



Settled 1752
JAMESTOWN
NORTH CAROLINA

Regular Meeting of the Town Council

May 19, 2020

6:30 pm Virtual Meeting (in accordance with social distancing restrictions due to Covid-19)**

Agenda

I. Call to Order-

- A. Pledge of Allegiance
- B. Moment of Silence
- C. Approval of Agenda

II. Consent Agenda-

- A. Approval of minutes from the April 21, 2020 Regular meeting
- B. Proclamation Public Works Week
- C. Proclamation Peace Officers Memorial Day and Police Week
- D. Proclamation Memorial Day 2020
- E. Resolution requested by Sedgfield Women's Club concerning overcrowding in schools and future development
- F. Analysis of financial position of the Town of Jamestown
- G. Analysis of the financial position of the Jamestown Park & Golf Course
- H. Budget Amendment #18
- I. Update on Sidewalk Projects
- J. Reappointment of Steve Monroe as an ETJ Member on the Planning Board

III. Public Comment

IV. Old Business

A. Public Hearings

- I. Public Hearing to consider a text amendment to the Land Development Ordinance (LDO) to add a new zoning district, "Planned Unit Development" (PUD) to Article 8 "Zoning Districts"
- II. Public Hearing to consider an amendment to the Town Code of Ordinances: Chapter 52: Operation of Water and Wastewater System

V. New Business-

- A. Discussion of 2020 Bond Referendum Request from Guilford Technical Community College (GTCC)- Dr. Anthony Clarke
- B. Consideration of increased minimum wages for Town Employees- Kenny Cole, Town Manager
- C. Presentation of Preliminary Budget & CIP FY 2020/2021- Judy Gallman, Finance Director
- D. Request to set a date for a special Town Council meeting for the purpose of adopting the 2020/2021 Budget- Judy Gallman, Finance Director
- E. Consideration of new lease agreement for the Jamestown Public Library- Kenny Cole, Town Manager

VI. Manager/Committee Reports-

- A. Manager Report
- B. Council Member Committee Reports

VII. Other Business

VIII. Adjournment

****YouTube link to watch live streaming of meeting:**

https://www.youtube.com/channel/UCmi_MH3cM_DfOvhsLO9ZC6w

Working Agenda for the May 19th Regular Town Council Meeting

Tentative Time Line	Agenda Item	Responsible Party	Action required by the Town Council
6:30 pm	I. Call to Order	Mayor Montgomery	Mayor Montgomery to call the meeting to order.
6:30 pm	A. Pledge of Allegiance	Mayor Montgomery	Mayor Montgomery to lead everyone in the Pledge of Allegiance.
6:30 pm	B. Moment of Silence	Mayor Montgomery	Mayor Montgomery to call for a moment of silence
6:30 pm	C. 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.
6:35 pm	II. Consent Agenda		
6:35 pm	A. Approval of minutes from the April 21 st meeting B. Proclamation Public Works Week C. Proclamation Peace Officers Memorial Day & Police Week D. Proclamation Memorial Day 2020 E. Resolution Sedgefield Women’s Club Overcrowding in Schools F. Analysis of financial position of the Town G. Analysis of the financial position of the Jamestown Park & GC H. Budget Amendment #18 I. Update on Sidewalk Projects J. Reappointment of Steve Monroe as an ETJ Member on the PB		Council Member makes a motion to approve the consent agenda. Council Member makes a second to the motion. Then vote.
6:40 pm	III. Public Comment		Please state your name and address and adhere to the 3 minute time limit
7:10 pm	IV. Old Business		
7:10 pm	A. Public Hearing		
7:10 pm	I. Public Hearing to consider a text amendment to the LDO to add a new zoning district PUD to Article 8 “Zoning Districts”	Call on M. Johnson	Johnson to request that Council open the public hearing and continue it to the June 16 th Regular Town Council meeting without further advertisement. Mayor Montgomery to open the public hearing Council Member makes a motion to continue the public hearing to the June 16 th Regular Town Council meeting in the Civic Center at 6:30 pm without further advertisement. Council Member makes a second to the motion. Then vote.
7:15 pm	II. Public Hearing to consider an amendment to the Town Code of Ordinances Ch. 52: Operation of Water & Wastewater System	Call on K. Cole	Cole to request that Council open the public hearing and continue it to the June 16 th Regular Town Council meeting without further advertisement. Mayor Montgomery to open the public hearing. Council Member makes a motion to continue the public hearing to the June 16 th Regular Town Council meeting in the Civic Center at 6:30 pm without further advertisement. Council Member makes a second to the motion. Then vote.
7:20 pm	V. New Business		
7:20 pm	A. Discussion of 2020 Bond Referendum request from GTCC	Call on Anthony Clarke	Clarke to discuss 2020 bond referendum request from GTCC with Council.
7:30 pm	B. Consideration of increased minimum wages for Town employees	Call on K. Cole	Cole to discuss the possibility of increasing minimum wages for Town employees with Council. Council Member makes a motion to approve/deny the new wages for Town employees. Council Member makes a second to the motion. Then vote.
7:40 pm	C. Presentation of Preliminary Budget & CIP FY 2020/2021	Call on J. Gallman	Gallman to present the Preliminary Budget & CIP for fiscal year 2020/2021 to Council.
8:00 pm	D. Request to set a date for a Special Town Council meeting for the purpose of adopting the 2020/2021 Budget	Call on J. Gallman	Gallman to request that Council set a time, date, and place for a Special Town Council meeting for the purpose of adopting the Budget and CIP for fiscal year 2020/2021.
8:05 pm	E. Consideration of new lease agreement for the Jamestown Public Library	Call on K. Cole	Cole to give Council an overview of the new lease agreement for the Jamestown Public Library.

8:10 pm	VI. Member/Committee Reports		
8:10 pm	A. Manager Report	Call on K. Cole	Cole to present his monthly Manager’s Report to Council
8:15 pm	B. Council Member Committee Reports	Mayor Montgomery	Mayor Montgomery to request that Council Members give an update on any Committees they serve on.
8:20 pm	VII. Other Business		
8:25 pm	VIII. Adjournment		Council Member makes a motion to adjourn. Council Member makes a second to the motion. Then vote.

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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 April 21, 2020 Regular Meeting

AGENDA ITEM #: II-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

Minutes from the April 21st Regular Town Council meeting.

ATTACHMENTS: Minutes from the April 21, 2020 Town Council meeting

RECOMMENDATION/ACTION NEEDED: Staff recommends approval of the minutes from the April 21st Town Council meeting

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
April 21, 2020
6:30 pm in the Council Chambers
Virtual Meeting (in accordance with social distancing restrictions due to Covid-19)
Minutes & General Account**

Council Members Physically Present: Council Member Straughn

Council Members Virtually Present via Zoom: Mayor Montgomery, Council Members Wolfe, Rayborn, & Capes

Staff Physically Present: Kenny Cole, Matthew Johnson, Katie Weiner, & Beth Koonce, Town Attorney

Staff Virtually Present via Zoom: Judy Gallman & Paul Blanchard

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 anyone would like to change, add, or delete any items on the agenda.

Cole requested to add item "II-M. Budget Amendment #17" to the Consent Agenda.

Council Member Wolfe made a motion to add Budget Amendment #17 to the consent agenda and to approve the agenda for the April 21st Town Council meeting. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

Consent Agenda- The consent agenda included the following items:

- Approval of minutes from the February 18, 2020 Regular meeting
- Approval & Sealing of the February 18, 2020 Closed Session minutes
- Approval of minutes from the March 10, 2020 Special Town Council meeting
- Proclamation Vietnam Veterans Day
- Proclamation Women's History Month
- Proclamation of Municipal Clerks Week
- Analysis of financial position of the Town of Jamestown
- Analysis of financial position of the Jamestown Park & Golf Course
- Budget Amendment #15
- Budget Amendment #16
- Update on Sidewalk Projects
- Operator Responsible in Charge (ORC) Mutual Aid Agreement
- Budget Amendment #17

Council Member Straughn thanked staff for working on the mutual aid agreement with Trinity and Archdale. He said that he thought it was really important.

Council Member Wolfe made a motion to approve the consent agenda. Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

(Proclamation Vietnam Veterans Day, Women's History Month, Proclamation Municipal Clerks Week, Budget Amendment #15, Budget Amendment #16, & Budget Amendment #17)

Public Comment- Weiner read the public comments that had been submitted to her prior to the meeting. The public comments were as follows:

