71

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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
2900	ASSETS NOT CAPITALIZED	0.00	993.88	0.00	993.88	2,500.00	1,506.12
3100	TRAVEL	0.00	0.00	0.00	0.00	500.00	500.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3200	COMMUNICATIONS	793.69	6,906.32	2,494.22	9,400.54	11,000.00	1,599.46
3300	UTILITIES	1,170.10	8,783.78	0.00	8,783.78	17,000.00	8,216.22
3350	Water Utilities	30.06	187.72	0.00	187.72	300.00	112.28
3400	PRINTING	0.00	54.00	0.00	54.00	250.00	196.00
3500	REPAIRS AND MAINTENANCE	0.00	2,906.65	1,555.00	4,461.65	4,500.00	38.35
3700	MARKETING / ADVERTISING	60.40	638.60	261.40	900.00	1,000.00	100.00
3800	DATA PROCESSING SERVICES	783.90	6,502.39	1,897.61	8,400.00	8,400.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	109.00	451.00	1,549.00	2,000.00	2,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	136.97	1,395.10	404.90	1,800.00	2,500.00	700.00
3950	DUES AND SUBSCRIPTIONS	1,700.00	2,254.00	0.00	2,254.00	2,300.00	46.00
3955	Permit Fees	0.00	120.00	0.00	120.00	200.00	80.00
3960	BANK AND MERCHANT FEES	903.08	15,072.74	7,137.07	22,209.81	22,500.00	290.19
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	250.00	250.00
4300	EQUIPMENT RENTAL	304.40	1,478.88	566.83	2,045.71	2,500.00	454.29
4310	GOLF CART RENTALS	5,327.28	53,272.80	10,654.56	63,927.36	65,800.00	1,872.64
4311	SALES AND USE TAX PAID	828.27	13,547.49	0.00	13,547.49	18,000.00	4,452.51
4400	SERVICE & MAINTENANCE CONTRACTS	935.68	11,406.44	2,293.36	13,699.80	16,000.00	2,300.20
4500	INSURANCE AND BONDING	0.00	6,643.26	0.00	6,643.26	13,500.00	6,856.74
4990	OTHER CONTRACTED SERVICES	80.00	2,486.01	500.00	2,986.01	5,000.00	2,013.99
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	22,852.60	0.00	22,852.60	25,000.00	2,147.40
9700	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Account Total:		54,733.05	514,288.25	67,627.77	581,916.02	770,200.00	188,283.98
8000 Debt Service							
7100	DEBT PRINCIPAL PAYMENTS	15,101.13	116,320.85	0.00	116,320.85	223,500.00	107,179.15
7200	DEBT INTEREST PAYMENTS	781.25	12,035.49	0.00	12,035.49	24,000.00	11,964.51
Account Total:		15,882.38	128,356.34	0.00	128,356.34	247,500.00	119,143.66
9600 OTHER FINANCING USES							
9600	TRANSFERS TO OTHER FUNDS	1,395.89	142,247.13	0.00	142,247.13	145,075.00	2,827.87
Account Total:		1,395.89	142,247.13	0.00	142,247.13	145,075.00	2,827.87
Account Group Total:		440,670.78	3,865,192.83	659,737.30	4,524,930.13	6,966,241.00	2,441,310.87
Fund Total:		440,670.78	3,865,192.83	659,737.30	4,524,930.13	6,966,241.00	2,441,310.87

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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	① 1,395.89	98,172.13	101,000.00	2,827.87	97 %
Account Group Total:	1,395.89	98,172.15	101,010.00	2,837.85	97 %
Fund Total:	1,395.89	98,172.15	101,010.00	2,837.85	97 %

① .02 tax collection for 4/1/2022

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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	57,559.64	0.00	57,559.64	76,600.00	19,040.36
9800	RESERVE FOR FUTURE EXPENDITURES	0.00	0.00	0.00	0.00	24,410.00	24,410.00
	Account Total:	0.00	57,559.64	0.00	57,559.64	101,010.00	43,450.36
	Account Group Total:	0.00	57,559.64	0.00	57,559.64	101,010.00	43,450.36
	Fund Total:	0.00	57,559.64	0.00	57,559.64	101,010.00	43,450.36

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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	102.83	3,152.09	3,200.00	47.91	99 %
3710 UTILITY CHARGE - WATER	64,748.15	678,094.93	925,000.00	246,905.07	73 %
3720 UTILITY CHARGE - SEWER	99,844.15	1,787,388.30	2,415,000.00	627,611.70	74 %
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	1,050.00	7,550.00	10,000.00	2,450.00	76 %
3750 NONPAYMENT / RECONNECTION FEES	2,700.00	16,350.00	12,000.00	-4,350.00	136 %
3755 Return Check Fees	25.00	125.00	350.00	225.00	36 %
3760 LATE FEES	1,620.00	16,470.00	18,000.00	1,530.00	92 %
3765 CREDIT CARD ADMINISTRATION FEES	68.77	442.08	200.00	-242.08	221 %
3831 INVESTMENT EARNINGS	0.00	1,384.59	5,000.00	3,615.41	28 %
3835 SALES OF FIXED ASSETS	27,000.00	27,000.00	0.00	-27,000.00	** %
3839 MISCELLANEOUS REVENUES	10.00	1,162.60	100.00	-1,062.60	*** %
3910 Insurance Recoveries	0.00	3,999.71	0.00	-3,999.71	** %
3987 TRANSFER FROM RANDLEMAN CAPITAL RESERVE FUND	0.00	118,444.72	123,000.00	4,555.28	96 %
3992 NET POSITION APPROPRIATED	0.00	0.00	2,054,355.00	2,054,355.00	0 %
Account Group Total:	197,168.90	2,849,339.02	5,566,805.00	2,717,465.98	51 %
Fund Total:	197,168.90	2,849,339.02	5,566,805.00	2,717,465.98	51 %

① Sale of JCB Backhoe and Ford New Holland 4630 Tractor

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	48,046.84	486,034.40	0.00	486,034.40	708,000.00	221,965.60
1003	LONGEVITY PAY	0.00	14,325.00	0.00	14,325.00	14,500.00	175.00
1009	FICA EXPENSE	3,654.81	38,207.66	0.00	38,207.66	55,500.00	17,292.34
1010	RETIREMENT EXPENSE	5,477.34	57,040.93	0.00	57,040.93	80,000.00	22,959.07
1011	HEALTH INSURANCE EXPENSE	10,615.33	102,293.14	0.00	102,293.14	140,100.00	37,806.86
1012	FLEX & PR TIME ADMIN FEES	24.00	332.30	72.00	404.30	600.00	195.70
1013	RETIREE HEALTH INSURANCE EXPENSE	1,357.23	8,710.77	0.00	8,710.77	12,800.00	4,089.23
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	2,099.49	20,904.18	0.00	20,904.18	31,500.00	10,595.82
1019	PROFESSIONAL SERVICES	0.00	9,636.75	0.00	9,636.75	11,450.00	1,813.25
2100	DEPARTMENT SUPPLIES	599.37	14,132.19	3,578.41	17,710.60	30,000.00	12,289.40
2105	WATER METERS	3,700.00	9,250.00	0.00	9,250.00	30,000.00	20,750.00
2110	COVID SUPPLIES	0.00	704.16	0.00	704.16	750.00	45.84
2200	FOOD AND PROVISIONS	329.18	972.35	338.75	1,311.10	1,600.00	288.90
2400	CONSTRUCTION & REPAIR SUPPLIES	2,936.32	11,469.64	4,056.31	15,525.95	20,000.00	4,474.05
2500	VEHICLE SUPPLIES	4,143.96	6,135.60	0.00	6,135.60	7,500.00	1,364.40
2520	FUELS - GAS & OIL	1,248.76	19,320.37	2,679.63	22,000.00	30,000.00	8,000.00
2550	EQUIPMENT SUPPLIES	2,909.11	5,404.45	0.00	5,404.45	5,000.00	-404.45
2600	OFFICE SUPPLIES	228.17	1,007.42	0.00	1,007.42	2,000.00	992.58
2750	PURCHASE OF WATER	19,713.93	173,563.85	93,653.41	267,217.26	365,000.00	97,782.74
2755	Water Transmission Fees	1,692.30	13,538.40	0.00	13,538.40	26,000.00	12,461.60
2900	ASSETS NOT CAPITALIZED	389.98	5,306.00	2,427.55	7,733.55	25,000.00	17,266.45
3100	TRAVEL	74.88	265.88	0.00	265.88	4,500.00	4,234.12
3150	CONFERENCE FEES AND SCHOOLS	0.00	2,915.00	0.00	2,915.00	7,500.00	4,585.00
3200	COMMUNICATIONS	1,839.55	18,403.83	7,445.60	25,849.43	33,500.00	7,650.57
3300	UTILITIES	1,401.28	10,892.00	1,216.83	12,108.83	15,000.00	2,891.17
3350	Water Utilities	14.85	76.15	0.00	76.15	500.00	423.85
3400	PRINTING	408.61	3,679.50	1,218.50	4,898.00	7,000.00	2,102.00
3500	REPAIRS AND MAINTENANCE	① 9,389.66	33,585.62	0.00	33,585.62	40,000.00	6,414.38
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3800	DATA PROCESSING SERVICES	1,378.56	11,370.12	9,379.88	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/C	1,024.02	1,306.49	0.00	1,306.49	4,000.00	2,693.51
3950	DUES AND SUBSCRIPTIONS	1,649.50	4,923.30	0.00	4,923.30	6,000.00	1,076.70
3955	Permit Fees	327.50	3,235.00	0.00	3,235.00	5,000.00	1,765.00
3960	BANK AND MERCHANT FEES	1,108.53	10,293.17	2,975.18	13,268.35	14,500.00	1,231.65
3980	MISCELLANEOUS EXPENSE	0.00	158.40	0.00	158.40	1,500.00	1,341.60
4300	EQUIPMENT RENTAL	403.21	2,348.07	1,642.37	3,990.44	14,000.00	10,009.56
4400	SERVICE & MAINTENANCE CONTRACTS	7,062.22	34,362.07	7,422.99	41,785.06	50,000.00	8,214.94
4401	NC811 Fees	155.25	1,128.00	1,372.00	2,500.00	2,500.00	0.00
4500	INSURANCE AND BONDING	97.70	26,607.42	0.00	26,607.42	34,150.00	7,542.58
4950	LAB TESTING	242.00	3,602.00	5,398.00	9,000.00	9,000.00	0.00
4960	SEWER TREATMENT	③ 101,816.69	379,138.57	0.00	379,138.57	840,000.00	460,861.43
4990	OTHER CONTRACTED SERVICES	② 5,576.17	31,889.65	90,458.19	122,347.84	198,000.00	75,652.16
4995	ENGINEERING FEES NOT CAPITALIZED	0.00	0.00	10,800.00	10,800.00	11,000.00	200.00
5400	CAPITAL OUTLAY - MOTOR VEHICLES	1,342.41	89,984.31	0.00	89,984.31	90,500.00	515.69
5500	CAPITAL OUTLAY EQUIPMENT	0.00	129,005.66	100,698.32	229,703.98	229,725.00	21.02
5900	CAPITAL OUTLAY - BUILDINGS &	0.00	0.00	0.00	0.00	50,000.00	50,000.00

- ① Terry Labonte Chevrolet - repairs to service check damage from deer
Roddars + Jet Supply Company - service engine on sewer jet truck
- ② Dillon + Enffim - water/sewer line repair
Russell Saxon - Hydrant painting
- ③ City of High Point - Sewer Treatment

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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	625.00	625.00	4,375.00	5,000.00	949,300.00	944,300.00
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	0.00	118,444.72	0.00	118,444.72	123,000.00	4,555.28
6810	Payments for Odor Control Project	0.00	10,949.52	0.00	10,949.52	22,000.00	11,050.48
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	37,502.49	0.00	37,502.49	50,005.00	12,502.51
7200	DEBT INTEREST PAYMENTS	0.00	5,672.25	0.00	5,672.25	7,500.00	1,827.75
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	0.00	0.00
Account Total:		245,103.71	2,494,147.21	353,758.92	2,847,906.13	5,566,805.00	2,718,898.87
Account Group Total:		245,103.71	2,494,147.21	353,758.92	2,847,906.13	5,566,805.00	2,718,898.87
Fund Total:		245,103.71	2,494,147.21	353,758.92	2,847,906.13	5,566,805.00	2,718,898.87

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Statement of Revenue Budget vs Actuals
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60 RANDLEMAN RESERVOIR CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue %	
	Current Month	Received YTD		To Be Received	Received
3000					
3831 INVESTMENT EARNINGS	35.00	71.44	100.00	28.56	71 %
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 %
Account Group Total:	35.00	36,571.44	123,000.00	86,428.56	30 %
Fund Total:	35.00	36,571.44	123,000.00	86,428.56	30 %

04/08/22
14:34:27

TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 3 / 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	118,444.72	0.00	118,444.72	123,000.00	4,555.28
	Account Total:	0.00	118,444.72	0.00	118,444.72	123,000.00	4,555.28
	Account Group Total:	0.00	118,444.72	0.00	118,444.72	123,000.00	4,555.28
	Fund Total:	0.00	118,444.72	0.00	118,444.72	123,000.00	4,555.28

04/10/22
11:34:52

TOWN OF JAMESTOWN, NC
Statement of Revenue Budget vs Actuals
For the Accounting Period: 3 / 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	1.96	10.00	8.02	20 %
3985 TRANSFER FROM ENTERPRISE FUNDS	0.00	431,599.00	431,600.00	1.00	100 %
Account Group Total:	0.00	431,600.98	431,610.00	9.02	100 %
Fund Total:	0.00	431,600.98	431,610.00	9.02	100 %
Grand Total:	593,622.33	7,697,526.47	13,188,666.00	5,491,139.53	58 %

04/08/22
14:34:27

TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 3 / 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
	Account Total:	0.00	0.00	0.00	0.00	431,610.00	431,610.00
	Account Group Total:	0.00	0.00	0.00	0.00	431,610.00	431,610.00
	Fund Total:	0.00	0.00	0.00	0.00	431,610.00	431,610.00
	Grand Total:	685,774.49	6,535,344.40	1,013,496.22	7,548,840.62	13,188,666.00	5,639,825.38

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 March 2022

AGENDA ITEM #: II-D

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

Attached is the report for golf operations for March 2022.

Total revenues for the month of March 2022 were \$89,113 and operating expenditures were \$131,391. Thus there was a net operating loss of \$42,278 for the month. In March 2021, there was an operating loss of \$3,996.

For the month of March 2022 there were 2,412 rounds played, and 2,240 rounds played in March 2021.

March 2022 was a better month for golf; the course had 8 weather days and no closed days. There were two lease payments were made in March.

The grill had a made a profit of \$5 for March 2022; in March 2021, made a profit of \$704. For the current fiscal year-to-date the grill has a net loss of \$10,734; in 2021 (year to date), there was a net loss of \$12,676.

ATTACHMENTS: Golf Report March 2022

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Summary
FYE 6/30/22

	<u>March 2022</u>	<u>March 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>
Golf Course Operating Revenues	89,113	80,324	8,789	10.94%	742,320	704,021	38,299	5.44%
Golf Course Maintenance Expenditures (before capital outlay)	69,478	39,710	29,768	74.96%	563,196	498,526	64,670	12.97%
Golf Course Golf Shop Expenditures (before capital outlay)	<u>54,733</u>	<u>44,610</u>	<u>10,123</u>	22.69%	<u>491,436</u>	<u>433,704</u>	<u>57,732</u>	13.31%
Net exp < or > rev before Capital Outlay	(35,098)	(3,996)	(31,102)	778.33%	(312,311)	(228,209)	(84,102)	
Capital Outlay	<u>7,180</u>	<u>-</u>	<u>7,180</u>		<u>63,411</u>	<u>1,967</u>	<u>(61,444)</u>	
Net expenditures < or > revenues	<u>(42,278)</u>	<u>(3,996)</u>	<u>(38,282)</u>	-958.01%	<u>(375,722)</u>	<u>(230,176)</u>	<u>(145,546)</u>	-63.23%
Golf Rounds Played (not including complimentary play)	2,412	2,240			16,001	21,199		
Bad Weather Days (1)	8	8			73	66		
Days closed for aerification, covered greens, COVID	0	1			6	4		
Golf course employees paid during the month:								
Full-time positions	11	7						
Part-time hours	483	734						

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

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

	<u>March 2022</u>	<u>March 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	43,465	41,228	2,237	5.43%	375,309	363,513	11,796	3.25%
Cart Rentals	25,612	22,899	2,713	11.85%	207,234	203,751	3,483	1.71%
Pull Carts	22	22	-	0.00%	189	254	(65)	-25.59%
Driving Range	5,712	5,422	290	5.35%	41,276	38,596	2,680	6.94%
Sales - Golf Shop Inventory	5,956	4,015	1,941	48.34%	49,066	40,289	8,777	21.79%
Sales - Golf Shop Concessions	7,476	6,643	833	12.54%	65,906	56,548	9,358	16.55%
Golf Clubhouse Rental Fees	870	95 (golf clubs)	775	815.79%	3,340	1,070 (golf clubs)	2,270	212.15%
Ins Recoveries	-	-	-	-	-	-	-	-
	<u>89,113</u>	<u>80,324</u>	<u>8,789</u>	10.94%	<u>742,320</u>	<u>704,021</u>	<u>38,299</u>	5.44%

Note:

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

	<u>March 2022</u>	<u>March 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>
Salaries & Employee Benefits	a. 40,597	26,004	14,593	56.12%	382,128	338,722	43,406	12.81%
Supplies & Materials	16,175	7,647	8,528	111.53%	91,747	80,831	10,916	13.50%
Contractual Services	7,965	3,768	4,197	111.37%	62,443	60,018	2,425	4.04%
Other Operating Expenditures (utilities, communications, etc)	<u>4,741</u>	<u>2,291</u>	<u>2,450</u>	106.93%	<u>26,878</u>	<u>18,955</u>	<u>7,923</u>	41.80%
Total Exp before Capital Outlay	<u>69,478</u>	<u>39,710</u>	<u>29,768</u>	74.96%	<u>563,196</u>	<u>498,526</u>	<u>64,670</u>	12.97%
Capital Outlay	b. <u>7,180</u>	<u>-</u>	<u>7,180</u>		<u>40,558</u>	<u>1,967</u>	<u>38,591</u>	
	<u><u>76,658</u></u>	<u><u>39,710</u></u>	<u><u>36,948</u></u>	93.04%	<u><u>603,754</u></u>	<u><u>500,493</u></u>	<u><u>103,261</u></u>	20.63%

Variances:

a. More fulltime employees

b. Ramsay Burgin Smith Architects-design of bathrooms at golf course

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

	<u>March 2022</u>	<u>March 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>
<i>Salaries & Employee Benefits</i>	26,079	24,870	1,209	4.86%	272,256	238,042	34,214	14.37%
<i>Supplies & Materials</i>	15,491	9,546	5,945	62.28%	85,072	66,401	18,671	28.12%
<i>Contractual Services</i>	7,476	7,295	181	2.48%	88,835	88,150	685	0.78%
<i>Other Operating Expenditures (utilities, communications, etc)</i>	<u>5,687</u>	<u>2,899</u>	<u>2,788</u>	96.18%	<u>45,272</u>	<u>41,111</u>	<u>4,161</u>	10.12%
<i>Total Exp before Capital Outlay</i>	<u>54,733</u>	<u>44,610</u>	<u>10,123</u>	22.69%	<u>491,436</u>	<u>433,704</u>	<u>57,732</u>	13.31%
<i>Capital Outlay</i>	<u>-</u>	<u>-</u>	<u>-</u>		<u>22,853</u>	<u>-</u>	<u>22,853</u>	
	<u><u>54,733</u></u>	<u><u>44,610</u></u>	<u><u>10,123</u></u>	22.69%	<u><u>514,288</u></u>	<u><u>433,704</u></u>	<u><u>80,584</u></u>	18.58%

Variances:

Grill Operations FYE 6/30/22	March 2022	YTD FYE 6/30/22	March 2021	YTD FYE 6/30/21
Golf Shop Grill Revenues	7,476	65,906	6,643	56,548
Golf Shop Rental Revenue	710	1,695	-	-
	<u>8,186</u>	<u>67,601</u>	<u>6,643</u>	<u>56,548</u>
 Expenditures:				
Wages	3,189	31,593	3,062	30,027
FICA	244	2,424	234	2,347
Benefits	1,470	13,630	1,355	12,571
Grill supplies	218	1,861	208	1,588
Food & beverage purchases	3,060	28,827	1,080	22,691
	<u>8,181</u>	<u>78,335</u>	<u>5,939</u>	<u>69,224</u>
	<u>5</u>	<u>(10,734)</u>	<u>704</u>	<u>(12,676)</u>

Note:

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-E

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

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

The Town's budget ordinance states 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 had 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 did received some of the anticipated reimbursements; however these remain in the capital project fund to pay out anticipated invoices. And we are still waiting on DOT in order to close out the East Fork project.

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

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: Budget Amendment #16

AGENDA ITEM #: II-F

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

This budget amendment will increase the budget for sales tax distribution revenues, and thus decrease Fund Balance Appropriated by \$100,000. Distributions have been coming in much more than anticipated when the budget was approved and increased sales taxes are expected to continue.

This budget amendment will also increase repairs and maintenance by \$10,600 in order to have repairs made to the 2 sections of fence at the golf course which were run over by vehicles. We expect to receive insurance proceeds for approximately \$3,000 which will cover the repairs to one section of the fence.

This budget amendment also puts appropriations for several projects back into fund balance. These projects will be moved into next budget year (FY 22-23).

Budget Impact-\$10,620 increase in expenditures & insurance recovery; \$356,400 decrease in appropriated fund balance;
\$1,350,000 decrease in appropriated net position

ATTACHMENTS: Budget Amendment #16

RECOMMENDATION/ACTION NEEDED: Approve budget amendment #16

BUDGETARY IMPACT: Listed Above

SUGGESTED MOTION: Approve budget amendment #16

FOLLOW UP ACTION NEEDED:

**FYE 6/30/22
BUDGET AMENDMENT #16**

Fund 10:

a.	Fund Balance Appropriated	10-3991	100,000.00	
	Sales Tax Revenue	10-3230		100,000.00

To increase sales tax revenue due to higher than expected distributions

b.	Repairs & Maintenance	10-6300-3500	3,020.00	
	Insurance Recoveries	10-3910		3,020.00
	Repairs & Maintenance	10-6300-3500	7,600.00	
	Fund Balance Appropriated	10-3991		7,600.00

To increase budget for 2 fence repair sections at the golf course; insurance will cover 1 repair, but the other responsible party could not be located - so the repair will be paid for by the Town

c.	Fund Balance Appropriated	10-3991	264,000.00	
	Capital Outlay-Building	10-6200-5800		155,000.00
	Capital Outlay-Building	10-6300-5800		109,000.00

To put budget for bathrooms (which will be moved to FY 22-23 budget) back into Fund Balance

Fund 30:

	Net Position Appropriated	30-3992	1,350,000.00	
	Capital Outlay - Water Improvements	30-7100-5900		850,000.00
	Capital Outlay - Sewer Improvements	30-7100-5910		500,000.00

To put \$ to be spent on projects (which will be in FY 22-23 budget) back into Fund Balance (Net Position)

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: Bicycle and Pedestrian Committee Appointment

AGENDA ITEM #: II-G

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 2 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

The Town is working on completing a Comprehensive Bicycle and Pedestrian Plan to offer an assessment of the entire community, including extensive conditions analysis, an approach for developing guidance and recommendations for varied aspects such as projects, policy elements and programs, and strategies for implementation.

Lynn Montgomery is recommended as the representative for Town Council on this committee.

ATTACHMENTS: N/A

RECOMMENDATION/ACTION NEEDED: Approve as part of Consent Agenda

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: None

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: Proclamation Spring Litter Sweep April 2022

AGENDA ITEM #: IV

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 10 Minutes

DEPARTMENT: Public Services

CONTACT PERSON: Elizabeth Greeson

SUMMARY:

The Town of Jamestown was invited to join NCDOT for their 2022 Spring Litter Sweep.

On Saturday, April 9, 2022 at 9:00 am, 44 participants in Town of Jamestown were able to pick up 63 bags of trash from 13 locations. Main Street Corridor, Dillon Rd, Ragsdale Rd, Guilford Rd, Oakdale Rd, Harvey Rd/River Rd, Scientific St, Penny Rd, East Fork Rd.

Town residents, Ragsdale Students representing the Key Club and ROTC, Jamestown Girl Scouts and Brownie Troops, Rotary Club of Jamestown, Jamestown Civitans, Historic Jamestown Board Members, Town Staff and Town Council were present. There were new folks participating and very interested in future opportunities to do on their own with available supplies and equipment provided by Town of Jamestown. Extra supplies are kept in storage at town hall for anyone interested to work independently.

Report and photos were shared with Aaron Moody and Carol Townson. Request for bags to be picked up by our regional office was sent to Eleanor B. Johnson. Request for Certificates of Appreciation from NCDOT will be submitted.

We plan to participate again in the fall during the NCDOT Fall Litter Sweep.

ATTACHMENTS: Proclamation Spring Litter Sweep April 2022

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:



Settled 1752
JAMESTOWN
NORTH CAROLINA

PROCLAMATION
SPRING LITTER SWEEP APRIL 2022

WHEREAS, the North Carolina Department of Transportation organizes an annual spring statewide roadside cleanup to ensure clean and beautiful roads across our state; and

WHEREAS, the **SPRING 2022 LITTER SWEEP** roadside cleanup will take place April 16th-April 30th, 2022 and encourages local governments and communities, civic and professional groups, businesses, churches, schools, families and individual citizens to participate sponsoring and organizing local roadside cleanups; and

WHEREAS, Adopt-A-Highway volunteers, Department of Transportation employees, Department of Public Safety-Division of Adult Correction inmates, community service workers, local government agencies, community leaders, civic and community organizations, businesses, churches, schools, and environmentally concerned citizens conduct annual local cleanups during **SPRING LITTER SWEEP** and may receive certificates of appreciation for their participation; and

WHEREAS, the great natural beauty of our state and a clean environment are sources of great pride for all North Carolinians, attracting tourists and aiding in recruiting new industries; and

WHEREAS, the cleanup will increase awareness of the need for cleaner roadsides, emphasize the importance of not littering, and encourage recycling of solid wastes; and

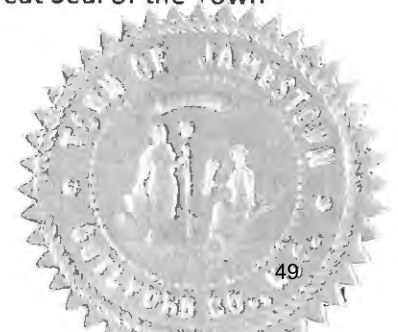
WHEREAS, the **SPRING 2022 LITTER SWEEP** cleanup will be the 38th biannual celebration of the North Carolina Adopt-A-Highway and its 4,400 volunteer groups that donate their labor and time year-round to keep our roadsides clean; and

WHEREAS, the **SPRING LITTER SWEEP** cleanup will be a part of educating the children of this great state regarding the importance of a clean environment to the quality of life in North Carolina;

NOW, THEREFORE, I, LYNN MONTGOMERY, Mayor of the Town of Jamestown, do hereby proclaim April 9th, 2022 as "**Spring Litter Sweep**" day in the Town of Jamestown and encourage all citizens to take an active role in making Jamestown a cleaner community.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the Town of Jamestown on this the 19th day of April, 2022.

Mayor S. Lynn Montgomery



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(1)

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

The public hearing was opened at the Nov. 16, 2021, regular meeting. Under General Statute 160A-31, the Town received a petition for the annexation for the properties located at 2221 Guilford College Rd, 5300 Mackay Rd, 2207 Guilford College Rd, and 5303 Mackay Rd.

ATTACHMENTS: Annexation Petition, Certificate of Sufficiency, Affidavit of Notice

RECOMMENDATION/ACTION NEEDED: Council may continue, deny, or approve rezoning request.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED:



JAMESTOWN ANNEXATION PETITION

Date August 5, 2021

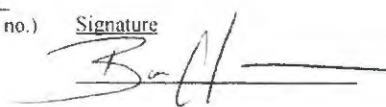
TO THE TOWN COUNCIL OF THE TOWN OF JAMESTOWN:

- CONTIGUOUS: We the undersigned, being all the owners of the real property described in Paragraph 2 below, respectfully request that such property be annexed to the Town of Jamestown, pursuant to N.C.G.S. 160A-31. The area to be annexed is contiguous to the Town of Jamestown and the boundaries of such territory are described below by metes and bounds:
- NON-CONTIGUOUS: We the undersigned, being all the owners of the real property described in Paragraph 2 below, respectfully request that such property be annexed to the Town of Jamestown, pursuant to N.C.G.S. 160A-58.1. The area to be annexed is non-contiguous to the Town of Jamestown and within an area that the Town of Jamestown is permitted to annex pursuant to N.C.G.S. 160A-58.1, and the boundaries of such territory to be annexed are described below by metes and bounds:

(You may print "See Attached" and attach the description)

See Attached Legal Description

We acknowledge that any zoning vested rights** acquired pursuant to N.C.G.S. 160A-385.1 or N.C.G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such vested rights on this petition shall result in a termination of such vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

	<u>Print or Type Name and Address</u>	<u>Do you declare vested rights?***</u> (Indicate yes or no.)	<u>Signature</u>
1.	<u>D. R. Horton, Inc.</u>	<u>No</u>	
	By: <u>Ben C. Lunner</u>		
	Title: <u>Division President</u>		
2.	_____	_____	_____

This Annexation Petition is conditioned upon approval of the Rezoning Application submitted in connection with this Annexation Petition. If the Rezoning Application, as it may be amended, is not approved, this Annexation Petition shall be null and void _____

Important: Both husband and wife must sign, if applicable.

**These are a special type of vested rights obtained only after the approval of a "site specific development plan" following a public hearing on that plan. Only a small number of plans have received such an approval.

Date Received: Sep. 2, 2021 Received By: 



Settled 1752
JAMESTOWN
NORTH CAROLINA

CERTIFICATE OF SUFFICIENCY

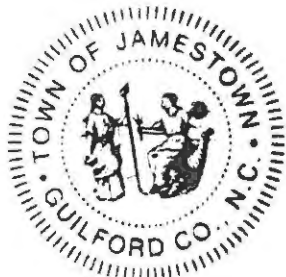
To the Town Council of the Town of Jamestown, North Carolina,

I, Katie M. Weiner, CMC, Clerk of the Town of Jamestown, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation. A metes and bounds description and a survey map showing the proposed area of annexation is attached.
- b. The area described in the petition is contiguous to the Town of Jamestown primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes the addresses of all owners of real property lying in the area described therein.
- d. The Town Attorney has performed a title search and has verified that the owners of record have signed the petition.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Jamestown, this the 12th day of October, 2021.

(SEAL)



Katie M. Weiner
Katie M. Weiner, CMC, Town Clerk

AFFIDAVIT OF NOTICE

REGARDING NOTIFICATION REQUIREMENTS FOR annexation request before the Town Council for 2221

& 2207 Guilford College Road and 5300 & 5303 Mackay Road located on Guilford County Tax Map/Parcel(s), and

PIN#(s) 159144 159105 159106 158765

Check box if additional sheets are attached:

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD, to-wit:

I Katie M Weiner, the undersigned, being first duly sworn, do hereby depose and certify as follows:

That in accordance with Section 160A-384 of the North Carolina General Statutes, the property owners listed on the attached sheet were notified of the November 16, 2021, public hearing before the Town Council, to be held at 6:00 pm at Ragsdale Civic Center.

That said notification consisted of a written notification letter mailed to each listed property owner or their agent at least 10 and no more than 25 calendar days before the referenced public hearing.

That a sample notification letter and a list of the names of property owners or their agents or occupants of the property to whom notification was sent are attached.

That said notification was mailed from the Jamestown USPS, on October 27, 2021 by First-class mail.

That pursuant to the Town of Jamestown Land Development Ordinance, placards furnished by the Town, indicating the date, time and place of the public hearing before the Town Council, a brief description of the matter being heard, and identifying the land which is the subject of the application, were erected on the property at least 10 and no more than 25 calendar days prior to the public hearing, and further, that said placards have been maintained up to the time of said hearing.

That the placards were posted on October 20, 2021.

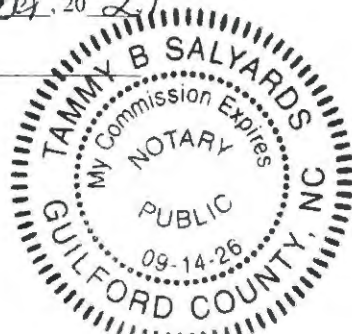
Katie M. Weiner
Town Clerk's Signature

Subscribed and sworn to before me this 27th day of October, 2021

My Commission Expires: 9/17/26

Tammy B Salyards
Notary Public's Signature

Tammy B Salyards
Printed Name of Notary Public



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(2)

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

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.

ATTACHMENTS: Rezoning Request, Site Plan

RECOMMENDATION/ACTION NEEDED: Council may continue, deny, or approve rezoning request.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED:



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
 Home/Work Phone Number Mobile Number Email
bclunnen@drhorton.com

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.)

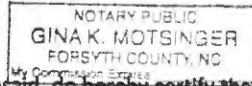
Applicant Signature: _____ Date: _____

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 1/20/22
 Given under my hand this 27th Day of SEPTEMBER
 Notary Signature: [Signature] Printed Name of Notary: GINA K. MOTSINGER

Permit Information			
Owner Requests Rezoning of the Following Parcel(s):			
Parcel #1:	159144	Parcel Size:	27.89
	Tax Map ID	Acres/Square Ft	Street Address
2221 Guilford College Rd, Jamestown, 27282			
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
	Tax Map ID	Acres/Square Ft	Street Address
5300 Mackay Rd, Jamestown, 27282			
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
	Tax Map ID	Acres/Square Ft	Street Address
2207 Guilford College Rd, Jamestown, 27282			
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')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	

Project Questionnaire

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

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

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

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

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

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

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

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

Will your project require a permit from other licensing agencies (e.g. NCDENR, NC Department of Transportation, US Army Corps of Engineers, etc). Yes X 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. Hargyland*

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 2nd Monday of every month.

Step 6. The Town Council public hearing is scheduled, generally, for the 3rd 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:

AMT PAID	1545.00
LESS CREDIT	
CREDIT CARD FEE	

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

Survey Description: Parcel F

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) South $86^{\circ} 25' 45''$ 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° 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° 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° 06' 09" West 402.15 feet to a 1 Inch Iron Pipe Found;
- 2) South 03° 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° 45' 21" West 626.89 feet to a 1 Inch Iron Pipe Found with a Tack,
- 4) South 03° 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° 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° 47' 15" West 105.39 feet to a point;
- 2) North 18° 29' 10" East 355.33 feet to a point;
- 3) North 46° 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° 14' 35" East 58.09 feet to a point;
- 2) North 65° 32' 45" East 141.11 feet to a point;

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

- 1) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $50^{\circ} 48' 07''$ West 131.44 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 118;
- 2) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $46^{\circ} 46' 02''$ West 75.55 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 115;
- 3) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $43^{\circ} 10' 22''$ West 108.87 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 114;
- 4) along the arc of a curve to the right having a radius of 1,470.00 feet with a chord bearing and distance of North $38^{\circ} 59' 15''$ West 105.83 feet to a 1 Inch Iron Pipe Found at the northeastern corner of said Lot 113;

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

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

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

1) North 39° 34' 26" East 96.59 feet to a 1 Inch Iron Pipe Set;

2) South 50° 25' 34" East 20.34 feet to a 1 Inch Iron Pipe Set;

3) North 39° 34' 26" East 81.85 feet to a Disk Found;

4) along the arc of a curve to the right having a radius of 705.38 feet with a chord bearing and distance of North 42° 11' 28" East 190.32 feet to a Disk Found;

5) North 50° 04' 29" East 68.80 feet to a Disk Found;

6) South 70° 32' 19" East 15.03 feet to a Disk Found;

7) North 3° 12' 42" East 51.39 feet to a 1 Inch Iron Pipe Set at the southwestern corner of now or formerly William Pearce Johnson, III and wife Bebe Buice Johnson as recorded in Deed Book 5136, Page 1162; thence along the southern property line of said William Pearce Johnson, III and wife Bebe Buice Johnson, South 70° 22' 04" East 192.10 feet to 1 Inch Iron Pipe Set at the southern right-of-way line of said Guilford College Road; thence along said southern right-of-way line of said Guilford College Road, the following seven (7) courses:

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

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

Survey Description: Parcel J

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

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

- 1) North 56°23'39" West 218.84 feet to a 1 Inch Iron Pipe Set;
- 2) North 56° 23' 52" West 805.99 feet to a Disk Found;
- 3) North 34° 17' 14" East 119.94 feet to a Disk Found;
- 4) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 1,476.38 feet and 2,405.77 feet) to a Disk Found;
- 5) along the arc of a curve to the right having a radius of 1,704.09 feet with a chord bearing and distance of North 53° 26' 25" West 239.08 feet to a Disk Found;
- 6) along the arc of a curve to the right having a radius of 1,066.27 feet with a chord bearing and distance of North 35° 25' 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° 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° 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° 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° 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° 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° 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° 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° 06' 09" West 29.72 feet to the True Point of Beginning, containing 0.005 acres or 196 square feet.