- Glen Alspaugh, 103 Brantmere Court- I would like to express some concerns regarding the Town Council's decision to close Jamestown Park's Golf Course. I have been playing golf all over Guilford, Forsyth, and Myrtle Beach, S.C. I know of no courses closed, with the exception of Grandover and I understand that decision since the hotel is closed. The current number of cases of this current virus in Guilford County is 172, which represents 0.032% of the county population. There have been, tragically, 13 deaths, which represents 0.002% of the county population. Your chances of getting killed in an auto accident are 1000 times greater than the chances of dying from the virus. All of the golf courses I have been playing at have instituted new guidelines to address this infection. They are one person to a cart, wiping down carts after each use, one person in the clubhouse while staying 6 feet from customers, credit card swipes without handling money, closed grills and dining areas or takeout only, leaving the pins in the cups with spacers so that the ball does not go to the bottom of the cup, and no rakes in the traps. I have heard that the staff was concerned about contracting this virus. Employees doing golf course maintenance and golf cart movement really do not have contact with players, with the exception of the one person accepting payment 6 feet from customers. I don't understand this major concern. Masks and gloves could even be utilized. With basically every other tax generating business in Jamestown closed, and all the other courses open, this seems to be a knee-jerk reaction that is most likely not really protecting anyone and will ultimately result in a loss of revenue.
- Ellen Wolf, 100 Violet Lane- My name is Ellen Wolfe and I live on 100 Violet Lane in the Cedarwood subdivision which makes me an ETJ resident. I have lived at this address since 1992. I used to live in Forestdale North back in the 70's and 80's. Jamestown is my home and I have seen it grow at a slow and steady pace. I love how the downtown area has developed and I love the sidewalk, Wrenn Park and more, and I enjoy the historical character of Jamestown. The Castleton Village proposal does not fit the Jamestown as I have known and loved it over the decades. I particularly oppose the commercial component and the high population density of the proposed project on the Johnson Farm property. Jamestown's population is about 4,000. Adding 2,000 would change the character of Jamestown forever. There are not enough schools to accommodate this increase. It would add traffic and place a lot of stress on garbage collection, fire stations, town government, and churches. Castleton Village in its present form would also remove the historic Armstrong House which I'd hate to see. I also think that the Johnson Farm development plan should go hand in hand with the Planning Committee's vision for Jamestown. Currently the planning seems to go in different directions as to their visions for the future. I strongly oppose the PUD, not only because of the Castleton Village proposal, but also for what it would do to the Mary Ragsdale property on 415 Main Street that Dr. Davis has put up for sale.
- Katie Gumerson, 4648 Jamesford Drive- Firstly, thank you for having this meeting available electronically so we can attend. Safety and health are certainly the most important right now. In March, there were many questions posed to Council regarding the possible LDO amendment.

We asked that when Council comes back after studying all these issues, the definitive answers to all the questions are answered before moving forward with a vote. I would like to know the progress gained on these issues and to understand both how and when we will be informed the answers to the questions. Will some type of public meeting be held? On the townspeople side, several of us have also been independently researching towns or cities facing a similar future, and the results of this digging has been telling. We are preparing this research and we are hopeful it will help Council gain insight; however, we have been unable to find any PUD anywhere near 450 acres. Again, we are eager to hear about what your findings are. I would like to also ask if the results of the survey that was launched at the March 10th meeting will be presented publicly? If so, how? Will the results of this second Comprehensive Plan survey also be released?

- Susan Myers, 314 Pearce Drive- I am trying to understand this PUD zoning to the full extent and how it will impact our town. I appreciate your patience and repetitive answers to help citizens understand. Can you please help confirm/clarify/correct and answer the following: As it was stated at the latest council meeting, how can people be for or against something (the PUD) if it is not defined until after it is zoned? It is my understanding that it is supposed to give people more opportunity for input for what they want to see, but ultimately only if the developers is willing. The "law" for the PUD would be what they plan to put on each area zoned for the designated use, but the details of such are at the discretion of the developer. Can you please confirm this as an accurate interpretation? A few other questions would be if there is a minimum for a PUD (seems to be the only part already defining such), why is there not a maximum? Can there be? How many communities similar in size as Jamestown has zoned a 400-500 acre area as PUD? If any, have they been successful? As also asked at the meeting, what is the acreage of the few other residential PUDs already approved and built in Jamestown? It seems if using those as a reference that it would be like comparing building a shed versus a college campus. I do have a few other questions I would like clarified, and explained to all trying to understand so the translation is not skewed, but these seem to be the priority at this point. One of the other questions/concerns seems the entire PUD being discussed/voted did not come about on the Council agenda until the inquiry for a PUD came from Diamond Back in November. It is my understanding since that point there were 2 Council meetings with intentions of voting on the issue in January. It seems once the residents were made aware, many of the concerns/inquiries expressed to the Council since February were not researched/taken into consideration during those 2 meetings. I hope the Council recognizes the significance and importance this is on the citizens and takes proper steps to provide quality answers and sound decisions before voting.
- Beth Hammer, 2120 Guilford College Road- I understand that we are in unprecedented times and we have to adapt, which is why there is a Town Council meeting on YouTube now. I believe some things can be resolved in this platform and some not. City of Greensboro had theirs last week on their TV channel, but when I read their agenda I did not see any hot topic items. It was mostly funding things. I know there are things on our agenda that can easily be settled in this format, however I believe the PUD vote is not one of them. I would like you to consider abstaining from any voting regarding PUD until we get back to a time when everyone can be present that wishes to be. This is something so big that it will change our Town forever, and I believe making these decisions when sitting behind a camera in an empty room is not the best option for our Town. There is something to be said about a room full of people on both sides of the issue. At the March 10th meeting, there were only 12 of us that had signed up ahead to

speech, but there were so many more that got up when given the opportunity. Most did speak against the PUD for various reasons. The new Council platform does not give the opportunity for those who do not use technology to voice their concerns or even attend the meeting.

Attendance of this meeting is also only known by the number of viewers and they can be anywhere in the world. At the March 10th meeting, something came up that peaked my interest. It was said that up to 2008 there was a PUD zoning in our LDO and somehow during the rewrite of that, it was left out. Mr. Johnson presented in his slides that there are already a few neighborhoods that are technically PUD neighborhoods. He specifically pointed out Jordan Creek. If I am right, Jordan Creek was built after 2008. How can that one be considered a PUD? This shows that we can build neighborhoods at the discretion of the Town without changing our current zoning rules. This will still allow a developer to develop within Jamestown and they can present their plan to the Planning Board. I also want to bring up other developments in the area. The 22 acres on Mackey Road is under due diligence, a huge parcel on Gate City Boulevard between Adams Farm and Guilford College Road sold pre-auction. I do not know what they will be building on these parcels, but I can tell you that it will be saturated based on the town that they are located within.

Cole stated that the three minute time limit had expired.

- Robert Frederick, 706 Ragsdale Road- Council and Mayor, I hope this message finds you and yours safe and in good health. I would like to tell you a short, personal story. I am woken up in the middle of the night by the sound of a train horn. I do not find it comforting. I find it disturbing. I find it disturbing because it literally disturbs my sleep. This happens several times a night. This time of year, sometimes the train horn also wakes up the birds. They start to sing. After about 20 minutes, they stop singing and go back to sleep, too. That is, until the next train comes along. That is the end of my story. But mine is not the only story about people losing sleep here in Jamestown. There are hundreds of us who are disturbed by the train horn every night. Of course, there are other communities in North Carolina and across our country that also have trains passing through at night. Turns out, so far, over 800 of them have silenced the train horn. Why doesn't Jamestown? There's a federal law to do so. That law establishes what are called "quiet zones." Here in North Carolina, there are "quiet zones" in Asheville, Apex, New Bern, Rocky Mount, Salisbury, Kannapolis, and Fayetteville is working on it, too. And one of the reasons these communities have silenced the train horn is so their residents can sleep at night. Now, I know you all want to be careful in how staff spends its time and taxpayer money. It turns out, establishing "quiet zones" doesn't take much of either. And it's still safe. That's because even in a "quiet zone" a train operator will sound the horn if there's reason to, such as when someone is on the tracks. Look, there are lots of things in this world that people "lose sleep over." We can get rid of this one. It wouldn't just help me with my sleep. It will help hundreds of us here in Jamestown. Please, Council, help us sleep better at night. Please start the process to create "quiet zones" at the railroad crossings at Dillon and Oakdale Roads.
- Patric Bradley, 103 O'Neil Court- With the apparent sale of more land in Jamestown, isn't it more important to have PUD in place to make certain that the Town growth is managed properly?

Old Business-

- Public Hearing to consider a text amendment to the Land Development Ordinance (LDO) to add a new zoning district, "Planned Unit Development" (PUD) to Article 8 "Zoning Districts"- Johnson

requested that Council continue the public hearing to the May 19th Regular Town Council meeting without further advertisement.

Council Member Straughn made a motion to continue the public hearing to the May 19th Town Council meeting in the Civic Center at 6:30 pm without further advertisement. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

New Business-

- Request to set a public hearing date to consider an amendment to the Town Code of Ordinances: Chapter 52: Operation of Water and Wastewater System- Cole stated that in order to comply with Executive Order 124 issued by the State of North Carolina that Towns were encouraged to modify their water and sewer ordinance to include a section for "States of Emergency." He added that that the section would give the Town Manager the authority to suspend, modify, or otherwise alter the ordinance in regard to collections, billing, and continuation of services. He requested that Council set a public hearing date for the consideration of the amendment for the May 19th Regular Town Council meeting in the Civic Center at 6:30 pm.

Council Member Straughn made a motion to set a public hearing date for an amendment to the Town Code of Ordinances: Chapter 52: Operation of Water and Wastewater system for the May 19th Town Council meeting in the Civic Center at 6:30 pm. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

- Request to set a public hearing date for the 2020/2021 Budget and CIP- Cole requested to set a public hearing date for the 2020/2021 Budget and CIP for the June 16th Regular Town Council meeting.

Council Member Wolfe made a motion to set the public hearing for the 2020/2021 Budget and CIP for the June 16th Regular Town Council meeting in the Civic Center at 6:30 pm. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

- Consideration of waiving daily deposits less than \$500 during a State of Emergency- Cole requested that Council waive the policy requirement of a daily deposit if the amount collected is less than \$500. He noted that staff typically made a daily deposit, but if this change was implemented that the money would be kept at Town Hall until the next day. He requested that Council authorize the change.

Council Member Straughn asked Cole if the policy change would only apply during a State of Emergency. Cole stated that it would only apply at that time.