LAND USE DESCRIPTION 11/21/2021

DEVELOPED AREAS		PLANNED USE	PROJECT	ALTERNATE
AREA 1	10	Single Family and/or Low Density	Single Family, Medium Density and/or Commercial	USE
AREA 2	24	Medium Density and/or Commercial	Medium Density and/or Commercial	USE
AREA 3	12	Single Family and/or Low Density	Single Family and/or Low Density	USE
AREA 4	4	Single Family and/or Low Density	Single Family and/or Low Density	USE
AREA 5	10	Single Family and/or Low Density	Single Family and/or Low Density	USE
AREA 6	10	Single Family and/or Low Density	Single Family and/or Low Density	USE
AREA 7	10	Single Family and/or Low Density	Single Family and/or Low Density	USE
AREA 8	10	Single Family and/or Low Density	Single Family and/or Low Density	USE
AREA 9	10	Single Family and/or Low Density	Single Family and/or Low Density	USE
AREA 10	10	Single Family and/or Low Density	Single Family and/or Low Density	USE
TOTAL	100			

SITE CONSTRAINTS	
ROAD TO BE BUILT	NOT YET DETERMINED
PODUM PLAN	NOT YET DETERMINED
DEVELOPER	NOT YET DETERMINED
OWNER	NOT YET DETERMINED
TOTAL	0.00

ACCESS POINTS TO BE DETERMINED BY NCDOT

PROJECT JAMESTOWN
 Preliminary Schematic Plan - September 29, 2021



AFFIDAVIT OF NOTICE

REGARDING NOTIFICATION REQUIREMENTS FOR Town Council Public Hearing Rezoning Request D.R. Horton

2221 Guilford College Rd, 5300 Mackay Rd, 2207 Guilford College Rd, 5303 Mackay Rd located on Guilford County Tax Map/Parcel(s), and

PIN#(s) 159144, 159105, 159106, 158765

Check box if additional sheets are attached:

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD, to-wit:

I Nancy Avery, the undersigned, being first duly sworn, do hereby depose and certify as follows:

That in accordance with Section 160A-384 of the North Carolina General Statutes, the property owners listed on the attached sheet were notified of the January 25, 2022, public hearing before the Town Council, to be held at Civic Center at 6:00 pm.

That said notification consisted of a written notification letter mailed to each listed property owner or their agent at least 10 and no more than 25 calendar days before the referenced public hearing.

That a sample notification letter and a list of the names of property owners or their agents or occupants of the property to whom notification was sent are attached.

That said notification was mailed from the Jamestown USPS, on Jamestown 11, 2022 by First Class mail.

That pursuant to the Town of Jamestown Land Development Ordinance, placards furnished by the Town, indicating the date, time and place of the public hearing before the Town Council, a brief description of the matter being heard, and identifying the land which is the subject of the application, were erected on the property at least 10 and no more than 25 calendar days prior to the public hearing, and further, that said placards have been maintained up to the time of said hearing.

That the placards were posted on January 11, 2022.

[Signature]
Town Clerk's Signature

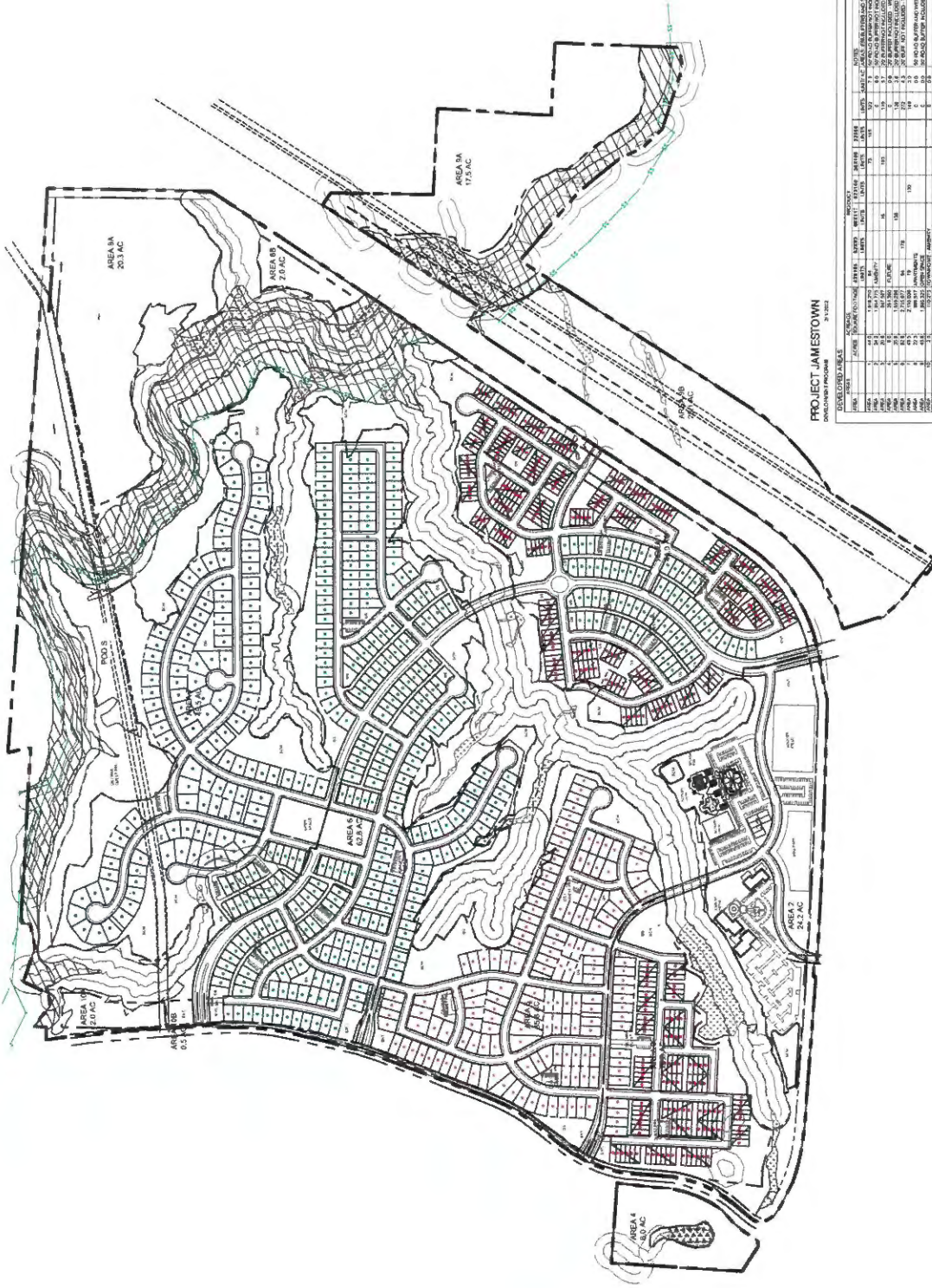
Subscribed and sworn to before me this 11th day of January, 2022

My Commission Expires: February 20, 2027

Elizabeth T. Greeson
Notary Public's Signature

Elizabeth T. Greeson
Printed Name of Notary Public





PROJECT JAMESTOWN
2/2/22

PROPOSED UTILITIES		MATERIALS		LENGTH		COST		TOTAL	
TYPE	QUANTITY	UNIT	PRICE	TYPE	LENGTH	UNIT PRICE	TOTAL	TYPE	LENGTH
WATER	100	LINEAL FEET	1.00	WATER	100	1.00	100.00	WATER	100
SEWER	100	LINEAL FEET	1.00	SEWER	100	1.00	100.00	SEWER	100
STORM	100	LINEAL FEET	1.00	STORM	100	1.00	100.00	STORM	100
POWER	100	LINEAL FEET	1.00	POWER	100	1.00	100.00	POWER	100
TELEPHONE	100	LINEAL FEET	1.00	TELEPHONE	100	1.00	100.00	TELEPHONE	100
CABLE TV	100	LINEAL FEET	1.00	CABLE TV	100	1.00	100.00	CABLE TV	100
ROAD	100	LINEAL FEET	1.00	ROAD	100	1.00	100.00	ROAD	100
LANDSCAPE	100	LINEAL FEET	1.00	LANDSCAPE	100	1.00	100.00	LANDSCAPE	100
UTILITIES	100	LINEAL FEET	1.00	UTILITIES	100	1.00	100.00	UTILITIES	100
TOTAL	100	LINEAL FEET	1.00	TOTAL	100	1.00	100.00	TOTAL	100

UNRESERVED AREAS	
AREA 1	4.0 AC
AREA 2	24.2 AC
AREA 3	0.8 AC
AREA 4	20.0 AC
AREA 5	20.0 AC
AREA 6	20.3 AC
AREA 7	17.3 AC
TOTAL	106.6 AC



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(3)

CONSENT AGENDA ITEM



ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

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 Development Agreement coincides with the proposed rezoning request.

ATTACHMENTS: Draft Development Agreement

RECOMMENDATION/ACTION NEEDED: Council may continue, deny, or approve rezoning request.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED:

DRAFT

DEVELOPMENT AGREEMENT

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

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

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DRAFT

**3-21-22. Not approved by the Town Council. Subject to further edits
by Town staff and counsel.**

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

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

**ARTICLE I.
RECITALS**

1. N.C. Gen. Stat. § 160D-1001(a)(1) provides that “large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.”
2. N.C. Gen. Stat. § 160D-1001(a)(2) provides that “such developments often create community impacts and opportunities that are difficult to accommodate within traditional zoning processes.”
3. N.C. Gen. Stat. § 160D-1001(a)(3) provides that “because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development.”
4. N.C. Gen. Stat. § 160D-1001(a)(4) provides that “because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development.”
5. N.C. Gen. Stat. § 160D-1001(a)(5) provides that “such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.”
6. N.C. Gen. Stat. § 160D-1001(a)(6) provides that “to better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments.”
7. Pursuant to these statute sections and N.C. Gen. Stat. § 160D-1001(b), the Town of Jamestown has been authorized to enter into development agreements with developers and property owners pursuant to the procedures and requirements of N.C. Gen. Stat. § 160D-1001, *et.*

seq., which procedures and requirements include approval of the development agreement by the governing body by ordinance after a duly noticed public hearing.

ARTICLE II BACKGROUND

1. DRH owns in fee simple approximately 467 acres north and east of Guilford College Road and south of MacKay Road (the “Property”) that includes Guilford County Tax Parcels 158765, 159105, 159106, and 159144. A legal description of the Property is attached to this Agreement as Exhibit A.

2. The Property lies within the Town’s extra-territorial jurisdiction and is subject to an intergovernmental agreement between the Town and the City of Greensboro dated December 13, 2011. The terms of the intergovernmental agreement are acknowledged by DRH.

3. The Property was the subject of a petition for annexation and application for original rezoning by a company unrelated to DRH and whose petition and application were denied by the Town on February 16, 2021.

4. DRH acquired the Property on July 1, 2021, subject to future annexation and entitlements to be approved by the Town and without representations or warranties by the Town regarding approvals of entitlements. The Town’s only commitment to DRH was to move as expeditiously as reasonable under the circumstances to review DRH’s applications, subject to the requirements of the Town’s Land Development Ordinance (“LDO”) and controlling statutes.

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

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

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

8. The Town Council also has determined that this Agreement and the principles and conditions incorporated into the PUD zoning district will better secure quality planning and growth, strengthen the tax base, coordinate the delivery of public services and construction of infrastructure, and be in general conformity with the Town’s Comprehensive Plan.

Accordingly, DRH and the Town desire to enter into this Agreement (a) to clarify the roles and duties of each party in the provision of public services; (b) to ensure coordination of communications between the Parties; (c) to create clear understandings of the quality and

principles of design that regulate development of the Project; and (d) to provide assurances to DRH that it may proceed to develop the project under the approvals in this Agreement without encountering future changes in ordinances, regulations, or policies that would affect DRH's ability to develop the Project under the terms of this Agreement.

ARTICLE III. DEFINITIONS

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

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

Breach (Minor) – a Minor Breach is a violation of any term or provision of this Agreement or requirement of the Land Development Ordinance (“LDO”) that can be remedied by site plan revision or corrected on site.

Breach (Major) – a Major Breach is any willful or negligent violation or departure from the requirements of this Agreement, the LDO, or approved site plan that is not classified as a Minor Breach and for which the remedy is withholding development permits or certificates of occupancy until the breach has been cured.

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

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

Minor amendment – a “Minor Amendment” is an amendment to this Agreement or attachments that can be made administratively by the Town manager or his or her designee, and includes: changes in land use that are considered similar in type, function, or appearance; changes in the density in one residential area that does not affect overall density; increases in overall density that do not exceed 2% above the maximum density for good cause shown; minor changes in architectural standards; changes to technical plans related to public services; and changes in setbacks and other measurable items that do not exceed 5% of the required measurement.

Major amendment – a “Major Amendment” is an amendment to this Agreement or attachments that requires approval by the Town Council, and includes: amendments that are not listed as Minor Amendments; the addition of new land; adding uses that are considered to be more intensive or than approved uses or that are within prohibited categories; a change in the number of access points; any change that would trigger a revised TIA; any change in the size of the area designated for multi-family or increase in multi-family units above 500 units; and changes in architecture and

design that are not considered minor changes.

Default – Default for DRH shall mean the failure to remedy a Major Breach within 60 days of notice. Default for the Town shall be limited to failure to take steps or provide services as described in Article __ (Public Services).

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

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

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

ARTICLE IV USES AND DENSITY

A. RESIDENTIAL USES

1. Concept Map. DRH has created a map (“Concept Map”) that illustrates broadly the housing types allowed in each of the Project’s identified areas. The Concept Map is attached to this Agreement as Exhibit ____.

2. Types allowed. The residential uses allowed in the project shall be limited to single family attached and detached, townhomes, and multi-family, and any civic or community improvements developed as accessory uses, including community event buildings, parks and open space, and greenways and trails.

3. Uses by area. The uses allowed in each of the Project’s areas are the uses listed on the Concept Plan map attached as Exhibit ____.

4. Multi-family. The area identified as multi-family shall not change in size or location within the Project except through a major amendment of this Agreement. “Multi-family” does not include attached homes or townhomes.

B. COMMERCIAL USES

1. Allowed uses. It is the intent of the Commercial Area, as further described in Article ____, to create a location suitable for businesses that serve the Project and surrounding neighborhoods with a combination of small-scale retail, service, and food establishments. The following uses shall be permitted:

[initial list to be created by DRH]

2. New uses. This list of allowed uses may be modified or expanded by the Town Manager or his or her designee upon a determination that the proposed use is similar in form, size, and function to the uses listed as allowed.

3. Disallowed uses. The following uses shall not be allowed in the Commercial Area:
- a. Uses not listed as allowed.
 - b. Uses categorized in the LDO as industrial.
 - c. Uses in the Adult Business category.
 - d. Uses prohibited under water supply watershed restrictions.
 - e. Convenience stores with gas pumps.

C. DENSITY

1. Calculation. The Project's density is a measure of residential density and shall not include commercial uses. Density shall be calculated as the number of residential units allowed with the gross acreage of the Project, which gross acreage shall include all land within the Property, including conservation areas, non-buildable areas, publicly dedicated parks, easements and streets. For purposes of this calculation, the gross acreage of the Property is determined to be 467 acres.

2. Total density. Total density of the Project shall not exceed 1500 residential units.

3. Density within areas. The density within areas of the Concept Plan may be shifted from one area to another in DRH's sole determination as long as the overall density is not increased.

**ARTICLE V.
PUBLIC SERVICES**

A. WATER

1. Source. The Project's water will be sourced from the Piedmont Triad Regional Water Authority (PTRWA), known as Randleman Reservoir, and from the water supplies owned by the cities of High Point and Greensboro (the "Water Suppliers"), pursuant to intergovernmental agreements between the Town and each of the Water Suppliers. DRH has been offered opportunities to review and inspect the referenced intergovernmental agreements and agrees that the terms of each agreement are satisfactory.

2. Required service. DRH hired Evans Engineering to determine the amount of water needed to serve the Project. Evans Engineering conducted a study based upon data provided by DRH that included anticipated numbers of bedrooms and other information deemed relevant and necessary by DRH, according to its accumulated experience building homes locally, regionally, and nationally, for Evans Engineering to conduct this study. Based upon the DRH data, principles of engineering, and industry standards, Evans Engineering determined that the Project will be satisfactorily served by 475,000 gallons of water per day (gpd), an average daily calculation over a period of one year. DRH has

reviewed Evans Engineering's data and studies and determined that this estimate of average daily water needs is correct and not inflated.

3. Capacity and Dedication. The Town represents that it has access to 1.775 million gallons per day ("mgd") through intergovernmental agreements with the Water Suppliers (the "Water Capacity"). Upon execution of this Agreement, the Town will (a) dedicate the Water Capacity from the Water Suppliers to provide the Project with water equal to a daily average of 500,000 mgd; and (b) protect the Water Capacity from future competing sources. Subject to the Town's obligations to reserve the Water Capacity for DRH, DRH agrees that the Town may and will allocate water and/or water capacity to other users.

4. No Guarantee. The Town's dedication of the Water Capacity is not a guarantee of (a) water quality; or (b) that these sources will independently or collectively be able to provide the Town with the Water Capacity. DRH agrees that Acts of God, Force Majeure, climate change, drought, and other factors beyond the Town's reasonable control could affect the quality and availability of water from the Water Suppliers.

5. Equal access to limited resources. The Parties agree that if the Water Suppliers (a) adopt local restrictions to protect the quantity of water in local water supplies; (b) become wholly or partially unable to supply the Town's needs; or (c) become subject to State or federal rations or restrictions, then (i) this Agreement does not create rights greater than other citizens, and (ii) DRH shall be treated equally as other citizens in the Town with respect to rights to available water.

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

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

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

9. Hunt Chase Water Line Loop. DRH shall construct at its expense and dedicate to the Town a water line loop connecting the existing water lines on Hunt Chase Drive to the water line on Parcel No. 159113.

B. SEWER

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

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

3. Required capacity. DRH hired Evans Engineering to determine the amount of Treatment Capacity needed to serve the Project. Evans Engineering conducted a study based upon (a) data provided by DRH that included anticipated numbers of bedrooms; (b) other information deemed relevant and necessary by DRH; and (c) DRH's accumulated experience building homes locally, regionally, and nationally. Based upon the DRH data, principles of engineering, and industry standards, Evans Engineering determined that the Project will be satisfactorily served by Treatment Capacity of 475,000 gpd, an average daily calculation over a period of one year DRH has reviewed Evans Engineering's data and studies and determined that this estimate of average daily water needs is correct and not inflated.

4. Capacity and Dedication. The Town represents that it has access to 2 million GPD treatment capacity at the WWTP and currently uses approximately 1.4 million GPD. Upon (a) DRH's execution of this Agreement, (b) payment of all development fees anticipated to be due by the Project at full buildout, and (c) approval by NCDEQ, the Town will (a) dedicate 475,000 gpd (the "Sewer Capacity") from the WWTP; and (b) reserve the Sewer Capacity for DRH's use and protect it from future competing sources. Subject to the Town's obligations to reserve the Sewer Capacity for DRH, DRH agrees that the Town may and will allocate sewer and/or sewer capacity to other users.

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

6. Utility Inspections.

- a. Velocity. DRH has represented to the Town that its business model requires utility inspections to occur at or approximately at the time of construction, a time frame that the Town does not have the ability to meet at present staffing levels.
- b. Dedicated inspector. The Town agrees to work in good faith to hire a utility inspector or inspectors who can work onsite and be dedicated to this project.
- c. Contribution to costs. Beginning in the month when utility construction commences and continuing until the month DRH has fully dedicated all Water Infrastructure and sewer infrastructure (“Sewer Infrastructure”), DRH shall pay the town a sum not to exceed \$16, 700 per month to defray costs of hiring an onsite inspector or inspectors. Notwithstanding DRH’s contribution to defray costs, the inspector(s) shall be employed or contracted by the Town and have no fiduciary duties to DRH.

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

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

9. Hazen and Sawyer Study. The Town has hired Hazen and Sawyer to conduct a study of the Town’s capacity at the WWTP. DRH shall make any system upgrades recommended by the Hazen and Sawyer study that are attributable to the Project.

10. Other upgrades. The Town shall reline the Bull Run Interceptor (Adam’s Farm Outfall) outfall with cured in-place pipe lining from Mackay Road to Guilford College Road on a schedule suitable to the Town in its sole discretion.

11. The Town shall pay for any necessary expansion of its portion of the WWTP and seek additional capacity at the WWTP as determined to be necessary in the Town’s sole discretion.

C. SOLID WASTE

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

2. Recycling. The Town has contracts with Green for Life for recycling pick up. The Town shall supply each resident a 67-gallon recycling container. Each resident shall pay the Town standard rates, which rates are expected to change over time, and the Town shall pay Green for Life. DRH acknowledges that the Town, in its sole discretion, may select a different contract provider or provide the service itself

3. Truck upgrades.

a. Tippers. The Town acknowledges that DRH has requested the Town switch from bag pickup to container pickup. If the Town agrees to convert its operations from bag pickup to containers, which conversion shall be and remain a decision solely in the Town's discretion, DRH agrees to pay for the upgrades of adding "tippers" to three existing trucks, which upgrades shall not exceed \$16,000 per truck.

b. Automated trucks. If it is determined that the existing truck fleet cannot be adequately converted or that it is a better decision for any reason determined by the Town in its sole discretion to purchase new automated trucks, then DRH shall pay for one new automated truck sufficient to meet the needs of the Project and the Town. Payment for the new truck shall not be due prior to the Town's issuance of the 101st certificate of occupancy

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

D. PUBLIC SAFETY

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

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

E. FIRE

TBD

ARTICLE VI. ARCHITECTURE AND DESIGN

A. GUIDING PRINCIPALS

The Project's architecture and design shall be based upon the principles and concepts that emerged from a week-long Public Community Planning and Design Workshop and in-person and online surveys taken during that process, with reference to specific issues and features represented in the resulting Master Plan.

1. Overall Neighborhood Structure. Neighborhood structure describes the location and relative juxtaposition of neighborhood patterns as depicted in the Regulating/Master Plan, based on ¼ mile walking radius, including the street and block network, and the location and types of neighborhood amenities and civic features.

2. Internal Connectivity. Internal connectivity describes the ability to easily move about within the Subject Property on foot and by car and/or bicycle based on the level of connectivity within the internal network of walkable streets and pedestrian pathways.

- a. Neighborhood to Neighborhood
- b. Within Neighborhood (Intersection Spacing)

3. External Connectivity. External Connectivity describes the ability to move between the Subject Property and the larger Jamestown Community, based on the number of points of ingress/egress between the two, and the nature and location of those points, in terms of connecting between the internal and external street and pedestrian networks, and the ability of those interfaces to accommodate both pedestrian and vehicular movements safely and efficiently.

4. Block Size. Block size is a basic metric typically used to measure the relative ease of mobility within a given neighborhood, and within the community as a whole. In general, smaller block sizes produce a finer-grained street network, allowing for a greater range of travel options between two destinations, resulting in more convenient and efficient movement, and less overall congestion.

5. Street Design. Street design, as a general category, encompasses a broad array of factors which collectively define both the functional and aesthetic nature of that community asset. This may include how buildings relate to the street, and how comfortably and safely a pedestrian may travel along it. Specific factors discussed in the workshop included:

- a. Ratio of Front-Loaded to Rear/Size Loaded, Based on Lot Size and Location
- b. Relationship of building to street

6. Mix and Allocation of Unit Types, Overall, and within each Neighborhood. To reduce visual monotony, and to accommodate a broader range of lifestyle preferences and housing choice, a diverse mix of unit types and their allocation within each neighborhood was generally considered preferable to having only a small number of unit types, repetitively situated,
7. Location of Open Space/Civic Functions within each Neighborhood. The presence and location of open space and civic functions within each neighborhood, such as playgrounds and neighborhood parks, are considered desirable features for each neighborhood and the community.
8. Mix of Uses. Mixing uses – typically retail and residential – both vertically and by proximity, provides greater convenience and amenity for local residents, reduces congestion and the need for parking, and can also create an enhanced sense-of-place and community identity.
9. Relationship of Project to Larger Community Context. How the project integrates into the larger Jamestown community in terms of character and feel, its adjoining neighborhoods, and in addressing community needs and aspirations relating to both land-use and housing needs, should be as seamless and positive as possible.
10. Architectural Character and Styles. The architecture in the project should be of good quality, thoughtfully designed and detailed, and built of durable materials. In character and style, it should be consistent with, and reflective of, the architectural styles and building types currently found in the community, and the building traditions of the area.

B. WALLS

The following design standards shall apply to all sides of structures.

1. Materials
 - a. Foundations shall be finished in brick, stone (real and/or synthetic), or smooth stucco. Exposed CMU foundation walls may be parged, stuccoed, veneered with brick or stone, and/or covered with siding on furring strips to within 8” of finished grade subject to building code. Poured in place smooth finish concrete is permissible for slab-on-grade construction, subject to provisions of the Energy Code.
 - b. Building walls shall be finished in brick, stone (real or synthetic), smooth stucco, painted wood, composite clapboard, or lap siding, vinyl in traditional profiles and applications (i.e. lapped, board and batten, shingle, etc.), with heavier materials below the lighter.

c. Distinctive trims shall be incorporated and constructed of wood, polyurethane, or composite millwork. Windows and doors shall have a minimum of 4 inches wide straight or tapered flat trim. Window and door trim shall carry a simple molding and cap above.

d. Vinyl Siding shall meet the industry standard of Formed Vinyl Siding: Solid vinyl siding and accessories complying with ASTM D 3679, texture and color as selected, and as follows:

i. Horizontal Pattern: Double 5-inch "Dutchlap" style, minimum .042-inch thickness.

ii. Vertical Pattern: 8-inch Board & Batten, minimum .048-inch thickness.

iii. Colors: manufacturer's range of standard colors.

iv. The installation of polypropylene siding shall be determined based on the basic wind speed, building height, and exposure category for a given location, to be approved in advance by Town staff.

v. For siding accessories, DRH shall provide starter strips, edge trim, window head flashing, corner cap, and other materials recommended by the manufacturer for building configuration and match type of siding.

vi. Fasteners shall be non-corrosive aluminum siding nails, in sufficient length to penetrate a minimum of one inch into substrate. Prefinished fasteners shall be provided in colors that match the siding where face nailing is unavoidable. Center nails shall be placed in elongated nailing slots without binding siding to allow for thermal movement. Joints shall be overlapped to shed water away from direction of prevailing wind. Vinyl siding, soffit, and accessories shall be installed according to ASTM D 4756.

vii. DRH shall comply with siding manufacturer's written installation instructions.

viii. Vinyl siding that has buckled or warped at any time post-construction shall be replaced. Failure to replace buckled or warped siding is a breach of this Agreement for which the daily fines shall accrue as provided in the Zoning Ordinance for cumulative zoning violations.

2. Configurations and Techniques

a. Foundation types shall vary with no more than 30% of residential buildings allowed to be slab-on-grade. Upon appeal to the Town, this percentage may be administratively increased by up to 5%.

b. No more than three (3) materials should be used, and of any one material, no more than two (2) types of applications (i.e. lap siding/board and batten, lap siding/shingles, etc.) shall be allowed. If materials are carried around adjoining elevations, they should be similarly detailed as to the primary façade.

c. Walls should be parallel to the principal frontage.

d. Arches, piers, and posts shall be sized to visually support the weight above.

e. Porches and stoops may encroach within the defined setback, subject to minimum depth standards.

f. Single family homes and end-of-unit townhomes that face a street on a corner lot shall have no less than two windows per floor, with window coverage totaling no less than 15% of the wall.

C. DOORS AND WINDOWS

1. Design. Doors and windows shall be designed to match the architectural style of a home. They may be in a variety of sizes and types to maintain an aesthetically pleasing appearance and boosting curb appeal. These design standards shall apply to all sides of the structure.

2. Stylistic Front Entrance. The Principal Entrance of every Principal structure shall be located along the Primary Façade. It should be readily identifiable as such and directly face a Street or Civic Open Space. Additional building entrances are permitted, however, a principal entrance meeting the criteria above is the minimum standard required.

3. Materials

- a. Windows shall be rectangular, single, double, or triple hung, or operable casement windows.
- b. Entrances shall be well-defined stylistic front entrances, with paneled doors.
- c. Garage Doors shall be paneled and framed with decorative trim.

4. Configurations and Techniques

- a. Operable windows shall be of a vertical proportion (i.e., with a greater dimension in the vertical axis, than the horizontal. Decorative and transom windows may be oriented horizontally.
- b. No two elevations with identical window and door design are to be used on the same block. A block is defined as the area between intersecting streets.
- c. Multiple windows in the same rough opening should be separated by a minimum 3" post.
- d. Bay windows shall have a minimum of three sides and extend downward to the framing level of the floor inside.
- e. Shutters shall be located on both sides of operable windows and sized and placed to match the associated openings.
- f. The front of the garage for front-loaded garages shall not extend more than 3 feet from the front wall or, if adjacent to the porch, shall not extend more than 3 feet from the front porch.

D. ROOFS

1. Materials

- a. Roofs shall be clad in ¾ inch, low-profile, standing seam painted metal, or architectural grade asphalt or fiberglass shingles.
- b. Gutters, downspouts, and projecting downspouts shall be made of painted galvanized metal or painted aluminum. Gutters shall be half round or Ogee style.
- c. Flashing shall be galvanized metal or aluminum.
- d. Overhangs at eaves shall be of sufficient depth to protect the exterior wall below and finished with a closed soffit and appropriate trim. On gable ends, rake boards shall either project or be trimmed and finished to be read independently of gable siding and detailed similarly to the eave condition.

2. Configurations and Techniques

- a. Principal roofs shall have a symmetrical gable or hip unless otherwise stylistically appropriate, with a slope between 5:12 and 12:12, or if flat, shall have a horizontal parapet wall no less than 24 inches in height.
- b. Ancillary roofs (attached to walls of the principal building) may be shed sloped no less than 2:12.
- c. Eaves shall be continuous with closed soffits.
- d. Dormers shall be placed a minimum of 3 feet from side building walls and shall have gable or shed roofs.

E. SIGNAGE

1. Design and Compliance. Signage shall demonstrate compliance with the Jamestown Land Development ordinances (Article 17), except that the standards can be varied if a master signage plan is submitted for review and approval concurrent with the site-specific master development plan and it is reviewed by Town staff, recommended by the Planning Board and approved by Town Council to be suitable for the PUD and generally consistent with the intent and purpose of the sign standards of the LDO.

2. Address numbers. Numbers denoting addresses should be clearly marked and visible from the primary street frontage and not less than ___ inches in height.

F. LIGHTING

1. Safety and Convenience. Lighting shall be used on streets, homes, and other buildings to provide illumination of walkways to improve the visibility for pedestrians and motorists.

2. Materials

- a. Street light fixtures shall be full cut-off style to prevent glare and light pollution. Exceptions may apply to street lighting operated by the Town to match or replicate existing lighting throughout the Town.

- b. Pedestrian street lighting shall be consistent with existing Jamestown fixtures and shall consist of the following designs: (i) Duke Energy Fixture – Deluxe Traditional, or (ii) Duke Energy – Pole Style A

3. Configurations and Techniques

- a. Lighting shall be consistent with the scale of the street and the level of evening activity, and pedestrian-scaled fixtures shall be used on all streets, except alleys.
- b. Lamp styles shall not be mixed along any block of a street.
- c. A combination of pedestrian-scaled street light fixtures and intersection street light fixtures may be required to ensure a well-lit street and to establish a unifying element along the street
- d. Street lighting shall be located behind sidewalks, on the side closest to the residence or building.
- e. Light poles may include armature to allow banners or other amenities, such as hanging flower baskets, or artwork to be hung by the Town.

G. LANDSCAPING

1. Materials

- a. DRH shall plant trees from a list provided by or approved by the Town. A mixture of trees shall be selected and submitted to the Technical Review Committee (TRC) for approval at the time of site-plan review to provide a variety of species that achieve varying heights and characteristics rather than a homogenous planting of a single species.
- b. Shrubs and foundational plantings may include species selected by DR Horton’s landscape architect, subject to a landscape plan approved in the discretion of the TRC that exhibits variety in species among residences. At a minimum, all units shall have a well-defined planting bed with a mixture of shrubs and foundational plantings.

2. Configurations and Techniques

- a. A minimum of one (1) canopy tree (Canopy Tree) shall be planted within the front setback of each detached single family residential property. Each Canopy Tree shall come from a list attached as Exhibit ___ and be perpetually maintained by the property owner. Canopy Trees may only be removed if severely damaged, diseased or dead. Both removal and replacement with a similar tree within the next appropriate season for planting shall be enforced by the HOA. The owner’s breach of this subsection and failure to enforce by the HOA shall result in fines under the Town’s LDO, which fines shall be cumulative. The HOA shall adopt rules

for enforcement of this subsection in its covenants and restrictions, which provisions shall be subject to Town approval for consistency with this subsection.

- b. Landscaping berms of heights and designs approved by the TRC shall be used along Guilford College Road and Mackay Road. Heights and landscaping shall be sufficient to block or soften the view of the rear of homes.
- c. Frontage on Guilford College Road and Mackay Road shall maintain a 50' tree buffer of between residential uses and the major thoroughfares. Existing mature trees in this buffer shall be maintained.
- d. The Commercial Section shall include a variety of canopy and smaller trees as submitted in a landscaping plan approved by the TRC.
- e. Rear-loaded homes shall provide a minimum of one (1) understory tree within the front setback and one (1) canopy tree shall be required for every 100 linear feet of rear-loaded home street frontage.
- f. Townhomes must have a minimum of one (1) understory tree planted within the front setback for every 60 linear feet. All townhomes shall have a minimum of three (3) shrubs, planted 3' on center within the front setback of each property.
- g. Single family and townhome corner properties shall have a minimum of two Canopy Trees within the side setback, subject to the same provisions of paragraph G(1)(a).
- h. The portions of Guilford College Road located in the Gateway Scenic Corridor Overlay shall have a scenic easement equal to 10% of the lot depth but no more than 50 feet from the edge of the road right-of-way. The Planning Director may require an additional depth of up to 25 feet to preserve structures and/or vegetation deemed to be significant, as provided in LDO 8.5-3.

H. OPEN SPACE

1. Public Open Space Standards. All public open space standards, including location, design, and connection to public street rights-of-way and other dedicated open spaces shall be illustrated on the Master Plan. All open space not publicly dedicated to the Town shall be owned and maintained by the HOA.

2. Type and Location

- a. Open space includes parks, greens, squares, plazas, pathways, playgrounds, pocket parks, and playing fields.
- b. The Master Plan shall include Neighborhood Sections (“pedestrian sheds”) which shall be measured by a quarter mile radius. Each Neighborhood Section shall include prominent and centrally located open spaces.
- c. A minimum of 5% open space shall be required for each quarter mile pedestrian shed.

3. Delineated Forms

- a. Park. A park is a natural preserve available for unstructured recreation. It may be independent of surrounding building frontages, with a landscape consisting of paths and trails, meadows, water bodies, or woodlands, all naturally arranged. Parks may vary in size from small pocket parks to multi-acre tracts.
- b. Greens. A green is an open space available for unrestricted recreation and civic purposes, spatially defined by building frontages. Its landscape shall consist of formally arranged paths, lawns, and trees. Greens should be a minimum of one-half acre in size, and not larger than eight acres.
- c. Squares. Squares are open space available for unrestricted recreation and civic purposes and are spatially defined by building frontages. Its landscape shall consist of formally arranged paths, lawns, and trees. Squares are located at the intersection of important thoroughfares, a minimum of one-half acre in size and not larger than five acres.
- d. Playgrounds. Playgrounds are open spaces designed and equipped for the recreation of children. Playgrounds shall be fenced and may include an open shelter. Playgrounds should be interspersed in residential areas and may be placed within a block. They can also be included within Parks and Greens. They have no minimum or maximum size.
- e. Public Trails. Public trails are designed walkways and paths for passive recreation, provided where feasible, throughout the property.