Council Member Straughn made a motion to approve the waiving of daily deposits less than \$500 during a State of Emergency. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

Manager/Committee Reports-

- Manager Report- Cole presented his monthly manager report to Council. He noted that he had attempted to contact the owner of the Oakdale Cotton Mill that week, but he had not heard back from him.

Blanchard gave Council a brief update on the East Main Street and East Fork Sidewalk Projects.

Cole said that the Oakdale Sidewalk Project and the recreation maintenance facility building had been put on hold. He also updated Council on the progress of the "Welcome to Jamestown" sign at Flowers Bakery.

- Council Member Committee Reports-

- Council Member Wolfe stated that the March TAC meeting had been canceled. She said that NCDOT had placed all new projects on hold. She added that the Complete Count Committee had not met since March. However, she noted that the deadline for the completion of the census had been extended. She also stated that the Comprehensive Plan Steering Committee met via zoom on April 20th. She encouraged citizens to take the survey that had been created by Benchmark regarding the update to the Comp Plan.

Public Comment- There were no other comments to be read.

Other Business- Council Member Wolfe stated that Allen Johnson had recently passed away. She said that he was eighty-six years old and very active in the community. She requested that the Town Council prepare a resolution in his honor. She also asked staff to research the cost of installing a plaque on the Memorial Wall at the Jamestown Library in honor of Allen Johnson.

The Mayor and Council agreed to move forward with the preparation of a resolution and the research on the price of the plaque in honor of Allen Johnson.

Cole thanked Matthew Johnson and Sharen Apple for setting up the virtual meeting.

Council Member Rayborn stated that there had been some discussion about raising the minimum wage for Town employees to \$15 an hour. She said that she would be in favor of increasing the minimum wage for employees that were not already paid \$15 an hour before any Cost of Living Adjustment (COLA) or merit raises were given in the upcoming budget year.

Council Member Wolfe and Council Member Capes were also in favor of increasing the minimum wage. Council Member Straughn said that he saw some problems with equity in increasing the wage unless it was done across the board. He added that he was in support of raising the wage, but he thought that it may be unfair to other employees.

Council directed Cole and Gallman to research the issue and report back to Council.

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

The meeting ended at 7:08 pm.

Mayor

Town Clerk

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

Town Attorney
Beth Koonce



Council Members
Georgia Nixon, Mayor Pro Tem
Martha Stafford Wolfe
Rebecca Mann Rayborn
John Capes

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Proclamation recognizing Public Works Week

AGENDA ITEM #: II-B



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

Public Works Week is May 17th-23rd. It celebrates and recognizes the many contributions made by public works employees to society. The theme this year is "The Rhythm of Public Works." This year's theme challenges citizens to think about their communities as a symphony of essential services, working in concert to create a great place to live.

ATTACHMENTS: Proclamation recognizing Public Works Week

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A



Settled 1752
JAMESTOWN
NORTH CAROLINA

PROCLAMATION
National Public Works Week

WHEREAS, public works services provided in our community are an integral part of citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewer, streets, highways, public buildings, and solid waste collection; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials and personnel; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, LYNN MONTGOMERY, Mayor of the Town of Jamestown, do hereby proclaim the week of May 17th-23rd, 2020 as "**NATIONAL PUBLIC WORKS WEEK**" in the Town of Jamestown.

AND urge all citizens to acquaint themselves with the issues involved in providing our public works and to recognize the contribution which the public works professionals make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have herunto set my hand and affixed the Great Seal of the Town of Jamestown this the 19th day of May, 2020.

Mayor S. Lynn Montgomery

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

Town Attorney
Beth Koonce



Council Members
Georgia Nixon, Mayor Pro Tem
Martha Stafford Wolfe
Rebecca Mann Rayborn
John Capes

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Proclamation Peace Officers Memorial Day & Police Week

AGENDA ITEM #: II-C



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

Proclamation observing the week of May 10th - May 16th as Police Week and May 15th as Peace Officers Memorial Day.

ATTACHMENTS: Proclamation observing Peace Officers Memorial Day and Police Week

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 consent agenda.

FOLLOW UP ACTION NEEDED: N/A



Settled 1752
JAMESTOWN
NORTH CAROLINA

PROCLAMATION
PEACE OFFICERS MEMORIAL DAY AND POLICE WEEK

WHEREAS, the Congress and the President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it fall as Police Week;

WHEREAS, the members of the Guilford County Sheriff's Department play an essential role in safeguarding the rights and freedoms of the citizens of the Town of Jamestown;

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation;

WHEREAS, the Guilford County Sheriff's Department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital service; and

NOW, THEREFORE, I, Lynn Montgomery, Mayor of the Town of Jamestown call upon all citizens of the Town of Jamestown and upon all patriotic, civil, and educational organizations to observe the week of May 10th through May 16th, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of the Town of Jamestown to observe May 15th, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

Adopted this the 19th day of May, 2020.

Mayor S. Lynn Montgomery

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

Town Attorney
Beth Koonce



Council Members
Georgia Nixon, Mayor Pro Tem
Martha Stafford Wolfe
Rebecca Mann Rayborn
John Capes

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Proclamation observing Memorial Day

AGENDA ITEM #: II-D



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

Proclamation declaring May 25th as Memorial Day in the Town of Jamestown and recognizing the brave men and women that fought and died defending the United States of America.

ATTACHMENTS: Proclamation observing Memorial Day

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



Settled 1752
JAMESTOWN
NORTH CAROLINA

**PROCLAMATION
IN OBSERVANCE OF MEMORIAL DAY
MAY 2020**

WHEREAS, since the founding of our nation, America's sons and daughters have given their lives in service to our country to defend our freedom and uphold our values;

WHEREAS, on Memorial Day, we pay tribute to those who have made the ultimate sacrifice to defend the United States and the principles upon which America was founded;

WHEREAS, Memorial Day represents one day of national awareness and reverence, honoring those Americans who died while defending our nation and our freedom. We mourn with the families and friends of those we have lost, and hope they find comfort in knowing their loved ones died with valor;

WHEREAS, it is our solemn duty as American citizens to remember and honor the brave men and women who have made the supreme sacrifice for the cause of freedom and the security of our Nation;

WHEREAS, the noble sacrifices of these service men and women will not be forgotten. Every life is a loss to loved ones, to our military and to our nation. Americans stand with families who grieve, and we share in their great sorrow and great pride; and

NOW, THEREFORE, I, Lynn Montgomery, Mayor of the Town of Jamestown, do hereby proclaim Monday, May 25, 2020 as Memorial Day in the Town of Jamestown and urge all citizens of the Town of Jamestown to pause on this special day of remembrance and honor all our fallen soldiers, their commitment to our country, and their legacy of patriotism, valor, and sacrifice. By giving their lives in the cause of freedom in this great country, the United States of America, these heroes protected and inspired all Americans.

Adopted this the 19th day of May, 2020.

Mayor S. Lynn Montgomery
Town of Jamestown

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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: Resolution Overcrowding in Schools & Future Development

AGENDA ITEM #: II-E



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

The Sedgefield Women's Club requested that the Town Council consider the approval of a resolution concerning overcrowding in schools and future development. The Sedgefield Women's Club is an organization of over 100 women working to make a positive difference in our community. Their efforts focus on civic responsibility as well as improving the education, health, welfare, and cultural life of their fellow citizens. The resolution is attached.

ATTACHMENTS: Resolution requested by Sedgefield Women's Club concerning Overcrowding in Schools and Future Development

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:



Settled 1752
JAMESTOWN
NORTH CAROLINA

RESOLUTION ON SCHOOL OVERCROWDING AND FUTURE DEVELOPMENT

WHEREAS, Access to quality education is a right of all children; and

WHEREAS, The Guilford County Board of Education is responsible for educating students to reach their fullest potential in order to be functioning members of society and should, in cooperation with the community, be accountable for providing the climate in which this can be achieved; and

WHEREAS, The Guilford County Board of Education is responsible for building, maintaining, and planning for the infrastructure that includes the schools to meet the education needs of students. This responsibility includes planning to reduce overcrowding and providing a climate for learning; and

WHEREAS, Ragsdale High School and the related feeder schools have seen an increase in high-density residential construction in recent months with two (Grandover and Retreat at Sedgefield) apartment complexes breaking ground consisting of 460+ new households, in addition to existing projects currently under construction for 70+ new households; and

WHEREAS, There are potential projects in the due diligence phase that will require rezoning, a project in Greensboro at the Sedgefield Showgrounds for a 220 apartment complex and a project in Jamestown on the Johnson Farm property (approximately 467 acres) for PUD development of 1,700 new households; and

WHEREAS, There are 115 acres at the Pilot at Sedgefield, a mixed use development, advertised for sale, and the Oakdale Cotton Mill property (approximately 83 acres) has development potential in the future; and

WHEREAS, The four elementary schools are overcrowded (Millis Road at 147%, Jamestown at 103%, Union Hill at 100%, and Pilot at 92%) and all of these schools except Millis are currently Title I schools; and

WHEREAS, Jamestown Middle is at 96% capacity and is a Title I school; and

WHEREAS, The Guilford County Schools Facility Plan for 2022 states that "Area enrollment is projected to remain flat over the next 5-10 years" for the Ragsdale district, and the only construction planned is to rebuild Millis Road for a 600-student capacity when it is already at 529 capacity; and

WHEREAS, the development in the Ragsdale district is under the control of 4 different jurisdictions (Jamestown, High Point, Greensboro, and Guilford County) for zoning and permitting;

NOW, THEREFORE, I, Mayor Lynn Montgomery, by virtue of the authority vested in me as Mayor of the Town of Jamestown, and on behalf of the entire Town Council, do hereby support local education goals and encourage a re-evaluation of the facility needs in the Ragsdale School district to address the current overcrowding and future overcrowding so that these schools do not continue to be overutilized due to the new and continued development in the area; and

Adopted this 19th day of May, 2020.