I. MASTER PLAN

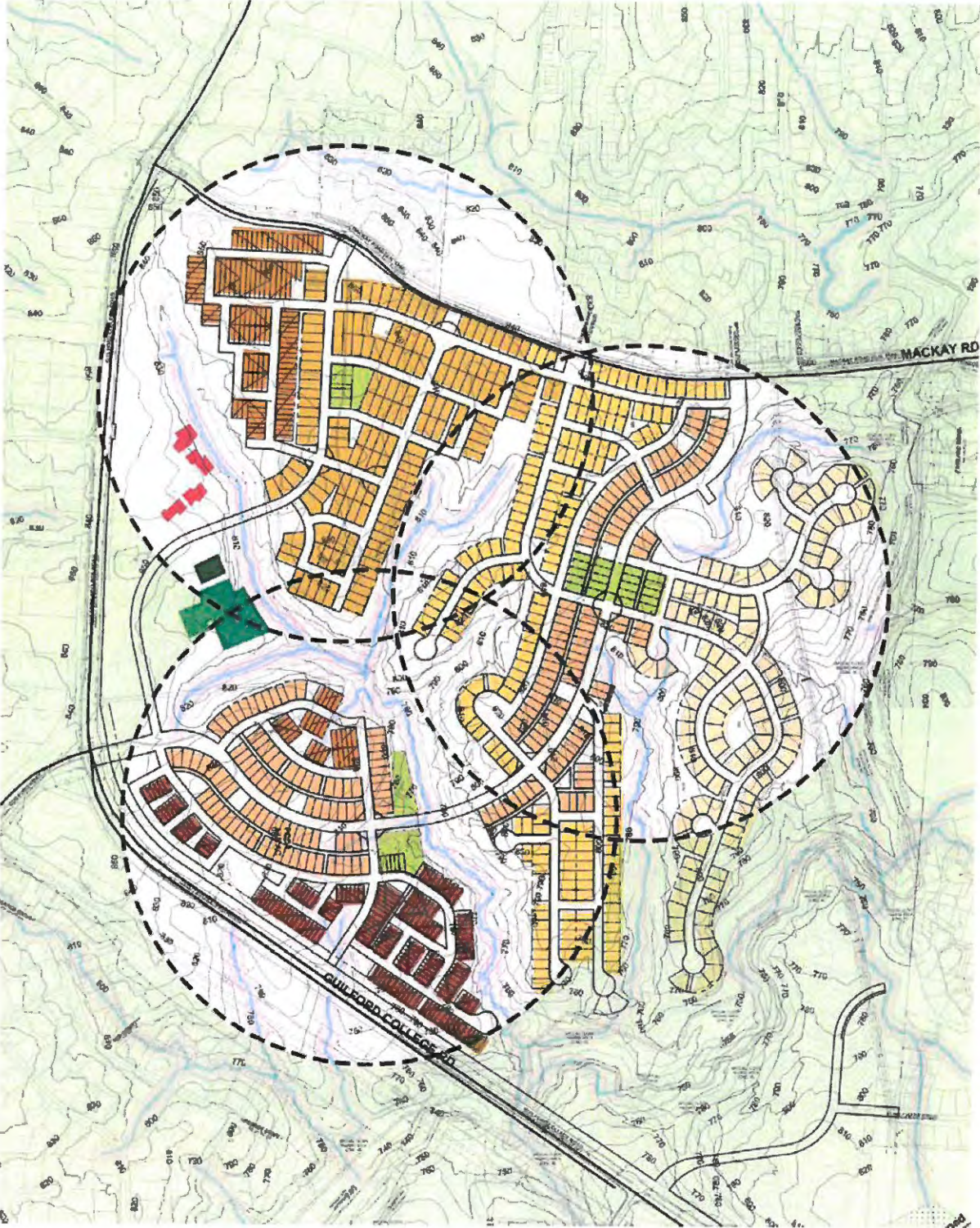
1. Definition. The Project shall include a Master Plan, the principal exhibit for assigning regulatory standards within the overall Property. The Master Plan may be Neighborhood Condition-based (Neighborhood Center, General, or Edge condition), or Unit Type-based, in DRH’s election, but it should reflect that neighborhood-based structure discussed and approved during the community planning process.









2. Neighborhood Framework. The Master Plan shall include a Neighborhood Framework based on an average 5-minute walk or one-quarter mile radius, indicated by a circle on the Plan locating the proposed center of each neighborhood as illustrated on Exhibit __. Collectively, the entire site shall fall as closely as possible within that framework.

3. Sub-Components. Each Neighborhood's sub-components may be further defined by DRH in terms of building or unit types, uses, and relative intensity, based on the particular neighborhood's location within the overall project site, or through form-based code standards. If form-based code is used, the range of sub-components shall be roughly analogous to T-3 and T-4 Transect Zones, as described in the SmartCode and illustrated in Exhibit __.



Master Plan



		22' TOWNHOME	26' TOWNHOME	REAR LOADED	DRHE	HORTON	FREEDOM	CIVIC	COMMERCIAL	SPECS		
LOT	MINIMUM LOT SIZE	22' x 90'	26' x 100'	42' x 105'	52' x 93'	62' x 100'	50' x 117'	100' x 200'	50' x 200'	-		
	MINIMUM SETBACKS	FRONT	22'	22'	10'	20'	20'	20'	15'	25'	-	
		SIDE	5' (0' if attached)	5' (0' if attached)	5'	5'	5'	5'	5'	5'	-	
		REAR	20'	20'	20'	20'	20'	20'	15'	10'	-	
		CORNER	15'	15'	15'	15'	15'	15'	10'	15'	-	
VISUAL EXAMPLE									*Visuals are not to scale			
BUILDING CONFIGURATION	MAXIMUM HEIGHT	25'	25'	25'	25'	25'	25'	30'	30'	-		
	FRONTAGE	PORCH	P	P	P	P	P	P	P	P	Balcones, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into the front setback area up to 8'	
		STOOP	P	P	P	P	P	P	P	P		
		ARCADE	-	-	-	-	-	-	-	P		
		STORE-FRONT	-	-	-	-	-	-	-	P		
MINIMUM PARKING	2.0 / dwelling	2.0 / dwelling	2.0 / dwelling	2.0 / dwelling	2.0 / dwelling	2.0 / dwelling	2.0 / dwelling	Per LDO 12.11	Per LDO 12.11	Minimum parking is in addition to guest parking standards as outlined in the Development Agreement		

P: Permitted

**ARTICLE VII.
TRANSPORTATION IMPROVEMENTS**

A. TRAFFIC IMPACT ANALYSIS

1. Service. DRH shall hire a North Carolina licensed transportation engineer to perform a traffic impact analysis (“TIA”) for the Project.
2. Scope. DRH and the engineer shall meet with the Town and NCDOT to determine the proper scope and parameters of the TIA.
3. Transportation improvements. Improvements and mitigation measures suggested or required by the TIA shall be mandatory. Improvements and mitigation measures not required by the TIA shall not be required.

B. STREETS AND SIDEWALKS

1. Town Standards.
 - a. General Standards. All streets and sidewalks shall be built to Jamestown Standard as required by the Technical Standards Manual (Standards Manual”). Deviations from the Standards Manual may be allowed in the Town’s sole discretion, which decision shall be final and not subject to appeal to the Town’s Board of Adjustment or other Board.
 - b. Construction Materials. DRH has presented the Town with a sketch plan showing streets that may be categorized as a thoroughfare that connects to Guilford College Road, neighborhood streets, and alleyways. Materials and construction standards for each shall be:
 - (i) Thoroughfare – a minimum of 8 inches of aggregate base course (“ABC”), with 2.5 inches of intermediate coarse asphalt and 1.5 inches of surface coarse asphalt.
 - (ii) Neighborhood streets and alleyways – a minimum of 8 inches of ABC, with 2 inches of intermediate coarse asphalt and 1.5 inches of surface coarse asphalt.
 - c. Dimensions and Rights-of-Way.
 - (i) The thoroughfare shall have a 55-foot right-of-way with a 30-foot valley-to-valley width and a 2.5-foot planting strip.
 - (ii) Neighborhood streets shall have 50-foot rights-of-way with a 26-foot valley-to-valley width and 2.5-foot planting strip.

2. Alleyways. Alleyways will not be publicly dedicated and shall be privately maintained.
3. Roundabouts. The Town and DRH shall consult in good faith about standards for roundabouts, which are not covered in the Standards Manual.
4. Curb and Gutter on Mackay Road. DRH shall provide curb and gutter on Mackay where the Projects abuts Mackay Road.
5. Sidewalks. Sidewalks internal to the Project shall not be less than five feet in width and placed on both sides of all streets.
6. Town maintenance. Streets and sidewalks that meet the Town's standards shall be publicly dedicated for Town maintenance.
7. Street signs. Street signs shall meet the Town's Signpost Specifications.
8. Bicycle racks. All commercial areas, trail heads, and public gathering places shall have bicycle racks in number and exact location as approved by the Town.

C. GREENWAYS AND TRAILS

1. Open Space Plan. DRH shall develop for Town approval an Open Space and Trails Plan ("Open Space Plan") with accompanying maps and site plans. The Open Space Plan shall show the locations, dimensions, lengths, wayfinding markers, structures, and materials for all greenways, trails, and parks (excluding sidewalks and streets). A minimum of ___ miles of greenways and trails shall be constructed.
2. Dimensional Standards. Greenways shall be minimum 10-feet in width and trails shall be a minimum 4-feet in width.
3. Materials. Greenways shall be constructed with bituminous pavement and meet the standards of the N.C. Mountain-to-Sea Trail manual. Trails shall be comprised of natural mineral soil surface or crushed gravel fines.
4. Markers. Greenways and trails shall have reasonable and appropriate wayfinding signs and markers.

D. PARKING

DRH shall provide parking equal to at least 3 public spaces per 10 units and 2 spaces per dwelling.

**ARTICLE VIII.
ENGINEERING AND STORMWATER**

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

**ARTICLE IX.
DEDICATION TO TOWN**

A. PARK

1. Park Dedication. Prior to issuance of development permits, DHR shall subdivide and dedicate to the Town approximately ___ acres in fee simple for a public park (“Park Tract”).
2. Location. The Park Tract is located at the southern quadrant of the intersection of Guilford Road and Guilford College Road and to the north of tax parcels, 159959, 159960, 159961, 159962, 159963, and 159964.
3. No obligation to develop. Dedication of the Park Tract creates no obligation by the Town to develop the Park Tract.

B. GREENWAYS AND TRAILS

1. Easement. Attached to this Agreement as Exhibit ___ is an easement (“Greenway Easement”) from DRH to the Town for public use of all greenways and trails within the Project. The Greenway Easement shall be separately recorded simultaneously with the recordation of this Agreement. The Greenway Easement shall be no less than 20 feet in width.
2. Ownership and maintenance. All greenways and trails shall be dedicated to a property owners’ association for permanent maintenance. This Agreement constitutes a binding obligation for dedication. Failure to maintain the greenways and trails shall be enforceable as a violation of the Town’s UDO as well as a material breach of this Agreement.
3. Pervious area calculations. All pervious or non-built upon area within greenways and trails shall remain useable by DRH for its impervious surface calculations.

C. CONSERVATION AREAS

Areas listed as Conservation Areas shall not be publicly dedicated but shall be transferred at appropriate times to a POA.

**ARTICLE X.
COMMERCIAL AREA**

A. LOCATION

DRH has proposed a commercial area (the “Commercial Area”) along Guilford Road near the intersection of Mackay Road as shown of a site plan attached to this Agreement as Exhibit ____.

B. SIZE

The Commercial Area shall not exceed __ acres in gross acreage, and the square footage of leasable space shall not exceed 32,000 square feet.

C. BUILDINGS

The Commercial Area shall consist of three multi-tenant buildings placed along and facing the entrance road to the Commercial Area.

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

1. Ordinance of adoption. This Agreement is entered into by ordinance, making this Agreement legally binding and enforceable by its terms and by powers vested in the Town by statute.

2. Land Development Ordinance, Town Policies, and Other Laws. The Town’s current LDO and all Town standards and policies are listed by title and date of adoption on Exhibit __ attached. Other Laws applicable to the Project include the adopted PUD zoning, which is attached to this Agreement as Exhibit __, the Concept Plan attached to this Agreement, and this Agreement (collectively “Laws”). DRH’s covenants and restrictions and other rules adopted to govern the Project and its POA are not considered Laws and may be modified and amended in the sole discretion of DRH, provided that no such covenants, rules, or restrictions shall not be inconsistent with this Agreement.

3. Permits. Permits issued by the State of North Carolina or the United States exist as to term and validity pursuant to the terms of the permit and underlying general statutes and federal codes. Permits referenced in this paragraph do not establish vested rights except as to common law application.

4. Vested rights. Except for the Town’s Fee Schedule, which changes from time to time in the discretion of the Town, DRH is vested for the duration of this Agreement under the laws and policies existing at the time of the Agreement, specifically included the laws and policies referenced in paragraph 2 above (“Existing Laws”). Except as expressly provided in N.C. Gen. Stat. §§ 160D-108(c) or 160D-108.1(f), no changes, amendments, alterations, expansions, enhancements, or application of Existing Laws shall apply to the Project without the written

consent of DRH. As provided in N.C. Gen. Stat. § 160D-1007(c), in the event State or federal law is changed after a development agreement has been entered into and the change prevents or precludes compliance with one or more provisions of the development agreement, the parties may modify the affected provisions, upon a finding that the change in State or federal law has a fundamental effect on the Agreement. To the extent that a change in State or federal law has a fundamental effect on the Agreement to the detriment of DRH and amendment of this Agreement is not prohibited by law, the Town agrees that its consent to amendment shall not be unreasonably or capriciously withheld.

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

6. Interpretation. All Laws shall be interpreted as though the Parties intended consistent interpretation and application and shall be read for consistent interpretation and application. Where there is a discrepancy in interpretation or application, the LDO that existed on the date of this Agreement’s adoption shall be considered primary, and this Agreement shall be considered secondary. If a provision in the LDO is ambiguous, then this Agreement shall be considered first as the Town’s official interpretation and secondarily as an expression of the Town’s intent.

ARTICLE XII. ARTICLE 160D-1001 et. seq. CERTIFICATIONS

A. STATUTORY CERTIFICATIONS

This Agreement is governed and authorized by N.C. Gen. Stat. § 160D-1006, which requires the following information to be included:

1. Description. A description of the property subject to the agreement and the names of its legal and equitable property owners is found in Article __ and Exhibit __.
2. The duration of the agreement. The duration of this Agreement shall be forty (40) years from the date of recordation.
3. Permitted uses, densities, placement on the site, and design. Uses and densities shall be as listed in Article IV. Placement on the site shall be as illustrated in the Concept Plan attached as Exhibit __. Design shall be as described under Article VI (Architecture and Design).
4. Public facilities, responsibility for construction, dates and schedules of delivery. All provisions in the Agreement related to public facilities, who shall develop and provide the services, the sequences of delivery and who is responsible are described in Article V

(Public Services). To the extent that the Town has incurred obligations for public services as described in this Agreement, such obligations shall be tied to successful performance by the DRH in its development of the Project and meeting its own obligations as described in Article V of this Agreement.

5. Land reserved or dedicated for public purposes and provisions for the protection of environmentally sensitive property. Public dedications are described in Article IX (Dedication to Town). There are no provisions for the protection of environmentally sensitive property other than those required by State and federal law.

6. Other protections for health, safety, and welfare. Public safety is further protected by several provisions contained within Article V (Public Services), and public welfare is further protected by provisions in all Articles.

7. Descriptions of provisions for preservation and restoration of historic structures. DRH shall work with the Guilford County Preservation Commission and the Historic Jamestown Society to restore or preserve aspects from on-site historic structures, including the Futrell-Mackay-Armstrong house, and incorporate them into community amenities.

ARTICLE XIII. MISCELLANEOUS

1. Amendment. This Agreement may be amended by the mutual consent of the parties or their successors in interest. A major modification of the terms of this Agreement shall follow the same procedures as required for the initial approval of this Agreement. The Town manager or his or her designee shall have the authority to approve minor, administrative amendments to this Agreement and the Concept Plan.

2. Recordation. Within fourteen (14) days after the Town enters into this Agreement, DRH shall record this Agreement in the Office of the Guilford County Register of Deeds.

3. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.

4. Periodic Review. This Agreement shall be reviewed on a regular and routine basis during the development of the Project, including, but not limited to, the submittal of any site plans or other development plans for public services. Upon buildout, the Agreement shall be reviewed by the Town as reasonably necessary, but not less than once per year.

5. Default.

6. Notices.

To the Town:

Mr. Matthew Johnson, Town Manager
301 E. Main Street
Jamestown, N.C. 27282
mjohnson@jamestown-nc.gov

With a copies to:
Elizabeth M. Koonce
Roberson Hayworth & Reece PLLC
300 N. Main Street
High Point, NC 27260
bkoonce@rhrlaw.com

Thomas E. Terrell, Jr.
Fox Rothschild LLP
230 N. Elm St. Suite 230
Greensboro, NC 27401
tterrell@foxrothschild.com

To D.R. Horton

7. Entire Agreement. This Agreement and the Laws described in Article XI set forth and incorporate by reference all promises, terms, conditions and understandings between the Town and DRH related to the Property and the Project, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties related to the matters addressed in this Agreement.
8. Construction. Counsel for the Town and DRH have reviewed and revised this Agreement and any rule of construction that ambiguities are to be resolved against the drafting party shall not apply.
9. Assignment. After notice to the Town, DRH may assign its rights and responsibilities under this Agreement to subsequent landowners of all or any portion of the Project, provided that no assignment as to a portion of the Project will relieve DRH of responsibility with respect to the remaining portion of the Project owned by DRH without the written consent of the Town. If DRH sells the Project in its entirety and assigns its rights and responsibilities to a subsequent landowner, then DRH shall be relieved of all of its covenants, commitments and obligations hereunder at the time all such covenants, commitments, and obligations pass to DRH's successor.
10. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and the Laws described in Article XI.
11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

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

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

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

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

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

16. No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State of North Carolina. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the Town. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. The Town has pre-audited this Agreement and the obligations hereunder to ensure compliance with budgetary accounting requirements (if any) that may apply. This Agreement is conditioned upon, and shall not be operative until, any required pre-audited certification is supplied.

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

18. Validity. DRH has fully participated in the negotiation and execution of this Agreement and affirms that the provisions and conditions herein pertaining to its financial and other obligations comport with all requirements of the UDO and the laws of the State of North Carolina, the laws of the United States, and common law.

[SIGNATURES ON FOLLOWING PAGES]

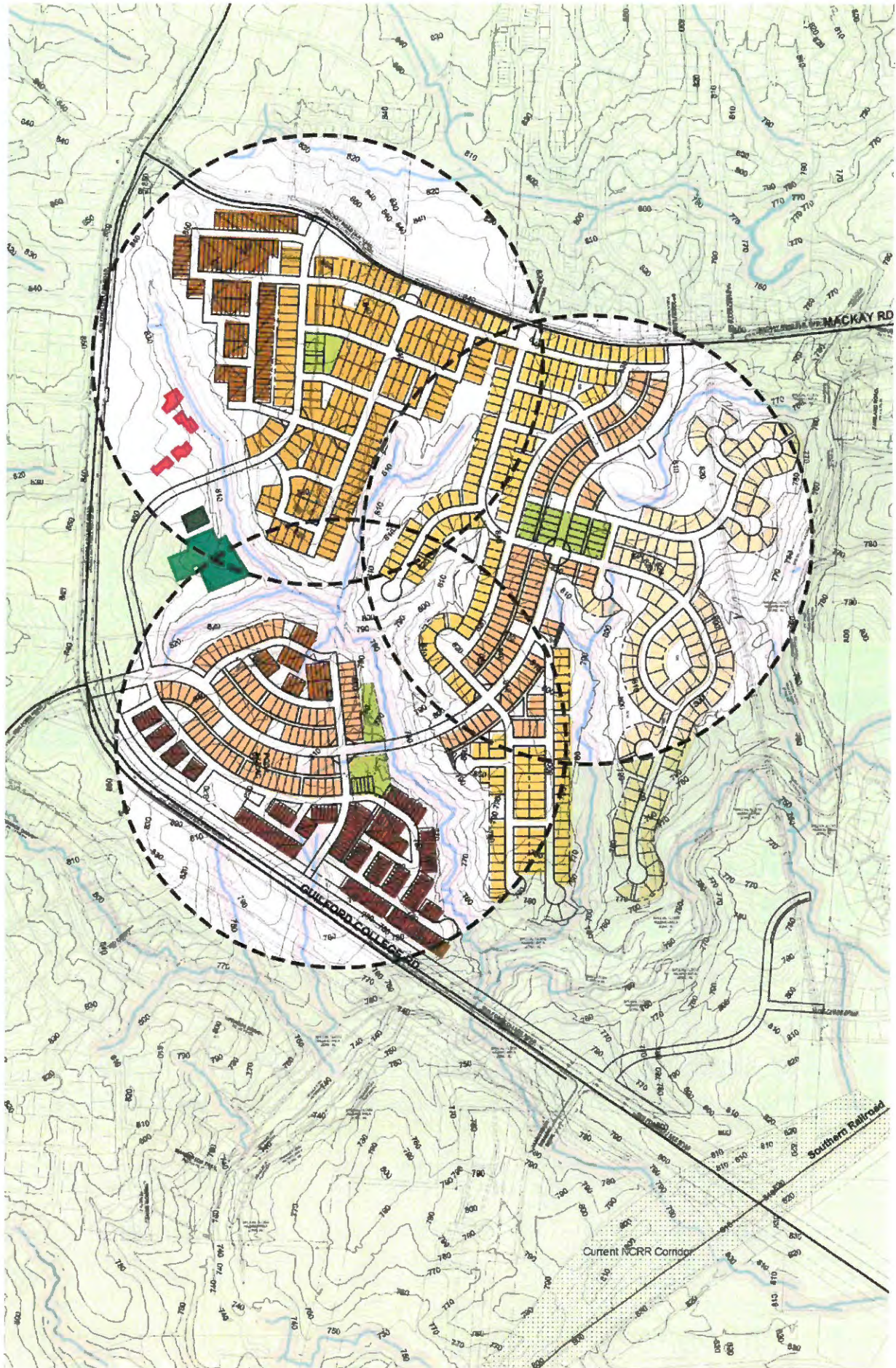
EXHIBIT "A"



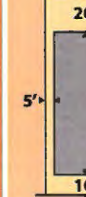



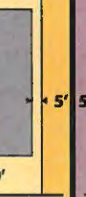
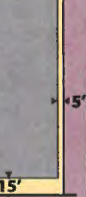
Property – Legal Description

EXHIBIT "B"

Approved Concept Plan

EXHIBIT "C"



		22' TOWNHOME	26' TOWNHOME	REAR LOADED	DRHE	HORTON	FREEDOM	CIVIC	COMMERCIAL	SPECS		
LOT	MINIMUM LOT SIZE	22' x 90'	26' x 100'	42' x 105'	52' x 93'	62' x 100'	50' x 117'	100' x 200'	50' x 200'	-		
	MINIMUM SETBACKS	FRONT	22'	22'	10'	20'	20'	20'	15'	25'	-	
		SIDE	5' (0' if attached)	5' (0' if attached)	5'	5'	5'	5'	5'	5'	-	
		REAR	20'	20'	20'	20'	20'	20'	15'	10'	-	
		CORNER	15'	15'	15'	15'	15'	15'	10'	15'	-	
VISUAL EXAMPLE									*Visuals are not to scale			
BUILDING CONFIGURATION	MAXIMUM HEIGHT	25'	25'	25'	25'	25'	25'	30'	30'	-		
	FRONTAGE	PORCH	P	P	P	P	P	P	P	P	Balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into the front setback area up to 8'	
		STOOP	P	P	P	P	P	P	P	P		
		ARCADE	-	-	-	-	-	-	-	P		
		STORE-FRONT	-	-	-	-	-	-	-	P		
MINIMUM PARKING	2.0 / dwelling	2.0 / dwelling	2.0 / dwelling	2.0 / dwelling	2.0 / dwelling	2.0 / dwelling	2.0 / dwelling	Per LDO 12.11	Per LDO 12.11	Minimum parking is in addition to guest parking standards as outlined in the Development Agreement		

P: Permitted

Approved Plants List

Use of any plant not on the Approved Plants List must be approved by Jamestown TRC

Canopy Trees

Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Abies firma</i>	Japanese fir	No	E	No	40 to 70	Sun
<i>Acer pseudo-platanus</i>	Sycamore maple	Yes	D	No	40 to 60	Sun
<i>Acer rubrum</i>	Red maple	Yes	D	SE	40 to 60	Sun, pt shade
<i>Acer saccharum</i>	Sugar maple - includes subsp <i>floridanum</i>	No	D	SE	50 to 75	Sun, pt shade
<i>Acer x freemanii</i>	Freeman maple cvs: Armstrong, etc.	Yes	D	US	50 to 65	Sun
<i>Aesculus flava</i>	Yellow buckeye	No	D	US	50 to 70	Sun, pt shade
<i>Betula nigra</i>	River birch	No	D	SE	40 to 70	Sun, pt shade
<i>Carpinus betulus</i>	European hornbeam	Yes	D	No	40 to 60	Sun, pt shade
<i>Carya illinoensis</i>	Pecan	Yes	D	SE	70 to 100	Sun, pt shade
<i>Cedrus atlantica 'Glauca'</i>	Blue atlas cedar	Yes	E	No	60 to 100	Sun, pt shade
<i>Cedrus deodara</i>	Deodar cedar	Yes	E	No	40 to 70	Sun, pt shade
<i>Celtis laevigata</i>	Sugarberry	Yes	D	E	60-70	Sun
<i>Celtis occidentalis</i>	Hackberry	Yes	D	SE	40 to 60	Sun
<i>Chamaecyparis abtusa</i>	Hinoki falsecypress	No	E	No	50 to 75	Sun, pt shade
<i>Chamaecyparis pisifera</i>	Japanese falsecypress	No	E	No	50 to 70	Sun
<i>Cryptomeria japonica 'Yoshino'</i>	Yoshino' Japanese Cedar	Yes	E	No	50 to 60	Sun, pt shade
<i>Cupressus arizonica</i>	Arizona cypress	Yes	E	US	30 to 40	Sun
<i>Fagus grandifolia</i>	American beech	No	D	SE	50 to 80	Sun, pt shade
<i>Ginkgo biloba (male)</i>	Ginkgo	Yes	D	No	40 to 70	Sun
<i>Gleditsia triacanthos inermis</i>	Thornless honeylocust	Yes	D	SE	30 to 70	Sun
<i>Gymnocladus dioica</i>	Kentucky coffeetree	Yes	D	SE	60 to 75	Sun
<i>Ilex opaca</i>	American holly	Yes	E	SE	30 to 60	Sun, pt shade
<i>Juniperus virginiano</i>	Eastern redcedar	Yes	E	SE	30 to 40	Sun
<i>Liquidambar styraciflua</i>	Sweetgum	Yes	D	SE	60 to 100	Sun, pt shade
<i>Liriodendron tulipifera</i>	Tuliptree, Yellow poplar	No	D	SE	40 to 100	Sun
<i>Magnolia grandiflora</i>	Southern magnolia	Yes	E	SE	40 to 80	Sun, pt shade
<i>Metasequoia glyptostroboides</i>	Dawn redwood	Yes	D	US	50 to 90	Sun
<i>Nyssa sylvatica</i>	Black gum	No	D	SE	40 to 60	Sun, pt shade
<i>Pinus strobus</i>	White Pine	Yes	E	SE	Varies	Sun

*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants

*E/D: E = evergreen D = deciduous

Canopy Trees *continued*

Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Pinus sylvestris</i>	Scotch pine	Yes	E	No	30 to 70	Sun
<i>Pinus taeda</i>	Loblolly pine	Yes	E	SE	30 to 40	Sun, pt shade
<i>Platanus acerifolia</i>	London plane tree	Yes	D	No	60 to 80	Sun
<i>Platanus occidentalis</i>	Sycamore	No	D	SE	70 to 100	Sun, pt shade
<i>Quercus acutissima</i>	Sawtooth oak	Yes	D	No	30 to 45	Sun, pt shade
<i>Quercus alba</i>	White oak	Yes	D	SE	60 to 100	Sun
<i>Quercus bicolor</i>	Swamp white oak	Yes	D	SE	50 to 60	Sun, pt shade
<i>Quercus coccinea</i>	Scarlet oak	Yes	D	SE	50 to 80	Sun
<i>Quercus falcata</i>	Southern red oak	Yes	D	SE	70 to 90	Sun
<i>Quercus hemisphaerica</i>	Darlington oak	Yes	D	SE	40 to 60	Sun, pt shade
<i>Quercus imbricaria</i>	Shingle oak	Yes	D	SE	50 to 60	Sun
<i>Quercus lyrata</i>	Overcup oak	Yes	D	SE	35 to 45	Sun
<i>Quercus macrocarpa</i>	Bur oak	Yes	D	SE	70 to 80	Sun
<i>Quercus nigra</i>	Water oak	Yes	D	SE	50 to 75	Sun, pt shade
<i>Quercus nuttallii</i>	Nuttall oak	Yes	D	SE	40 to 60	Sun
<i>Quercus palustris</i>	Pin oak	Yes	D	SE	60 to 80	Sun
<i>Quercus phellos</i>	Willow oak	Yes	D	SE	60 to 80	Sun
<i>Quercus prinus</i>	Chestnut oak	Yes	D	SE	60 to 70	Sun
<i>Quercus rubra</i>	Red oak	Yes	D	SE	60 to 75	Sun
<i>Quercus shumardii</i>	Shumard oak	Yes	D	SE	40 to 60	Sun
<i>Quercus stellata</i>	Post oak	Yes	D	SE	40 to 50	Sun
<i>Quercus virginiana</i>	Live oak	Yes	E	SE	30 to 50	Sun
<i>Taxodium ascendens</i>	Pond cypress	Yes	D	SE	70 to 80	Sun
<i>Taxodium distichum</i>	Baldcypress	Yes	D	SE	50 to 100	Sun
<i>Thuja occidentalis</i>	American arborvitae	No	E	SE	40 to 60	Sun
<i>Thuja plicata</i>	Giant arborvitae	No	E	US	50 to 80	Sun, pt shade
<i>Thuja x 'Green Giant'</i>	Green Giant arborvitae	Yes	E	Hy-No	40 to 60	Sun
<i>Tilia americana</i>	American linden or Basswood	Yes	D	SE	60 to 100	Sun
<i>Tilia cordata</i>	Littleleaf linden	Yes	D	No	30 to 50	Sun
<i>Tilia tomentosa</i>	Silver linden	Yes	D	No	40 to 70	Sun
<i>Ulmus americana</i>	American Elm cvs.: Liberty Elm, Valley Forge, Patriot, Celebrity, etc.	Yes	D	SE	75 to 125	Sun, pt shade
<i>Ulmus parvifolia</i>	Lacebark elm	Yes	D	No	40 to 50	Sun

*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants

*E/D: E = evergreen D = deciduous

Understory Trees

<i>Acer barbatum</i> (<i>A. saccharum</i> ssp. <i>floridanum</i>)	Southern sugar maple	Yes	D	SE	20 to 25	Sun
<i>Acer buergeranum</i>	Trident maple	Yes	D	No	25 to 35	Sun
<i>Acer griseum</i>	Paperbark maple	No	D	No	20 to 30	Sun, pt shade
<i>Acer japonicum</i>	Fullmoon maple	No	D	No	20 to 30	Sun, pt shade
<i>Acer palmatum</i>	Japanese maple	Yes	D	No	15 to 25	Sun, pt shade
<i>Acer truncatum</i>	Purple blow maple cvs: Main Street, Pacific Sunset, etc.	Yes	D	No	20 to 25	Sun
<i>Aesculus pavia</i>	Red buckeye	Yes	D	SE	10 to 20	Sun, pt shade
<i>Aesculus sylvatica</i>	Painted buckeye	No	D	SE	5 to 15	Sun, pt shade
<i>Alnus serrulata</i>	Tag alder	No	D	SE	15 to 20	Sun, pt shade
<i>Amelanchier arborea</i>	Downy serviceberry	Yes	D	SE	10 to 25	Sun, pt shade
<i>Amelanchier canadensis</i>	Serviceberry	Yes	D	SE	15 to 20	Sun, pt shade
<i>Amelanchier x grandiflora</i>	Serviceberry cvs: Autumn Brilliance, Princess Diana, etc.	Yes	D	Hybrid SE	20 to 25	Sun, pt shade
<i>Carpinus caroliniana</i>	American hornbeam, Ironwood	Yes	D	SE	20 to 30	Sun, pt shade
<i>Cercis canadensis</i>	Eastern redbud	Yes	D	SE	20 to 30	Sun, pt shade
<i>Cercis canadensis</i> ssp. <i>retusus</i>	Oklahoma redbud	Yes	D	SE	20 to 30	Sun, pt shade
<i>Cercis canadensis</i> ssp. <i>texensis</i>	Texas redbud	Yes	D	SE	15 to 20	Sun, pt shade
<i>Cercis chinensis</i>	Chinese redbud	Yes	D	No	8 to 12	Sun
<i>Chionanthus retusus</i>	Chinese fringe tree	Yes	D	No	15 to 25	Sun, pt shade
<i>Chionanthus virginicus</i>	Fringe tree	No	D	SE	12 to 20	Sun, pt shade
<i>Cladostis kentuckea</i>	Yellowwood	Yes	D	SE	30 to 45	Sun
<i>Cornus alternifolia</i>	Pagoda dogwood	No	D	SE	25 to 30	Partial shade
<i>Cornus florida</i>	Flowering dogwood	No	D	SE	15 to 20	Partial shade
<i>Cornus kousa</i>	Kousa dogwood	Yes	D	No	20 to 30	Sun, pt shade
<i>Cornus mas</i>	Cornelian cherry dogwood	Yes	D	No	20 to 25	Sun, pt shade
<i>Cornus Stellar hybrids</i>	Stellar dogwood	No	D	No	15 to 30	Sun, pt shade
<i>Corylus avellana</i> 'Contorta'	Lauders walking stick	No	D	No	12 to 20	Sun
<i>Cotinus coggygria</i>	Smoketree	Yes	D	No	10 to 15	Sun
<i>Cotinus hybrids</i>	Smoketree cvs: Grace	Yes	D	No	10 to 15	Sun
<i>Cotinus obovatus</i>	American smoke tree	Yes	D	SE	10 to 15	Sun
<i>Crataegus phoenopyrum</i>	Washington hawthorne cvs: Washington Lustre, etc.	Yes	D	SE	25 to 30	Sun

*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants

*E/D: E= evergreen D= deciduous

Understory Trees cont.

Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Crataegus viridis</i>	Green hawthorne cvs: Winter King, etc.	Yes	D	SE	15 to 20	Sun, pt shade
<i>Cryptameria japonica</i>	cvs: Sekkan-Sugi, etc.	No	E	No	15 to 30	Sun, pt shade
<i>Cupressus sempervirens</i>	Italian cypress	Yes	E	No	20 to 30	Sun
<i>Halesia carolina, H. tetraptera</i>	Carolina silverbell	No	D	SE	20 to 40	Sun, pt shade
<i>Halesia diptera</i>	Two-winged silverbell	No	D	SE	15 to 30	Sun, pt shade
<i>Ilex cassine</i>	Dahoon Holly	No	E	SE	15-20	Sun, pt shade
<i>Ilex decudua</i>	Possumhaw	Yes	D	SE	20 to 30	Sun, pt shade
<i>Ilex vomitoria</i>	Yaupon holly	Yes	E	SE	20 to 25	Sun, pt shade
<i>Ilex x 'Nellie R. Stevens'</i>	Nellie R. Stevens holly	Yes	E	Hyb-No	20 to 40	Sun, pt shade
<i>Ilex x 'Carolina Sentinel'</i>	Carolina Sentinel holly	Yes	E	Hyb-No	20 to 25	Sun, pt shade
<i>Ilex x attenuata</i>	Ilex cvs: Savannah, Foster, Sunny Foster, etc.	Yes	E	Hybrid - US	20 to 30	Sun, pt shade
<i>Juniperous scopulorum</i>	Rocky Mountain juniper cvs: Blue Haven, Wichita Blue, etc.	Yes	E	US	15 to 40	Sun
<i>Lagerstroemia fauriei</i>	Japanese crape myrtle	Yes	D	No	20 to 30	Sun
<i>Lagerstromia indica</i>	Crape myrtle	Yes	D	No	15 to 30	Sun
<i>Lagerstromia indica x fauriei</i>	Crape myrtle cvs: Muskogee, Natchez, Tuscarora, etc.	Yes	D	No	15 to 30	Sun
<i>Magnolia grandiflora dwarf cvs</i>	Little Gem', 'Teddy Bear', etc.	Yes	E	SE	15 to 20	Sun
<i>Magnolio hybrids</i>	Magnolia cvs: Ann, Betty, Judy, Mary Nell, Galaxy, etc	No	D	No	10 to 30	Sun
<i>Magnolia sieboldii</i>	Oyama magnolia	No	D	No	10 to 20	Partial shade
<i>Magnolia stellata</i>	Star magnolia cvs, etc.	No	D	No	10 to 20	Sun
<i>Magnolia virginiana</i>	Sweetbay magnolia	Yes	E	SE	10 to 60	Sun, pt shade
<i>Magnolia x soulangeano</i>	Saucer magnolia	No	D	No	15 to 25	Sun, pt shade
<i>Malus spp.</i>	Crabapple	Yes	D	Hyb-No	15 to 25	Sun
<i>Ostrya virginiana</i>	American hophornbeam	Yes	D	SE	25 to 40	Sun, pt shade
<i>Oxydendrum arboreum</i>	Sourwood	Yes	D	SE	20 to 30	Sun, pt shade
<i>Parrotia persica</i>	Persian ironwood	Yes	D	No	20 to 40	Sun, pt shade
<i>Picea glauca (dwarf cultivars)</i>	Spruce cvs: Conica, etc	Yes	E	US	10 to 20	Sun, pt shade
<i>Pistacia chinensis</i>	Chinese pistache	Yes	D	No	25 to 40	Sun
<i>Prunus campanulata</i>	Taiwan cherry	No	D	No	20 to 30	Sun, pt shade
<i>Prunus caroliniana</i>	Carolina laurelcherry	No	E	SE	20 to 40	Sun, pt shade

*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants

*E/D: E= evergreen D= deciduous

Understory Trees cont.

Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Prunus cerasifera</i>	Purple leaf plum	No	D	No	15 to 25	Sun
<i>Prunus mume</i>	Japanese apricot	No	D	No	10 to 20	Sun, pt shade
<i>Prunus persica</i> (Corinthian hyb.)	Corinthian peach cvs	No	D	No	20 to 25	Sun
<i>Prunus sargentii</i>	Sargent cherry	No	D	No	20 to 40	Sun
<i>Prunus serrulata</i>	Japanese cherry	No	D	No	15 to 25	Sun, pt shade
<i>Prunus subhirtella</i>	Higon cherry	No	D	No	20 to 40	Sun
<i>Prunus x 'Okame'</i>	Okame cherry	No	D	No	15 to 30	Sun
<i>Prunus x blireiana</i>	Blireiana cherry	No	D	No	15 to 20	Sun
<i>Prunus x 'Snow Goose'</i>	Snow Goose cherry	No	D	No	20	Sun
<i>Prunus x yedoensis</i>	Yoshino cherry cvs	No	D	No	30 to 40	Sun, pt shade
<i>Sassafras albidum</i>	Sassafras	Yes	D	SE	30 to 60	Sun, pt shade
<i>Stewartia pseudocamellia</i>	Japanese stewartia	No	D	No	20 to 40	Sun, pt shade
<i>Styrax japonica</i>	Japanese snowbell	No	D	No	20 to 30	Sun, pt shade
<i>Styrax obassia</i>	Fragrant snowball	No	D	No	20 to 30	Sun, pt shade
<i>Syringa reticulata</i>	Japanese tree lilac	No	D	No	20 to 30	Sun
<i>Thuja occidentalis</i>	Eastern arborvitae - Emerald Green, DeGroot's Spire, Techny, etc.	Yes	E	US	10 to 30	Sun
<i>Ulmus alato</i>	Winged elm	Yes	D	No	30 to 40	Sun
<i>Vitex agnus-castus</i>	Vitex chastetree	Yes	D	No	15 to 20	Sun

Shrubs

Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Abelia chinensis</i>	Chinese abelia	Yes	D	No	5 to 7	Sun, pt shade
<i>Abelia hybrids</i>	Abelia cvs: Edward Goucher, Little Richard, Rose Creek, Sunrise, etc.	Yes	D	No	Varies	Sun, pt shade
<i>Abelia x grandiflora</i>	Glossy abelia	Yes	D	No	3 to 6	Sun, pt shade
<i>Aesculus parviflora</i>	Bottlebrush buckeye	Yes	D	SE	8 to 12	Sun, pt shade
<i>Aronia arbutifolio</i>	Red Chokeberry	Yes	D	E	6-10'	Sun, pt shade
<i>Aronia melanocarpa</i>	Black Chokeberry	Yes	D	E	3-6'	Sun, pt shade
<i>Aucuba japonica</i>	Aucuba	Yes	E	No	6 to 10	Partial shade

*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants

*E/D: E= evergreen D= deciduous

Shrubs continued						
Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Berberis julianae</i>	Wintergreen barberry	Yes	E	No	6 to 8	Sun, pt shade
<i>Berberis koreana</i>	Korean barberry	Yes	D	No	4 to 6	Sun, pt shade
<i>Berberis verruculosa</i>	Warty barberry	Yes	E	No	3 to 4	Sun, pt shade
<i>Berberis x gladwynensis</i> 'William Penn'	William Penn barberry	Yes	E	Hyb-No	3 to 4	Sun, pt shade
<i>Buxus harlandii</i>	Harland boxwood	Yes	E	No	4 to 6	Sun
<i>Buxus hybrids</i>	Boxwood cvs: Green Mountain, Green Velvet, Wintergreen, etc.	Yes	E	No	2 to 4	Partial shade
<i>Buxus sempervirens</i>	Common boxwood	Yes	E	No	15 to 20	Partial shade
<i>Buxus sempervirens</i> 'Suffruticosa'	English boxwood 'Suffruticosa'	Yes	E	No	2 to 4	Partial shade
<i>Buxus sinics</i> (<i>B. microphylla</i>)	Little leaf boxwood	Yes	E	No	3 to 4	Partial shade
<i>Callicarpa americana</i>	American beautyberry	Yes	D	SE	3 to 8	Sun, pt shade
<i>Calycanthus floridus</i>	Carolina Allspice	Yes	D	SE	6-12'	Sun, pt shade
<i>Camellia sasanqua</i>	Sasanqua camellia	Yes	E	No	6 to 10	Sun, pt shade
<i>Camellia sinensis</i>	Tea camellia	Yes	E	No	4 to 6	Partial shade
<i>Caryopteris x clandonensis</i>	Blue mist shrub, Blue caryopteris	Yes	D	No	2 to 3	Sun
<i>Ceanothus americanus</i>	New Jersey tea	Yes	D	SE	3 to 4	Sun, pt shade
<i>Cedrus deodara</i> (dwarf cultivars)	Cedar cvs: Snow Sprite, Compacta, etc.	Yes	E	No	Varies	Sun
<i>Cephalanthus occidentalis</i>	Buttonbush	No	D	US	10-Jun	Sun, pt shade
<i>Cephalotaxus harringtonio</i>	Japanese plum yew	Yes	E	No	5 to 10	Partial shade
<i>Clethra acuminata</i>	Sweet Pepperbush	No	D	E	5-7'	Sun, pt shade
<i>Clethra alnifolia</i>	Summersweet cvs: Hummingbird, Sixteen Candles, Ruby Spice, etc.	Yes	D	SE	6 to 8	Sun, pt shade
<i>Cleyera japonica</i>	Japanese Cleyera	Yes	E	No		Partial shade
<i>Cornus amomum</i>	Silky Dogwood	No	D	E	8-10	Sun, pt shade
<i>Corylus americana</i>	American Hazelnut	Yes	D	E	8-12'	Sun, pt shade
<i>Cotoneaster opiculatus</i>	Cranberry cotoneaster	Yes	D	No	3	Sun, pt shade
<i>Cotoneaster dammeri</i>	Bearberry cotoneaster	Yes	E	No	1 to 2	Sun
<i>Cotoneaster microphyllus</i>	Little-leaf cotoneaster	Yes	E	No	2 to 3	Sun, pt shade
<i>Cotoneaster salicifolius</i>	Willowleaf cotoneaster	Yes	E	No	10 to 15	Sun, pt shade
<i>Cytisus scoparius</i>	Scotch broom	Yes	D	No	5 to 6	Sun, pt shade

*Native Status: US = native to US but not SE SE = native to southeast US Hybrids native by parent plants
 *E/D: E= evergreen D= deciduous

Shrubs continued

Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Deutzia gracilis</i>	Slender deutzia cvs: Nikko, etc.	Yes	D	No	3 to 4	Sun, pt shade
<i>Deutzia hybrids</i>	Deutzia cvs: Pink Minor, Strawberry Fields, Magician, etc.	Yes	D	No	2 to 4	Sun, pt shade
<i>Distylium hybrids</i>	Distylium cvs: 'Coppertone', 'Vintage Jade', 'Linebacker', etc.	Yes	E	No	2 to 8	Sun, pt shade
<i>Euonymus americana</i>	Strawberry bush	Yes	D	SE	4 to 6	Partial shade
<i>Forsythia x hybrids</i>	Forsythia cvs: Beatrix Farrand, Lynwood Gold, Golden Times, Spring Glory, etc.	Yes	D	No	Varies	Sun, pt shade
<i>Forsythia x intermedia</i>	Border forsythia	Yes	D	No	8 to 10	Sun, pt shade
<i>Fothergilla gardenii</i>	Dwarf fothergilla	Yes	D	SE	2 to 3	Sun, pt shade
<i>Fothergilla major</i>	Large fothergilla	Yes	D	SE	6 to 12	Partial shade
<i>Gardenia jasminoides</i>	Gardenia cvs	Yes	E	No	4 to 6	Sun, pt shade
<i>Hamamelis vernalis</i>	Vernal witchhazel	Yes	D	SE	6 to 10	Sun, pt shade
<i>Hamamelis virginiana</i>	Witchhazel	Yes	E	SE	15 to 20	Partial shade
<i>Hydrangea sp.</i>	Paniculata, macrophylla,	Yes	D	No	2 to 8	Partial shade
<i>Hydrangea arborescens</i>	Smooth Hydrangea, 'Annabelle'	Yes	D	SE	3 to 5	Partial shade
<i>Hydrangea quercifolia</i>	Oakleaf hydrangea & cvs	Yes	D	SE	4 to 6	Sun, pt shade
<i>Hypericum frondosum</i>	St. John's Wort	Yes	D	SE	3 to 4	Sun, pt shade
<i>Hypericum prolificum</i>	Shrubby St. John's Wort	Yes	D	SE	2 to 4	Sun, pt shade
<i>Ilex cornuta cvs.</i>	Holly cvs: Carissa, Burford, Rotunda, Needlepoint, etc.	Yes	E	No	2 to 25	Sun, pt shade
<i>Ilex crenata cvs.</i>	Holly cvs: Hetz, Helli, Steeds, Soft touch, etc.	Yes	E	No	4 to 10	Sun, pt shade
<i>Ilex decidua</i>	Possomhaw holly	Yes	D	SE	7 to 15	Sun, pt shade
<i>Ilex glabra</i>	Inkberry holly cvs: Shamrock, Nigra, etc.	Yes	E	SE	6 to 8	Sun, pt shade
<i>Ilex latifolia</i>	Lusterleaf holly	Yes	E	No	20 to 25	Sun, pt shade
<i>Ilex verticillata</i>	Winterberry	No	D	E	6 to 8	Sun, pt shade
<i>Ilex vomitoria</i>	Yaupon holly	Yes	E	SE	15 to 20	Sun, pt shade
<i>Ilex vomitoria cvs.</i>	Holly cvs: Nana, Schillings, Katherine, etc.	Yes	E	SE	2 to 5	Sun, pt shade

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*E/D: E = evergreen D = deciduous

Shrubs continued

Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Ilex x meserveae</i>	cvs: China Boy, China Girl, Blue Boy, Blue Girl, etc	Yes	E	Hyb-No	6 to 8	Sun, pt shade
<i>Ilex x 'Nellie R. Stevens'</i>	Nellie Stevens holly	Yes	E	Hyb-No	15 to 25	Sun, pt shade
<i>Ilex x 'Emily Bruner'</i>	Emily Bruner holly	Yes	E	Hyb-No	15 to 20	Sun, pt shade
<i>Ilex x 'Mary Nell'</i>	Mary Nell holly	Yes	E	Hyb-No	10 to 20	Sun, pt shade
<i>Ilex x koehneana</i>	Koehne holly cvs	Yes	E	Hyb-No	5 to 15	Sun, pt shade
<i>Illicium floridanum</i>	Florida Anise-tree	No	E	SE	6 to 8	Partial shade
<i>Illicium parviflorum</i>	Star Anise	Yes	E	SE	10'-15'	Partial shade
<i>Itea virginica</i>	Virginia sweetspire	Yes	D	SE	3 to 5	Sun, pt shade
<i>Jasminum nudiflorum</i>	Winter jasmine	Yes	D	No	3 to 4	Sun, pt shade
<i>Juniperus chinensis</i>	Chinese juniper cvs: Wintergreen, Spartan, Hooks, etc.	Yes	E	No	12 to 50	Sun
<i>Juniperus chinensis (dwarf cultivars)</i>	Chinese juniper cvs: Procumbens Nana, Berkshire, Sargentii, Hetzi, etc.	Yes	E	No	3 to 12	Sun
<i>Juniperus communis</i>	Common juniper	Yes	E	US	5 to 10	Sun
<i>Juniperus canferta cvs.</i>	Juniper cvs: Blue Lagoon, Blue Pacific, Boulevard, etc.	Yes	E	No	1 to 2	Sun
<i>Juniperus davurica cvs.</i>	Parsons juniper	Yes	E	No	2 to 3	Sun
<i>Juniperus horizontalis</i>	Juniper cvs: Blue Vase, Blue Chip, Wiltonii, etc.	Yes	E	US	1 to 2	Sun
<i>Juniperus hybrids</i>	Juniper cvs: Saybrook Gold, etc.	Yes	E	Hybrid	Varies	Sun
<i>Juniperus procumbens</i>	Japanese garden juniper	Yes	E	No	.5 to 1.5	Sun
<i>Juniperus scapularum (dwarf cultivars)</i>	Juniper cvs: Blue Creeper, Skyrocket, etc.	Yes	E	US	Varies	Sun
<i>Juniperus squamata cvs.</i>	Juniper cvs: Holger, Blue Elf, Calgary Carpet, Blue Satr, etc.	Yes	E	No	Varies	Sun
<i>Juniperus virginiana cvs.</i>	Juniper cvs: Blue Mountain, Blue Cloud, Grey Owl, etc.	Yes	E	SE	Varies	Sun
<i>Juniperus x media</i>	Juniper cvs: Seagreen, Old Gold, etc.	Yes	E	Hyb-No	Varies	Sun
<i>Kalmia latifolia</i>	Mountain laurel	Yes	E	SE	4 to 8	Sun, pt shade
<i>Lagerstroemia indica and hybrids</i>	Crapemyrtle cvs: New Orleans, Centennial, Chica, Tonto, Acoma, etc.	Yes	D	No	5 to 15	Sun
<i>Lindera benzoin</i>	Spice bush	Yes	D	SE	6 to 12	Sun, pt shade

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Shrubs continued

Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Loropetalum chinensis</i>	Loropetalum	Yes	E	No	6 to 12	Sun, pt shade
<i>Loropetalum hybrids</i>	Loropetalum cvs: Plum Delight, Ruby, Fire Dance, etc.	Yes	E	No	4 to 10	Sun, pt shade
<i>Mahonia aquifolium</i>	Oregon grape holly	Yes	E	US	3 to 6	Partial shade
<i>Myrica cerifera</i>	Southern waxmyrtle	Yes	E	SE	10 to 15	Sun, pt shade
<i>Nandina domestica dwarf cvs</i>	Nandina cvs: Firepower, Gulf Stream, Harbor Dwarf, etc.	Yes	E	No	6 to 8	Sun, pt shade
<i>Pinus mugo</i>	Mugo pine cvs	Yes	E	No	1.5 to 10	Sun, pt shade
<i>Physocarpus opulifolius</i>	Ninebark	Yes	D	SE	5 to 10	Sun, pt shade
<i>Picea abies (dwarf cultivars)</i>	Spruce cvs: Little Gem, Pendula, etc.	Yes	E	No	Varies	Sun
<i>Picea pungens (dwarf cultivars)</i>	Colorado Blue Spruce cvs: Globosa, Montgomery, Bakeri, Fat Albert, etc.	Yes	E	US	Varies	Sun
<i>Pinus mugo (dwarf cultivars)</i>	Pine cvs: Pumilio, Mughus	Yes	E	No	Varies	Sun
<i>Pinus nigra cvs.</i>	Austrian Pine cvs: Arnold Sentinel, Monstrosa, etc.	Yes	E	No	3 to 5	Sun
<i>Pinus rigida</i>	Pine cvs: Sherman Eddy, etc	Yes	E	SE	15 to 20	Sun
<i>Pinus sylvestris (dwarf cultivars)</i>	Pine cvs: Nana, Hillside Creeper, etc.	Yes	E	No	Varies	Sun
<i>Pinus thunbergii (dwarf cultivars)</i>	Pine cvs: Nana, Thunderhead	Yes	E	No	Varies	Sun
<i>Pittosporum tobira</i>	Japanese pittosporum	Yes	E	No	10 to 12	Sun, pt shade
<i>Podocarpus macrophyllus var. maki</i>	Shrubby podocarpus	Yes	E	No	20 to 35	Sun, pt shade
<i>Prunus glandulosa</i>	Flowering almond	Yes	D	No	4 to 5	Sun, pt shade
<i>Prunus laurocerasus</i>	English laurel	Yes	E	No	10 to 18	Sun, pt shade
<i>Prunus x cistena</i>	Purple leaf plum	No	D	No	7 to 14	Sun
<i>Raphiolepis hybrids</i>	Hawthorn cvs: Gulfgreen, Cuppertone	Yes	D	No	3 to 6	Sun
<i>Raphiolepis x delacourii</i>	Indian hawthorn, Yeddo hawthorn	Yes	E	No	3 to 4	Sun, pt shade
<i>Rhaphidophyllum hystrix</i>	Needle palm	No	E	SE	6 to 8	Sun, pt shade
<i>Rhododendron austrinum</i>	Florida azalea	Yes	D	SE	8 to 10	Partial shade
<i>Rhododendron calendulaceum</i>	Flame azalea	Yes	D	SE	4 to 8	Partial shade
<i>Rhododendron sp.</i>	Encore Azalea	Yes	E	No	3 to 5	Sun, pt shade
<i>Rhus aromatica</i>	Sumac	Yes	D	SE	2 to 6	Sun, pt shade