Mayor S. Lynn Montgomery

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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 as of April 30, 2020

AGENDA ITEM #: II-F



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

Attached 3-page summary details the cash and debt balances of the Town as of April 30, 2020, as well as revenues and expenditures of each annual fund. Percentage of budget expended is shown for both revenues and expenditures. Capital project fund project-to-date amounts are also presented. (The revenues, expenditures, and budgets for these capital project funds are shown for the life of the projects).

The detail budget to actual report is also attached for April 2020 (revenues and expenditures for each annually-budgeted fund).

Some items to note:

Payments were made on the PARTF strategic plan and the Stormwater utility project.

E. Main Street and E. Fork sidewalk construction is still underway. Payments were made on construction administration on both projects. Payments on the E Main and E Fork sidewalk projects were made to the contractor. Reimbursement has been requested from Dept of Transportation.

ATTACHMENTS: 3 Page Summary & Detail to Actual Report for April 2020

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

**Town of Jamestown
Financial Summary Report
Cash Balances
as of April 30, 2020**

Petty Cash	\$ 1,350
Operating Cash	2,935,702
Certificates of Deposit	3,018,620
Money Market Accounts - operating	510,243
North Carolina Capital Management Trust	9,308,139
	<u>\$ 15,774,054</u>

Reservations of cash:

Cash reserved for Randleman Reservoir	\$ 776,484
Cash reserved by Powell Bill for street improvements	263,669
General Capital Reserve Fund	125,879
East Fork Sidewalk Capital Project	27,796
Lydia Multi-use Greenway Capital Project	46,936
Oakdale Sidewalk Phase III	103,334
Water Sewer Capital Reserve Fund	1,494,341
	<u>\$ 2,838,439</u>

Cash by Fund:

General	\$ 4,547,723
General Capital Reserve Fund	125,879
East Fork Sidewalk Capital Project	27,796
Lydia Multi-use Greenway Capital Project	46,936
Oakdale Sidewalk Phase III	103,334
Water/Sewer	8,651,561
Randleman Reservoir	776,484
Water/Sewer Capital Reserve Fund	1,494,341
	<u>\$ 15,774,054</u>

Cash by Bank:

NCCMT	\$ 9,308,139
Pinnacle Bank	4,935,701
First Bank	1,528,864
	<u>\$ 15,772,704</u>

**Town of Jamestown
Financial Summary Report
Debt Balances
as of April 30, 2020**

Installment Purchase Debt:	Balance at 4/30/2020	Final Payment Date	Final Payment Fiscal Year
GENERAL FUND:			
Sanitation truck, financed in 2017	\$ 112,052	12/1/2023	2023/2024
Leaf truck, financed in 2017	114,549	12/1/2023	2023/2024
Golf Clubhouse Renovation	<u>516,679</u>	11/3/2027	2027/2028
	<u>\$ 743,280</u>		
WATER & SEWER FUND:			
Water & Sewer Maintenance Facility Construction	<u>\$ 387,484</u>	11/3/2027	2027/2028

Town of Jamestown
Financial Summary Report
Total Revenues & Expenditures by Fund
as of April 30, 2020

	<u>General Fund (#10)</u>	<u>General Capital Reserve Fund (#11)</u>	<u>Water/Sewer Fund (#30)</u>	<u>Randleman Reservoir Fund (#60)</u>	<u>Water/Sewer Capital Reserve Fund (#61)</u>
Current Year Revenues (and transfers)	3,957,985	98,903	3,352,138	38,539	395,214
% of budget received	68%	102%	74%	31%	98%
% of budget, excluding appropriated fund balance, received	78%	102%	82%	94%	98%
Expenditures (and transfers)	3,705,025	59,980	2,557,340	61,119	-
% of budget expended	64%	62%	57%	50%	0%
	<u>Fund (#16)</u>	<u>Fund (#17)</u>	<u>Fund (#18)</u>		
	<u>East Fork Capital Project</u>	<u>Lydia (E Main) Capital Project</u>	<u>Oakdale Ph III Capital Project</u>		
Life to Date Revenues & Other Financing Sources	232,994	287,563	193,623		
% of budget received	13%	16%	29%		
Life to Date Expenditures	232,204	289,073	84,081		
% of budget expended	13%	15%	12%		

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TOWN OF JAMESTOWN, NC
Statement of Revenue Budget vs Actuals
For the Accounting Period: 4 / 20

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10 GENERAL FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
3000					
3100 AD VALOREM TAXES	4,587.31	2,090,789.30	2,004,000.00	-86,789.30	104 %
3101 Interest on Ad Valorem Taxes	245.17	2,051.05	3,000.00	948.95	68 %
3102 Tax and Tag revenue	16,427.41	138,161.36	193,000.00	54,838.64	72 %
3103 Interest on Tax and Tag Revenues	252.00	1,192.71	1,250.00	57.29	95 %
3230 SALES AND USE TAX	55,716.08	426,881.70	650,000.00	223,118.30	66 %
3250 Solid Waste Disposal Tax	0.00	2,481.90	2,500.00	18.10	99 %
3256 ELECTRICITY SALES TAX	0.00	113,764.62	200,000.00	86,235.38	57 %
3257 TELECOMMUNICATIONS SALES TAX	0.00	18,103.84	45,000.00	26,896.16	40 %
3258 PIPED NATURAL GAS SALES TAX	0.00	5,263.85	16,000.00	10,736.15	33 %
3261 VIDEO PROGRAMMING TAX	0.00	21,527.10	40,000.00	18,472.90	54 %
3310 FEDERAL GRANTS	0.00	0.00	138,000.00	138,000.00	0 %
3312 GRANTS FROM GUILFORD COUNTY	0.00	49,981.00	55,500.00	5,519.00	90 %
3313 Local Grants	0.00	0.00	10,000.00	10,000.00	0 %
3316 POWELL BILL	0.00	110,893.59	108,000.00	-2,893.59	103 %
3322 ALCOHOLIC BEVERAGES TAX	0.00	0.00	18,000.00	18,000.00	0 %
3325 ABC DISTRIBUTION	0.00	37,500.00	50,000.00	12,500.00	75 %
3341 Telecommunications Planning Fees	7,500.00	7,500.00	7,500.00	0.00	100 %
3343 REVIEW FEES	200.00	4,596.00	7,500.00	2,904.00	61 %
3344 CODE ENFORCEMENT FEES	0.00	0.00	100.00	100.00	0 %
3345 INSPECTION AND PERMIT FEES	0.00	135.00	200.00	65.00	68 %
3346 CELL TOWER RENTAL FEES	4,085.73	71,115.57	80,000.00	8,884.43	89 %
3348 REFUSE COLLECTION FEES	13,750.00	136,560.00	168,000.00	31,440.00	81 %
3600 GREEN FEES	0.00	291,113.67	472,000.00	180,886.33	62 %
3610 MECHANICAL CART RENTALS	0.00	147,000.00	248,000.00	101,000.00	59 %
3620 PULL CART RENTALS	0.00	166.00	300.00	134.00	55 %
3650 DRIVING RANGE	0.00	26,524.00	45,800.00	19,276.00	58 %
3660 GOLF SHOP CONCESSIONS SALES	89.74	55,428.68	82,000.00	26,571.32	68 %
3661 Golf Shop Grill Catering Revenues	0.00	0.00	2,000.00	2,000.00	0 %
3665 Golf Special Orders - Sales	0.00	3,336.73	5,000.00	1,663.27	67 %
3675 Golf Clubhouse Rental Fees	-150.00	8,085.00	11,600.00	3,515.00	70 %
3831 INVESTMENT EARNINGS	3,051.33	63,764.83	75,000.00	11,235.17	85 %
3833 CONTRIBUTIONS AND DONATIONS	0.00	2,050.00	0.00	-2,050.00	** %
3834 CIVIC CENTER RENTAL FEES	-225.00	695.00	1,000.00	305.00	70 %
3835 SALES OF FIXED ASSETS	0.00	123.00	0.00	-123.00	** %
3836 SALES - PRO SHOP GOLF INVENTORY	80.00	28,230.15	46,000.00	17,769.85	61 %
3837 SHELTER RENTALS	0.00	2,400.00	3,000.00	600.00	80 %
3838 Building lease revenue	0.00	4,101.00	4,120.00	19.00	100 %
3839 MISCELLANEOUS REVENUES	0.16	755.08	500.00	-255.08	151 %
3840 Rental Golf Sets	0.00	1,520.00	1,200.00	-320.00	127 %
3841 Ball Field Rentals	0.00	5,847.95	7,200.00	1,352.05	81 %
3910 Insurance Recoveries	0.00	18,365.68	17,478.18	-887.50	105 %
3920 Issuance of installment purchase financing	0.00	0.00	145,680.00	145,680.00	0 %
3983 TRANSFER FROM GENERAL CAPITAL RESERVE FUND	0.00	59,979.52	80,000.00	20,020.48	75 %
3991 FUND BALANCE APPROPRIATED	0.00	0.00	755,768.50	755,768.50	0 %
Account Group Total:	105,609.93	3,957,984.88	5,801,196.68	1,843,211.80	68 %
Fund Total:	105,609.93	3,957,984.88	5,801,196.68	1,843,211.80	68 %

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TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 4 / 20

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
4100	GOVERNING BODY EXPENDITURES						
1019	PROFESSIONAL SERVICES	15,338.90	43,405.05	12,661.10	56,066.15	78,000.00	21,933.85
2100	DEPARTMENT SUPPLIES	0.00	1,594.53	0.00	1,594.53	1,600.00	5.47
2200	FOOD AND PROVISIONS	0.00	1,099.23	0.00	1,099.23	1,200.00	100.77
2600	OFFICE SUPPLIES	0.00	80.98	0.00	80.98	200.00	119.02
2900	ASSETS NOT CAPITALIZED	698.16	698.16	0.00	698.16	700.00	1.84
3100	TRAVEL	0.00	0.00	0.00	0.00	600.00	600.00
3150	CONFERENCE FEES AND SCHOOLS	-225.00	1,345.00	0.00	1,345.00	1,570.00	225.00
3200	COMMUNICATIONS	0.00	240.00	0.00	240.00	240.50	0.50
3700	ADVERTISING	0.00	166.50	0.00	166.50	500.00	333.50
3800	DATA PROCESSING SERVICES	48.05	619.35	176.85	796.20	800.00	3.80
3950	DUES AND SUBSCRIPTIONS	0.00	1,956.00	0.00	1,956.00	2,400.00	444.00
3955	Permit Fees	0.00	800.00	0.00	800.00	800.00	0.00
3970	ELECTIONS	0.00	0.00	0.00	0.00	5,000.00	5,000.00
3980	MISCELLANEOUS EXPENSE	0.00	102.98	0.00	102.98	109.00	6.02
4300	EQUIPMENT RENTAL	290.00	290.00	0.00	290.00	600.00	310.00
4912	Sheriff off-duty for non-profit	0.00	742.08	0.00	742.08	2,126.50	1,384.42
4990	OTHER CONTRACTED SERVICES	0.00	800.00	0.00	800.00	800.00	0.00
6900	Non-profit Grants	0.00	0.00	0.00	0.00	0.00	0.00
6910	LIBRARY GRANT	0.00	111,981.00	0.00	111,981.00	117,500.00	5,519.00
6920	HISTORIC JAMESTOWN GRANT	0.00	0.00	0.00	0.00	10,500.00	10,500.00
6930	YMCA GRANT	0.00	20,254.00	0.00	20,254.00	20,254.00	0.00
6945	JYL Grant	0.00	0.00	0.00	0.00	5,000.00	5,000.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	2,000.00	2,000.00
	Account Total:	16,150.11	186,174.86	12,837.95	199,012.81	252,500.00	53,487.19
4200	ADMINISTRATION EXPENDITURES						
1000	SALARIES AND WAGES	19,594.00	204,379.00	0.00	204,379.00	256,500.00	52,121.00
1003	LONGEVITY PAY	0.00	3,938.00	0.00	3,938.00	4,000.00	62.00
1009	FICA EXPENSE	1,418.96	15,216.19	0.00	15,216.19	20,000.00	4,783.81
1010	RETIREMENT EXPENSE	1,720.36	18,408.87	0.00	18,408.87	23,200.00	4,791.13
1011	HEALTH INSURANCE EXPENSE	2,088.99	20,889.82	0.00	20,889.82	25,200.00	4,310.18
1012	FLEX ADMINISTRATION FEES	12.00	205.56	0.00	205.56	200.00	-5.56
1013	RETIREE HEALTH INSURANCE EXPENSE	777.62	6,259.83	0.00	6,259.83	10,800.00	4,540.17
1014	WORKER'S COMPENSATION	0.00	618.30	0.00	618.30	900.00	281.70
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	250.00	250.00
1016	Wellness Program Expenditures	36.00	360.00	0.00	360.00	500.00	140.00
1017	401K EXPENSE	840.54	8,825.67	0.00	8,825.67	11,300.00	2,474.33
1019	PROFESSIONAL SERVICES	0.00	11,100.00	0.00	11,100.00	11,100.00	0.00
2100	DEPARTMENT SUPPLIES	0.00	782.01	0.00	782.01	1,700.00	917.99
2200	FOOD AND PROVISIONS	0.00	399.82	0.00	399.82	750.00	350.18
2600	OFFICE SUPPLIES	41.33	548.62	0.00	548.62	2,500.00	1,951.38
2900	ASSETS NOT CAPITALIZED	0.00	2,925.35	500.00	3,425.35	3,500.00	74.65
3100	TRAVEL	0.00	1,612.42	0.00	1,612.42	4,000.00	2,387.58
3150	CONFERENCE FEES AND SCHOOLS	0.00	3,375.00	0.00	3,375.00	8,000.00	4,625.00
3200	COMMUNICATIONS	417.98	5,061.87	1,257.21	6,319.08	8,760.00	2,440.92
3400	PRINTING	69.50	233.50	0.00	233.50	500.00	266.50
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	300.00	300.00
3800	DATA PROCESSING SERVICES	787.70	7,724.10	7,253.94	14,978.04	15,000.00	21.96
3950	DUES AND SUBSCRIPTIONS	-180.00	7,167.61	0.00	7,167.61	9,000.00	1,832.39

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TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
For the Accounting Period: 4 / 20

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
3960	BANK AND MERCHANT FEES	0.00	900.96	0.00	900.96	1,000.00	99.04
3980	MISCELLANEOUS EXPENSE	0.00	357.57	0.00	357.57	500.00	142.43
4300	EQUIPMENT RENTAL	249.14	2,085.01	390.72	2,475.73	3,000.00	524.27
4400	SERVICE & MAINTENANCE CONTRACTS	0.00	8,510.93	308.59	8,819.52	11,000.00	2,180.48
4500	INSURANCE AND BONDING	750.00	750.00	0.00	750.00	1,000.00	250.00
4990	OTHER CONTRACTED SERVICES	859.73	21,100.06	151.40	21,251.46	26,000.00	4,748.54
6820	First Bank Credit Card Encumbrance	0.00	0.00	3,000.00	3,000.00	3,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	2,000.00	2,000.00
Account Total:		29,483.85	353,736.07	12,861.86	366,597.93	465,460.00	98,862.07
4900	PLANNING DEPARTMENT EXPENDITURES						
1000	SALARIES AND WAGES	6,918.00	72,572.50	0.00	72,572.50	90,000.00	17,427.50
1003	LONGEVITY PAY	0.00	2,248.00	0.00	2,248.00	2,250.00	2.00
1009	FICA EXPENSE	475.68	5,194.15	0.00	5,194.15	7,000.00	1,805.85
1010	RETIREMENT EXPENSE	623.32	6,741.40	0.00	6,741.40	8,500.00	1,758.60
1011	HEALTH INSURANCE EXPENSE	696.33	6,963.30	0.00	6,963.30	8,400.00	1,436.70
1012	FLEX ADMINISTRATION FEES	6.00	102.78	7.22	110.00	110.00	0.00
1014	WORKER'S COMPENSATION	0.00	123.66	0.00	123.66	200.00	76.34
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	200.00	200.00
1016	Wellness Program Expenditures	12.00	120.00	0.00	120.00	144.00	24.00
1017	401K EXPENSE	311.28	3,268.44	0.00	3,268.44	4,100.00	831.56
2100	DEPARTMENT SUPPLIES	0.00	413.28	0.00	413.28	750.00	336.72
2200	FOOD AND PROVISIONS	0.00	215.43	0.00	215.43	750.00	534.57
2500	VEHICLE SUPPLIES	0.00	49.00	0.00	49.00	300.00	251.00
2520	FUELS - GAS & OIL	0.00	235.14	0.00	235.14	500.00	264.86
2600	OFFICE SUPPLIES	481.40	531.28	0.00	531.28	1,000.00	468.72
2900	ASSETS NOT CAPITALIZED	0.00	1,499.50	0.00	1,499.50	1,500.00	0.50
3100	TRAVEL	0.00	735.88	0.00	735.88	2,000.00	1,264.12
3150	CONFERENCE FEES AND SCHOOLS	-56.25	1,638.75	0.00	1,638.75	2,500.00	861.25
3200	COMMUNICATIONS	140.00	1,606.93	419.06	2,025.99	2,600.00	574.01
3400	PRINTING	291.00	291.00	0.00	291.00	1,000.00	709.00
3500	REPAIRS AND MAINTENANCE	0.00	145.00	0.00	145.00	250.00	105.00
3700	ADVERTISING	0.00	728.25	0.00	728.25	3,000.00	2,271.75
3800	DATA PROCESSING SERVICES	280.73	2,752.89	747.11	3,500.00	3,500.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	0.00	200.00	200.00	200.00	0.00
3950	DUES AND SUBSCRIPTIONS	0.00	1,838.00	104.00	1,942.00	2,000.00	58.00
3980	MISCELLANEOUS EXPENSE	0.00	19.50	0.00	19.50	356.00	336.50
4400	SERVICE & MAINTENANCE CONTRACTS	0.00	0.00	0.00	0.00	400.00	400.00
4500	INSURANCE AND BONDING	0.00	239.48	0.00	239.48	300.00	60.52
4990	OTHER CONTRACTED SERVICES	129.66	33,595.92	44,992.61	78,588.53	78,500.00	-88.53
4991	Telecommunications Contracted	7,500.00	7,500.00	0.00	7,500.00	7,500.00	0.00
4995	ENGINEERING FEES NOT CAPITALIZED	0.00	0.00	0.00	0.00	500.00	500.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
Account Total:		17,809.15	151,369.46	47,470.00	198,839.46	232,310.00	33,470.54

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
5000 BUILDING & GROUNDS EXPENDITURES							
2100	DEPARTMENT SUPPLIES	599.32	5,094.88	403.90	5,498.78	7,000.00	1,501.22
2140	SEED and SOD	0.00	420.00	0.00	420.00	500.00	80.00
2141	CHEMICALS	220.00	220.00	0.00	220.00	500.00	280.00
2142	FERTILIZER AND LIME	204.00	477.25	0.00	477.25	500.00	22.75
2144	MULCH & PINE NEEDLES	0.00	1,593.60	1,416.40	3,010.00	3,100.00	90.00
2400	CONSTRUCTION & REPAIR SUPPLIES	38.50	704.21	0.00	704.21	3,500.00	2,795.79
2900	ASSETS NOT CAPITALIZED	0.00	3,869.87	0.00	3,869.87	13,500.00	9,630.13
3200	COMMUNICATIONS	150.07	1,462.69	459.37	1,922.06	2,000.00	77.94
3300	UTILITIES	2,269.25	18,368.74	1,308.58	19,677.32	28,000.00	8,322.68
3350	Water Utilities	45.36	354.80	0.00	354.80	400.00	45.20
3500	REPAIRS AND MAINTENANCE	0.00	6,095.45	800.00	6,895.45	17,500.00	10,604.55
3940	LANDFILL FEES/DUMPSTER P/U	0.00	304.70	0.00	304.70	500.00	195.30
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4300	EQUIPMENT RENTAL	0.00	96.01	0.00	96.01	165.00	68.99
4400	SERVICE & MAINTENANCE CONTRACTS	2,612.00	25,501.63	4,805.50	30,307.13	32,000.00	1,692.87
4500	INSURANCE AND BONDING	0.00	19,956.96	0.00	19,956.96	24,400.00	4,443.04
4990	OTHER CONTRACTED SERVICES	0.00	6,439.91	390.00	6,829.91	15,000.00	8,170.09
5700	CAPITAL OUTLAY - LAND AND	3,285.56	8,270.56	14,361.56	22,632.12	43,000.00	20,367.88
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	17,306.00	0.00	17,306.00	40,000.00	22,694.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	3,335.00	3,335.00
Account Total:		9,424.06	116,537.26	23,945.31	140,482.57	235,400.00	94,917.43
5100 PUBLIC SAFETY EXPENDITURES							
4910	SHERIFF CONTRACT	125,384.59	286,423.86	0.00	286,423.86	389,500.00	103,076.14
4911	Sheriff Off Duty - Town events	0.00	2,447.52	0.00	2,447.52	2,500.00	52.48
4920	ANIMAL CONTROL CONTRACT	2,809.00	8,427.00	0.00	8,427.00	11,250.00	2,823.00
Account Total:		128,193.59	297,298.38	0.00	297,298.38	403,250.00	105,951.62
5300 FIRE EXPENSES							
3956	Fire Inspection Fees	0.00	5,828.50	0.00	5,828.50	8,000.00	2,171.50
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	200.00	200.00
4900	PINECROFT SEDGEFIELD FIRE CONTRACT	0.00	423,895.38	0.00	423,895.38	565,194.00	141,298.62
5500	CAPITAL OUTLAY EQUIPMENT	0.00	5,264.91	0.00	5,264.91	12,000.00	6,735.09
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
Account Total:		0.00	434,988.79	0.00	434,988.79	586,394.00	151,405.21
5600 STREET MAINTENANCE EXPENDITURES							
2100	DEPARTMENT SUPPLIES	63.00	606.11	0.00	606.11	6,000.00	5,393.89
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	186.73	0.00	186.73	6,000.00	5,813.27
2500	VEHICLE SUPPLIES	7.54	1,865.14	0.00	1,865.14	5,000.00	3,134.86
2520	FUELS - GAS & OIL	0.00	2,104.27	0.00	2,104.27	3,000.00	895.73
2900	ASSETS NOT CAPITALIZED	0.00	13,514.98	16,005.00	29,519.98	42,000.00	12,480.02
3300	UTILITIES	6,546.42	65,688.60	0.00	65,688.60	115,000.00	49,311.40
3500	REPAIRS AND MAINTENANCE	0.00	6,099.90	0.00	6,099.90	10,000.00	3,900.10
3700	ADVERTISING	0.00	0.00	0.00	0.00	2,000.00	2,000.00
3940	LANDFILL FEES/DUMPSTER P/U	157.50	157.50	0.00	157.50	2,000.00	1,842.50
3955	Permit Fees	0.00	860.00	0.00	860.00	1,055.00	195.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	100.00	100.00
4500	INSURANCE AND BONDING	0.00	957.93	0.00	957.93	1,200.00	242.07
4980	STORMWATER FEES	0.00	5,605.00	0.00	5,605.00	5,605.00	0.00

entrance sign

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
4990	OTHER CONTRACTED SERVICES	2,295.00	27,306.00	13,959.00	41,265.00	44,174.00	2,909.00
5400	CAPITAL OUTLAY - MOTOR VEHICLES	0.00	390.00	145,680.00	146,070.00	147,000.00	930.00
5500	CAPITAL OUTLAY EQUIPMENT	0.00	6,311.00	0.00	6,311.00	6,350.00	39.00
5700	CAPITAL OUTLAY - LAND AND	320.00	2,240.00	14,546.00	16,786.00	234,900.00	218,114.00
	Account Total:	9,389.46	133,893.16	190,190.00	324,083.16	631,384.00	307,300.84
Stormwater Inventory Project							
5700	POWELL BILL						
2100	DEPARTMENT SUPPLIES	0.00	0.00	0.00	0.00	3,000.00	3,000.00
5700	CAPITAL OUTLAY - LAND AND	92,909.79	148,952.33	26,533.25	175,485.58	194,000.00	18,514.42
	Account Total:	92,909.79	148,952.33	26,533.25	175,485.58	197,000.00	21,514.42
E Fork + E Main Sidewalk Construction Inspection							
5800	SANITATION EXPENDITURES						
1000	SALARIES AND WAGES	7,323.89	73,135.68	0.00	73,135.68	98,000.00	24,864.32
1003	LONGEVITY PAY	0.00	1,069.00	0.00	1,069.00	1,100.00	31.00
1009	FICA EXPENSE	537.52	5,471.42	0.00	5,471.42	7,500.00	2,028.58
1010	RETIREMENT EXPENSE	662.13	6,708.33	0.00	6,708.33	9,300.00	2,591.67
1011	HEALTH INSURANCE EXPENSE	2,088.99	20,193.57	0.00	20,193.57	25,200.00	5,006.43
1012	FLEX ADMINISTRATION FEES	12.00	126.78	273.22	400.00	400.00	0.00
1013	RETIREE HEALTH INSURANCE EXPENSE	682.50	6,899.24	0.00	6,899.24	10,800.00	3,900.76
1014	WORKER'S COMPENSATION	0.00	6,678.25	0.00	6,678.25	9,700.00	3,021.75
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	2,550.00	2,550.00
1016	Wellness Program Expenditures	36.00	324.00	0.00	324.00	432.00	108.00
1017	401K EXPENSE	329.06	3,375.00	0.00	3,375.00	4,300.00	925.00
2100	DEPARTMENT SUPPLIES	49.99	1,560.56	6.71	1,567.27	13,200.00	11,632.73
2200	FOOD AND PROVISIONS	0.00	31.50	0.00	31.50	100.00	68.50
2500	VEHICLE SUPPLIES	1,610.14	4,264.71	0.00	4,264.71	8,500.00	4,235.29
2520	FUELS - GAS & OIL	834.14	10,083.67	7,895.35	17,979.02	20,000.00	2,020.98
3200	COMMUNICATIONS	63.01	592.09	117.91	710.00	1,000.00	290.00
3400	PRINTING	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3500	REPAIRS AND MAINTENANCE	1,486.21	4,693.04	13.79	4,706.83	5,000.00	293.17
3700	ADVERTISING	0.00	0.00	0.00	0.00	200.00	200.00
3900	DRUG TESTING & BACKGROUND CHECKS	110.00	560.00	0.00	560.00	500.00	-60.00
3940	LANDFILL FEES/DUMPSTER P/U	4,745.14	37,540.95	22,459.05	60,000.00	60,000.00	0.00
3945	Recycle Fees	8,100.00	81,000.00	16,200.00	97,200.00	97,200.00	0.00
3980	MISCELLANEOUS EXPENSE	0.00	79.00	0.00	79.00	68.00	-11.00
4500	INSURANCE AND BONDING	0.00	1,436.90	0.00	1,436.90	1,800.00	363.10
9700	CONTINGENCY	0.00	0.00	0.00	0.00	3,950.00	3,950.00
	Account Total:	28,670.72	265,823.69	46,966.03	312,789.72	381,800.00	69,010.28
6200	RECREATION EXPENDITURES						
1000	SALARIES AND WAGES	7,290.80	77,026.14	0.00	77,026.14	100,000.00	22,973.86
1003	LONGEVITY PAY	0.00	1,714.00	0.00	1,714.00	2,100.00	386.00
1009	FICA EXPENSE	552.31	5,974.50	0.00	5,974.50	8,000.00	2,025.50
1010	RETIREMENT EXPENSE	592.47	6,367.08	0.00	6,367.08	8,400.00	2,032.92
1011	HEALTH INSURANCE EXPENSE	1,392.66	13,919.99	0.00	13,919.99	16,800.00	2,880.01
1012	FLEX ADMINISTRATION FEES	6.00	102.78	97.22	200.00	200.00	0.00
1014	WORKER'S COMPENSATION	0.00	2,782.37	0.00	2,782.37	4,500.00	1,717.63
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	400.00	400.00
1016	Wellness Program Expenditures	24.00	239.89	0.00	239.89	288.00	48.11
1017	401K EXPENSE	294.80	3,087.40	0.00	3,087.40	4,000.00	912.60
2100	DEPARTMENT SUPPLIES	245.46	7,087.29	5.42	7,092.71	8,000.00	907.29

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2140	SEED and SOD	222.00	502.00	0.00	502.00	1,500.00	998.00
2141	CHEMICALS	578.50	1,064.98	367.50	1,432.48	4,000.00	2,567.52
2142	FERTILIZER AND LIME	2,752.00	3,543.50	0.00	3,543.50	4,000.00	456.50
2143	IRRIGATION SUPPLIES	0.00	79.73	0.00	79.73	800.00	720.27
2144	MULCH & PINE NEEDLES	200.00	2,268.90	2,148.60	4,417.50	7,000.00	2,582.50
2145	TOPSOIL (Sand)	0.00	0.00	0.00	0.00	1,500.00	1,500.00
2200	FOOD AND PROVISIONS	0.00	25.00	0.00	25.00	50.00	25.00
2400	CONSTRUCTION & REPAIR SUPPLIES	236.00	2,592.29	0.00	2,592.29	6,100.00	3,507.71
2500	VEHICLE SUPPLIES	0.00	309.05	0.00	309.05	500.00	190.95
2520	FUELS - GAS & OIL	0.00	1,195.11	0.00	1,195.11	5,000.00	3,804.89
2550	EQUIPMENT SUPPLIES	0.00	3,754.49	0.00	3,754.49	4,000.00	245.51
2600	OFFICE SUPPLIES	0.00	66.46	0.00	66.46	300.00	233.54
2900	ASSETS NOT CAPITALIZED	1,021.00	5,451.73	0.00	5,451.73	6,000.00	548.27
3100	TRAVEL	0.00	580.45	0.00	580.45	800.00	219.55
3150	CONFERENCE FEES AND SCHOOLS	0.00	115.00	0.00	115.00	1,000.00	885.00
3200	COMMUNICATIONS	78.54	1,019.75	417.76	1,437.51	2,000.00	562.49
3300	UTILITIES	755.56	9,967.69	0.00	9,967.69	14,500.00	4,532.31
3350	Water Utilities	10.80	204.17	0.00	204.17	650.00	445.83
3400	PRINTING	192.00	192.00	0.00	192.00	250.00	58.00
3500	REPAIRS AND MAINTENANCE	0.00	88.60	0.00	88.60	2,500.00	2,411.40
3710	Sponsorship expenditures	0.00	38.50	0.00	38.50	100.00	61.50
3800	DATA PROCESSING SERVICES	21.67	277.85	79.15	357.00	360.00	3.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	108.00	392.00	500.00	500.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	225.00	483.74	0.00	483.74	750.00	266.26
3950	DUES AND SUBSCRIPTIONS	0.00	175.00	0.00	175.00	500.00	325.00
3980	MISCELLANEOUS EXPENSE	0.00	158.00	0.00	158.00	212.00	54.00
3981	Special Events	0.00	8,988.03	2,470.00	11,458.03	13,000.00	1,541.97
4300	EQUIPMENT RENTAL	320.42	3,497.32	605.01	4,102.33	4,055.00	-47.33
4400	SERVICE & MAINTENANCE CONTRACTS	0.00	1,746.68	630.00	2,376.68	2,700.00	323.32
4500	INSURANCE AND BONDING	0.00	1,596.56	0.00	1,596.56	2,000.00	403.44
4990	OTHER CONTRACTED SERVICES	3,734.50	31,653.73	15,323.60	46,977.33	48,986.18	2,008.85
5700	CAPITAL OUTLAY - LAND AND	0.00	0.00	0.00	0.00	9,800.00	9,800.00
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	7,450.00	0.00	7,450.00	7,450.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,035.00	1,035.00
Account Total:		20,746.49	207,495.75	22,536.26	230,032.01	306,586.18	76,554.17
PART Strategic plan							
6300	GOLF COURSE MAINTENANCE						
1000	SALARIES AND WAGES	21,632.04	246,624.08	0.00	246,624.08	318,000.00	71,375.92
1003	LONGEVITY PAY	0.00	6,354.00	0.00	6,354.00	6,400.00	46.00
1009	FICA EXPENSE	1,590.92	18,691.01	0.00	18,691.01	24,500.00	5,808.99
1010	RETIREMENT EXPENSE	1,833.28	21,440.14	0.00	21,440.14	27,500.00	6,059.86
1011	HEALTH INSURANCE EXPENSE	3,481.65	40,045.50	0.00	40,045.50	50,400.00	10,354.50
1012	FLEX ADMINISTRATION FEES	6.00	102.78	197.22	300.00	300.00	0.00
1013	RETIREE HEALTH INSURANCE EXPENSE	369.58	2,254.60	0.00	2,254.60	10,800.00	8,545.40
1014	WORKER'S COMPENSATION	0.00	3,664.73	0.00	3,664.73	8,000.00	4,335.27
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	500.00	500.00
1016	Wellness Program Expenditures	60.00	684.11	0.00	684.11	864.00	179.89
1017	401K EXPENSE	914.56	10,410.26	0.00	10,410.26	13,400.00	2,989.74
2100	DEPARTMENT SUPPLIES	269.01	6,457.88	0.00	6,457.88	8,500.00	2,042.12
2140	SEED and SOD	0.00	961.32	0.00	961.32	3,500.00	2,538.68
2141	CHEMICALS	0.00	31,906.05	0.00	33,906.05	35,000.00	1,093.95

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2142	FERTILIZER AND LIME	34.00	10,071.02	5,800.00	15,871.02	29,500.00	13,628.98
2143	IRRIGATION SUPPLIES	0.00	2,796.26	0.00	2,796.26	7,000.00	4,203.74
2145	TOPSOIL (Sand)	956.25	4,278.74	0.00	4,278.74	15,000.00	10,721.26
2155	TEE AND GREEN SUPPLIES	0.00	0.00	0.00	0.00	3,000.00	3,000.00
2200	FOOD AND PROVISIONS	0.00	138.37	0.00	138.37	200.00	61.63
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	736.30	0.00	736.30	5,000.00	4,263.70
2500	VEHICLE SUPPLIES	47.53	206.10	0.00	206.10	1,500.00	1,293.90
2520	FUELS - GAS & OIL	512.45	12,505.33	9,594.33	22,099.66	22,000.00	-99.66
2550	EQUIPMENT SUPPLIES	564.27	12,556.39	1,248.83	13,805.22	15,500.00	1,694.78
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	300.00	300.00
2900	ASSETS NOT CAPITALIZED	① 2,845.00	2,845.00	0.00	2,845.00	4,000.00	1,155.00
3100	TRAVEL	0.00	616.95	0.00	616.95	1,000.00	383.05
3150	CONFERENCE FEES AND SCHOOLS	0.00	1,090.00	0.00	1,090.00	1,500.00	410.00
3200	COMMUNICATIONS	269.59	3,297.12	1,212.28	4,509.40	5,700.00	1,190.60
3300	UTILITIES	1,282.04	13,958.73	864.31	14,823.04	19,000.00	4,176.96
3350	Water Utilities	10.80	204.17	0.00	204.17	650.00	445.83
3500	REPAIRS AND MAINTENANCE	0.00	386.93	5,050.00	5,436.93	6,500.00	1,063.07
3700	ADVERTISING	0.00	0.00	0.00	0.00	500.00	500.00
3800	DATA PROCESSING SERVICES	43.35	629.06	570.94	1,200.00	1,200.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	217.00	623.00	577.00	1,200.00	1,200.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	453.55	2,051.20	174.30	2,225.50	5,000.00	2,774.50
3950	DUES AND SUBSCRIPTIONS	0.00	1,085.39	0.00	1,085.39	2,200.00	1,114.61
3980	MISCELLANEOUS EXPENSE	0.00	129.52	0.00	129.52	500.00	370.48
4300	EQUIPMENT RENTAL	4,792.38	49,086.59	11,776.69	60,863.28	60,000.00	-863.28
4400	SERVICE & MAINTENANCE CONTRACTS	0.00	0.00	950.00	950.00	4,000.00	3,050.00
4500	INSURANCE AND BONDING	0.00	9,940.34	0.00	9,940.34	12,000.00	2,059.66
4950	LAB TESTING	0.00	0.00	0.00	0.00	400.00	400.00
4990	OTHER CONTRACTED SERVICES	225.00	1,303.70	0.00	1,303.70	5,000.00	3,696.30
5700	CAPITAL OUTLAY - LAND AND	0.00	0.00	25,000.00	25,000.00	50,000.00	25,000.00
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	2,200.00	0.00	2,200.00	33,500.00	31,300.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	3,136.00	3,136.00
Account Total:		42,410.25	524,332.67	63,015.90	587,348.57	823,650.00	236,301.43
6301	GOLF SHOP EXPENDITURES						
1000	SALARIES AND WAGES	12,639.43	160,795.30	0.00	160,795.30	206,000.00	45,204.70
1003	LONGEVITY PAY	0.00	1,872.00	0.00	1,872.00	1,900.00	28.00
1009	FICA EXPENSE	973.94	12,522.14	0.00	12,522.14	16,000.00	3,477.86
1010	RETIREMENT EXPENSE	867.84	9,451.56	0.00	9,451.56	12,000.00	2,548.44
1011	HEALTH INSURANCE EXPENSE	2,088.99	20,889.90	0.00	20,889.90	25,200.00	4,310.10
1012	FLEX ADMINISTRATION FEES	0.00	0.00	55.00	55.00	55.00	0.00
1013	RETIREE HEALTH INSURANCE EXPENSE	0.00	2,445.84	0.00	2,445.84	10,800.00	8,354.16
1014	WORKER'S COMPENSATION	0.00	1,236.69	0.00	1,236.69	2,000.00	763.31
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	500.00	500.00
1016	Wellness Program Expenditures	36.00	360.00	0.00	360.00	432.00	72.00
1017	401K EXPENSE	431.92	4,535.16	0.00	4,535.16	5,700.00	1,164.84
2100	DEPARTMENT SUPPLIES	417.07	5,744.97	971.29	6,716.26	9,500.00	2,783.74
2101	Grill Supplies	0.00	1,663.18	3,802.89	5,466.07	7,500.00	2,033.93
2156	RANGE SUPPLIES	0.00	2,625.00	0.00	2,625.00	5,000.00	2,375.00
2160	TOURNAMENT SUPPLIES and PRIZES	0.00	0.00	0.00	0.00	100.00	100.00
2200	FOOD AND PROVISIONS	0.00	52.50	0.00	52.50	350.00	297.50
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	513.67	0.00	513.67	1,000.00	486.33

① new roll-up doors for fairgrounds building

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
2500	VEHICLE SUPPLIES	0.00	13.99	0.00	13.99	500.00	486.01
2520	FUELS - GAS & OIL	0.00	0.00	0.00	0.00	500.00	500.00
2600	OFFICE SUPPLIES	49.99	276.51	0.00	276.51	1,000.00	723.49
2700	GOLF INVENTORY FOR RESALE	166.66	25,866.86	2,498.85	28,365.71	38,000.00	9,634.29
2705	Golf Special Orders - Purchases	0.00	2,693.35	0.00	2,693.35	6,000.00	3,306.65
2710	CONCESSION INVENTORY RESALE	772.22	18,760.02	11,499.64	30,259.66	49,000.00	18,740.34
2715	Food purchased not in inventory	78.10	7,079.88	5,838.59	12,918.47	22,000.00	9,081.53
2900	ASSETS NOT CAPITALIZED	0.00	987.58	0.00	987.58	2,500.00	1,512.42
3100	TRAVEL	0.00	115.00	0.00	115.00	500.00	385.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	440.00	0.00	440.00	1,000.00	560.00
3200	COMMUNICATIONS	768.38	7,858.10	2,179.01	10,037.11	11,000.00	962.89
3300	UTILITIES	1,126.10	10,561.24	1,156.09	11,717.33	13,500.00	1,782.67
3350	Water Utilities	10.80	204.18	0.00	204.18	500.00	295.82
3400	PRINTING	0.00	49.00	0.00	49.00	500.00	451.00
3500	REPAIRS AND MAINTENANCE	0.00	689.58	4,750.00	5,439.58	9,000.00	3,560.42
3700	ADVERTISING	60.40	699.00	121.00	820.00	10,000.00	9,180.00
3800	DATA PROCESSING SERVICES	560.20	5,372.60	1,920.40	7,293.00	7,500.00	207.00
3900	DRUG TESTING & BACKGROUND CHECKS	137.00	552.00	1,448.00	2,000.00	2,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	137.05	1,380.68	119.32	1,500.00	3,600.00	2,100.00
3950	DUES AND SUBSCRIPTIONS	0.00	554.00	0.00	554.00	800.00	246.00
3955	Permit Fees	100.00	220.00	0.00	220.00	200.00	-20.00
3960	BANK AND MERCHANT FEES	941.83	10,809.55	5,690.45	16,500.00	22,000.00	5,500.00
3980	MISCELLANEOUS EXPENSE	0.00	186.33	0.00	186.33	250.00	63.67
4300	EQUIPMENT RENTAL	146.81	1,327.12	1,275.52	2,602.64	2,500.00	-102.64
4310	GOLF CART RENTALS	10,654.56	58,600.08	5,327.28	63,927.36	65,800.00	1,872.64
4311	SALES AND USE TAX PAID	884.23	10,985.89	0.00	10,985.89	20,000.00	9,014.11
4400	SERVICE & MAINTENANCE CONTRACTS	1,871.36	11,773.80	1,007.68	12,781.48	16,000.00	3,218.52
4500	INSURANCE AND BONDING	0.00	9,930.84	0.00	9,930.84	12,000.00	2,069.16
4990	OTHER CONTRACTED SERVICES	445.00	2,387.26	1,785.00	4,172.26	4,000.00	-172.26
5700	CAPITAL OUTLAY - LAND AND	0.00	0.00	24,000.00	24,000.00	24,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,068.00	1,068.00
Account Total:		36,365.88	415,082.35	75,446.01	490,528.36	651,255.00	160,726.64
8000	Debt Service						
7100	DEBT PRINCIPAL PAYMENTS	0.00	119,462.01	0.00	119,462.01	177,000.00	57,537.99
7200	DEBT INTEREST PAYMENTS	0.00	15,075.37	0.00	15,075.37	24,200.00	9,124.63
Account Total:		0.00	134,537.38	0.00	134,537.38	201,200.00	66,662.62
9600	OTHER FINANCING USES						
9600	TRANSFERS TO OTHER FUNDS	0.00	334,803.32	0.00	334,803.32	433,007.50	98,204.18
Account Total:		0.00	334,803.32	0.00	334,803.32	433,007.50	98,204.18
Account Group Total:		431,553.35	3,705,025.47	521,802.57	4,226,828.04	5,801,196.68	1,574,368.64
Fund Total:		431,553.35	3,705,025.47	521,802.57	4,226,828.04	5,801,196.68	1,574,368.64

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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	5.07	107.02	150.00	42.98	71 %
3981 TRANSFER FROM GENERAL FUND	0.00	98,795.82	97,000.00	-1,795.82	102 %
Account Group Total:	5.07	98,902.84	97,150.00	-1,752.84	102 %
Fund Total:	5.07	98,902.84	97,150.00	-1,752.84	102 %

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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	59,979.52	0.00	59,979.52	80,000.00	20,020.48
	9801 Res for Future Exp-Jamestown Park	0.00	0.00	0.00	0.00	17,150.00	17,150.00
	Account Total:	0.00	59,979.52	0.00	59,979.52	97,150.00	37,170.48
	Account Group Total:	0.00	59,979.52	0.00	59,979.52	97,150.00	37,170.48
	Fund Total:	0.00	59,979.52	0.00	59,979.52	97,150.00	37,170.48

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30 WATER AND SEWER

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
3000					
3345 INSPECTION AND PERMIT FEES	0.00	3,063.93	3,000.00	-63.93	102 %
3710 UTILITY CHARGE - WATER	88,466.60	772,572.95	905,000.00	132,427.05	85 %
3720 UTILITY CHARGE - SEWER	514,805.91	2,371,696.78	2,900,000.00	528,303.22	82 %
3741 Meter Fee	0.00	600.00	500.00	-100.00	120 %
3742 System Development Fees to be transferred	0.00	6,000.00	0.00	-6,000.00	** %
3743 System Admin / Installation fee	0.00	200.00	100.00	-100.00	200 %
3745 Connection Fees - Water and Sewer	800.00	7,750.00	10,000.00	2,250.00	78 %
3750 NONPAYMENT / RECONNECTION FEES	0.00	11,690.00	10,000.00	-1,690.00	117 %
3755 Return Check Fees	0.00	425.00	500.00	75.00	85 %
3760 LATE FEES	-30.00	17,940.00	22,000.00	4,060.00	82 %
3765 CREDIT CARD ADMINISTRATION FEES	1.50	589.35	700.00	110.65	84 %
3831 INVESTMENT EARNINGS	5,269.01	98,436.38	125,000.00	26,563.62	79 %
3839 MISCELLANEOUS REVENUES	0.00	55.20	500.00	444.80	11 %
3987 TRANSFER FROM RANDLEMAN CAPITAL RESERVE FUND	0.00	61,118.66	123,000.00	61,881.34	50 %
3992 NET POSITION APPROPRIATED	0.00	0.00	408,305.00	408,305.00	0 %
Account Group Total:	609,313.02	3,352,138.25	4,508,605.00	1,156,466.75	74 %
Fund Total:	609,313.02	3,352,138.25	4,508,605.00	1,156,466.75	74 %

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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	41,537.14	462,620.69	0.00	462,620.69	580,000.00	117,379.31
1003	LONGEVITY PAY	0.00	13,628.00	0.00	13,628.00	13,500.00	-128.00
1009	FICA EXPENSE	3,167.97	36,399.05	0.00	36,399.05	46,000.00	9,600.95
1010	RETIREMENT EXPENSE	3,628.75	41,797.72	0.00	41,797.72	53,000.00	11,202.28
1011	HEALTH INSURANCE EXPENSE	6,963.30	68,588.51	0.00	68,588.51	84,000.00	15,411.49
1012	FLEX ADMINISTRATION FEES	18.00	308.33	491.67	800.00	800.00	0.00
1013	RETIREE HEALTH INSURANCE EXPENSE	1,348.93	4,124.02	0.00	4,124.02	16,200.00	12,075.98