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Shrubs continued

Scientific Name	Common Name	Drought Tolerant	E/D*	Native*	Ht (Feet)	Exposure
<i>Rhus typhina</i>	Staghorn sumac	Yes	D	SE	15 to 25	Sun
<i>Rosmarinus officinalis</i>	Rosemary	Yes	E	No	2 to 4	Sun
<i>Sabal minor</i>	Dwarf palmetto	Yes	E	SE	3 to 5	Sun
<i>Sarcococca confusa</i>	Sweet Box	Yes	E	No	3 to 5	Partial shade
<i>Sarcococca hookeriana</i>	Himalayan sarcococca	Yes	E	No	4 to 6	Partial shade
<i>Sarcococca ruscifolia</i>	Fragrant sarcococca	Yes	E	No	2 to 3	Partial shade
<i>Spiraea cantoniensis</i>	Double Reeves spirea	Yes	D	No	4 to 6	Sun, pt shade
<i>Spiraea nipponica 'Snowmound'</i>	Snowmound spirea	Yes	D	No	3 to 5	Sun, pt shade
<i>Spiraea prunifolia</i>	Bridalwreath spirea	Yes	D	No	4 to 9	Sun, pt shade
<i>Spiraea thunbergii</i>	Thunberg spirea	Yes	D	No	3 to 5	Sun, pt shade
<i>Spiraea x vanhouttei</i>	Vanhoutte spirea	Yes	D	Hyb-No	6 to 8	Sun, pt shade
<i>Vaccinium corymbosum</i>	Highbush Blueberry	No	D	US	6 to 12	Sun
<i>Viburnum acerifolium</i>	Maple-leaf viburnum	Yes	D	SE	4 to 6	Partial shade
<i>Viburnum awabuki</i>	Chindo viburnum	Yes	E	No	10 to 15	Sun, pt shade
<i>Viburnum dentatum</i>	Arrowood Viburnum	Yes	D	E	6 to 10	Sun, pt shade
<i>Viburnum obovatum</i>	Walter's Viburnum	Yes	E	SE	10 to 12	Sun, pt shade
<i>Viburnum prunifolium</i>	Blackhaw Viburnum	Yes	D	E	12 to 15	Sun, pt shade
<i>Viburnum tinus</i>	Laurustinus viburnum	Yes	E	No	6 to 12	Sun, pt shade
<i>Viburnum x pragense</i>	Pragense viburnum	Yes	E	Hyb-No	8 to 10	Sun, pt shade
<i>Xanthorhiza simplicissima</i>	Yellowroot	Yes	D	SE	2 to 3	Sun, pt shade
<i>Yucca filamentosa</i>	Adam's needle yucca	Yes	E	SE	2 to 4	Sun

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 *E/D: E = evergreen D = deciduous

DO NOT PLANT THESE

The plants listed below are invasive non-native and noxious plants

<i>Acer platanoides</i>	Norway Maple
<i>Ailanthus altissima</i>	Tree of Heaven
<i>Berberis thunbergii, davidii</i>	Barberry sp.
<i>Buddleia davidii, lindleyana, etc.</i>	Butterfly bush
<i>Callicarpa dichomata, japonica</i>	Asian Beautyberry sp.
<i>Eleagnus pungens, umbellata, angustifolia, etc.</i>	Eleagnus species
<i>Euonymus alatus</i>	Burning bush
<i>Euonymus fortunei</i>	Winter Creeper
<i>Ligustrum japonicum, sinense, lucidum, etc.</i>	Ligustrum or privet species
<i>Lonicera mackii, marrowii, standishii, tatarica, etc.</i>	Bush honeysuckle species
<i>Mahonia bealei</i>	Leatherleaf Mahonia
<i>Nandina domestica</i>	Nandina - except sterile cultivars
<i>Pyracantha coccinea, angustifolia, cvs., etc.</i>	Pyracantha
<i>Pyrus calleryana 'Bradford'</i>	Bradford Pear
<i>Quercus acutissima</i>	Sawtooth Oak

This is just a partial list of invasive non-native plants. Use of any plant not on the Approved Plant List must be approved by the Jamestown TRC.

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: Amendment to the LDO, Article II, Definitions

AGENDA ITEM #: V-A(4)

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 10 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

The Staff have prepared updates to Article III Definitions. These changes have been made to clarify how and to whom duties are assigned in the absence of a Planning Director.

ATTACHMENTS: Ordinance Amendment

RECOMMENDATION/ACTION NEEDED: Adopt LDO Amendment as presented.

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to adopt LDO Amendment as presented.

FOLLOW UP ACTION NEEDED: None

AN ORDINANCE AMENDING THE LAND DEVELOPMENT ORDINANCE
OF THE TOWN OF JAMESTOWN, NORTH CAROLINA

Text Amendment 2022-02

WHEREAS, the Town of Jamestown, North Carolina pursuant to the authority conferred by the North Carolina General Statute §160D-601 enacted an Official Zoning Ordinance, also referred to as the Land Development Ordinance, for the Town of Jamestown, North Carolina;

WHEREAS, the Town of Jamestown, North Carolina pursuant to the authority conferred by the North Carolina General Statutes may from time to time as necessary amend, supplement, change, modify or repeal certain of its zoning regulations and restrictions and zoned boundaries; and

WHEREAS, the Town Council of the Town of Jamestown, North Carolina pursuant to the authority conferred by the North Carolina General Statutes does hereby recognize a need to amend the text of certain articles of the Town of Jamestown Land Development Ordinance.

WHEREAS, the Town Council finds that it is necessary to update the Land Development Ordinance to clarify the definition of the "Planning Director".

NOW, THEREFORE, IN ORDER TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JAMESTOWN, NORTH CAROLINA:

Part 1. That Article III "Definitions" is hereby amended by replacing the following language in that section:

PLANNING DIRECTOR. The Town of Jamestown official charged with administering, interpreting, and enforcing the Land Development Ordinance, including the sign regulations, or their designee. *In the event that the position of Planning Director is vacant, the Town Manager or their designee shall become the person responsible for administering the Ordinances herein. Any references to Planning Director shall be interchangeable with that of Town Manager.*

Part 3. This Ordinance shall be effective immediately upon its adoption.

Adopted this the _____ day of _____, 2022.

Attest:

Town Council
Town of Jamestown, North Carolina

Lynn Montgomery, Mayor

Katie M. Weiner, CMC, Town Clerk

MOTION
FINDING PROPOSED AMENDMENT CONSISTENT WITH COMP PLAN

I make a motion that the proposed zoning amendment **be approved** based on the following:

1. *The proposed zoning amendment is consistent with the adopted comprehensive plan of the Town of Jamestown.* The Town Council further finds that the proposed zoning amendment is consistent with the comprehensive plan because: _____.

AND

2. *The proposed zoning amendment is reasonable.* The Town Council considers the proposed zoning amendment to be reasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be reasonable is adopted by reference.

B. The Town Council further finds that the proposed zoning amendment is reasonable because: _____.

AND

3. *The proposed zoning amendment is in the public interest.* The Town Council considers the proposed zoning amendment to be in the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be in the public interest is adopted by reference.

B. The Town Council further finds that the proposed zoning amendment is in the public interest because: _____.

[Call for second etc.]

MOTION
FINDING PROPOSED AMENDMENT INCONSISTENT WITH COMP PLAN

I make a motion that the proposed zoning amendment **be rejected** based on the following:

1. *The proposed zoning amendment is **not consistent** with the adopted comprehensive plan of the Town of Jamestown.* The Town Council finds that the proposed zoning amendment is inconsistent with the comprehensive plan because: _____.

AND/OR

2. *The proposed zoning amendment is not reasonable.* The Town Council considers the proposed zoning amendment to be unreasonable because:

A. The report of the Town staff finding the proposed zoning amendment to be unreasonable is adopted by reference.

B. The Council further finds that the proposed zoning amendment is unreasonable because: _____.

AND/OR

3. *The proposed zoning amendment is in the public interest.* The Council considers the proposed zoning amendment to be against the public interest because:

A. The report of the Town staff finding the proposed zoning amendment to be against the public interest is adopted by reference.

B. The Council further finds that the proposed zoning amendment is against the public interest because: _____.

[Call for second etc.]

**MOTION
TO APPROVE
ZONING AMENDMENT
(EVEN IF INCONSISTENT WITH COMP PLAN)**

I make a motion that the proposed zoning amendment **be approved** based on the following:

1. *Even though the proposed zoning amendment is **inconsistent** with the adopted comprehensive plan of the Town of Jamestown, a change in conditions in meeting the development needs of the community has occurred since plan adoption.* These changes include:

_____.
Furthermore, the Council finds that the proposed zoning amendment meets the development needs of the community because:_____

AND

2. *The proposed zoning amendment is reasonable.* The Council considers the proposed zoning amendment to be reasonable because:

- A. The report of the Town staff finding the proposed zoning amendment to be reasonable is adopted by reference.
- B. The Council further finds that the proposed zoning amendment is reasonable because:_____.

AND

3. *The proposed zoning amendment is in the public interest.* The Council considers the proposed zoning amendment to be in the public interest because:

- A. The report of the Town staff finding the proposed zoning amendment to be in the public interest is adopted by reference.
- B. The Council further finds that the proposed zoning amendment is in the public interest because:_____.

AND

4. By approving this motion, the Town Council recommends that the Town amends the Town of Jamestown Land Development Plan (comprehensive plan) to reflect the approved zoning amendment.

[Call for second etc.]

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: Presentation of PARTF Grant Application

AGENDA ITEM #: VI-A

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 10 Minutes

DEPARTMENT: Parks and Recreation

CONTACT PERSON: Scott Coakley

SUMMARY:

The Parks and Recreation Trust Fund (PARTF) is an annual grant allocated by the Parks and Recreation Authority. Applications are evaluated according to quality of planning, public involvement in the planning process, recreation facilities provided, quality of site with respect to its surroundings, quality of park land to be acquired, and the applicant's ability to operate and maintain the park project. Applicants must match the grant dollar-for-dollar, 50 percent of the total cost of the project. Local governments have three years to complete a PARTF project.

Town staff met with the Parks and Recreation Committee met on March 7, 2022 to discuss the options and the potential points that are associated with each option. Considering the points and cost to each option, the P&R Committee and staff recommend the option to apply for PARTF funding to create a dog park, natural play area, nature trail, two shelters, the renovation of the basketball court, and the relocation and renovation of the volleyball court.

The PARTF application scores amenities based on new, like/similar, or renovation. The new amenities would include a dog park, natural play area, and trail. The like/similar features would include two small shelters, one at the basketball courts and one in the proposed dog park. We would also renovate the basketball courts, and relocate the volleyball courts. By relocating the volleyball courts, that would also help the Town prepare for the renovation/addition of an all-inclusive playground in the future.

All the options being considered are based on community input given during the public input of the recently adopted Comprehensive Parks and Recreation Master Plan. Additionally, staff have presented to community civic groups and held a community meeting on April 13, 2022 to gather community support.

ATTACHMENTS: PARTF Description and Justification

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council support the PARTF application as presented.

BUDGETARY IMPACT: The Town will provide a 50% match for the total cost of the project.

SUGGESTED MOTION: Council Member makes a motion to support the PARTF application as presented.

FOLLOW UP ACTION NEEDED: Staff will submit the application for PARTF grant funding.

Description and Justification for the Jamestown Park Rejuvenation and Refresh Project

Local Government: Town of Jamestown

Description

Jamestown Park was made possible through the Land and Water Conservation Fund in 1972. The park consists of approximately 170 acres, the golf course makes up a majority of park property, with 11 acres dedicated to traditional park amenities. The park serves as a gathering and recreation area for Jamestown residents and visitors and the connection to the Bicentennial Greenway makes it a popular spot for cyclists, joggers, and dog walkers.

The Comprehensive Parks and Recreation Master Plan, adopted in April 2021, identifies the overall needs and values of the community. The requested facility improvements were chosen based on need and public input and have strong community support. These proposed enhancements will provide activities that are useable by visitors of all ages and abilities:

- **Dog Park:** A dog park will provide separate areas for small and large dogs to run off-leash. Water fountains, pet waste stations, and the combination of trees and open space provide an ideal play environment for the dogs.
- **Natural Play Area:** A natural play area features elements such as tree trunks and boulders for climbing, rope swings, and stepping stones to encourage children to connect with nature and play imaginatively.
- **Nature Trail:** An accessible nature trail winds through the trees and natural play area creating a safe opportunity to explore nature.
- **Shelters (2):** Shelter locations behind the basketball court and centrally located in the dog park provide seating and shade for spectators, dog owners, and small gatherings.
- **Sand Volleyball:** The existing sand volleyball court has become a well-loved but waterlogged court over the decades. The relocation and renovation will be easily viewed and accessible from the picnic shelters.
- **Basketball:** The basketball court is one of the park's most utilized amenities. With mismatched goal heights and cracked concrete the heavily used court will get the facelift park users deserve.

Justification

The renovations and new amenities of Jamestown Park will bring a much needed refresh to the park and will greatly expand the recreation opportunities available to the community. The park is connected to the surrounding Jamestown Neighborhoods by the newly constructed pedestrian bridge and sidewalk allowing easy access to a significant number of families, joggers, and dog walkers. The new and updated facilities will provide activities for visitors of all ages.

The project adds new and unique features (dog park, natural play area, nature trail) to the Town of Jamestown. The replacement and renovation of the basketball and volleyball court will provide a safe and interactive recreation opportunity for group gatherings, replacing the existing fatigued structure.



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: Presentation of Preliminary Budget & CIP for 2022-23

AGENDA ITEM #: VI-B

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 15 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

The preliminary budget for 2022-23 is presented in your notebooks. This budget is very preliminary; we know that there will be changes before the recommended budget is presented at the May Town Council meeting.

Also included here is a brief summary of proposed salaries and benefits, new positions proposed, rates as proposed, and projects and capital outlay items that are included in the preliminary budget, as well as fund balance and net position proposed to be used.

ATTACHMENTS: Summary

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Budget for FY 22/23

This budget includes the following at this point:

Salaries -

COLA of 3.75%

Merit 0-3% currently budget includes 3% merit for all employees; will be adjusted upon evaluations

Retirement- increase in employer rate of contribution to 12.5% from current year rate of 11.4%

401 (K)- increase in employer rate of contribution to 5% from current year rate of 4.5%

Health insurance- increase estimate of 6-9%; we hope to have exact renewal rates before the Recommended Budget is presented

New positions:

- Planning- Add a Planning Tech position; full-time to begin approximately January 1, 2023
- Recreation- Add a 2nd Groundskeeper 1 (full-time position)
- Public Services- Add an Assistant Public Services Director position - full-time to begin approx January 1, 2023
- Public Services- Add a Revenue Collections & Billing Manager (full-time position) to replace a retiring current employee
- Administration- Add a Human Resources position (full-time) to replace a retiring current employee

Rates:

- Increase water rate by approximately 3.17%, to match PTRWA increase
- Increase sewer rate by approximately 7.6% to match City of HP increase
- Increase monthly fee for garbage & recycling by \$2.50

Property tax rates have not changed and no additional fees are included in this budget
(Pinecroft/Sedgefield Fire District rates are proposed to remain the same as in current year)

Projects - General Fund

Solid Waste Study	10,000
Architect study- future expansion fire station	9,000
Crosswalk Improvements	40,950
Stormwater Mapping	25,000
Stormwater audit prep and inspection	5,000
Resurfacing streets	300,000
Main Street corridor study	49,500
Strategic Plan-Golf Course	29,500
	\$ 468,950

Capital Outlay

General Fund:

Bathrooms for golf course	\$ 240,000
Sanitation truck, plus retrofit	240,000
Mowers at golf course	116,000
Driving Range Improvements	60,000
Storm drainage improvements	142,000
Snow plow	8,500
Repave cart paths	50,000
Civic Center sound system	75,000
Town Hall Renovations	400,000
Library building improvements	80,000
Wrenn Miller bathrooms	300,000
	\$ 1,711,500

Water/Sewer Fund:

Eastside improvements	\$ 39,000
Riverdale Pump Station expansion	\$ 2,907,500
Sewer slip lining	600,000
Main Street & other water line projects	1,450,000
Service truck	45,000
Skid Steer & chipper	173,500
	<hr/>
	\$ 5,215,000

Appropriated Fund Balance:

General Fund	\$ 993,640
W/5 Fund	\$ 4,877,305

Mayor
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Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Set Public Hearing date for Recommended Budget & CIP FY 2022-23 **AGENDA ITEM #:** VI-C

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

We request to set the Public Hearing date for the Recommended Budget and CIP for FY 2022-23 for the May 17th Town Council meeting at 6:00 pm in the Civic Center at Town Hall.

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED: Set Public Hearing date for Recommended Budget & CIP for FY 2022-23 for May 17th

BUDGETARY IMPACT:

SUGGESTED MOTION: Set Public Hearing date for Recommended Budget and CIP for FY 2022-23 for the May 17th Town Council meeting at 6:00 pm in the Civic Center at Town Hall.

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: Request to set date for public input - ARP Funding & CIP

AGENDA ITEM #: VI-D

CONSENT AGENDA ITEM

ACTION ITEM

INFORMATION ONLY

MEETING DATE: April 19, 2022

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

The Town of Jamestown received approximately \$715,000 in July 2021 as part of the American Rescue Plan Act (ARPA); in July 2022, the Town should receive another \$715,000 as part of the ARPA. It is the objective of the Town to conduct a public input session to solicit ideas for proposed uses and projects to be funded with these monies.

A public input session is requested to be held at Town Hall on May 3rd from 4:00 to 6:00 pm for this purpose.

In addition to ideas for ARPA funding, the Town would like to hear ideas for potential Capital Improvement Program (CIP) projects. The CIP includes capital projects for each of the next 5 fiscal years, as well as beyond 5 years.

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED: Set public input session at Town Hall on May 3rd from 4-6 pm

BUDGETARY IMPACT:

SUGGESTED MOTION: Set public input session at Town Hall on May 3rd from 4-6 pm for ARPA funding ideas, as well as CIP projects

FOLLOW UP ACTION NEEDED: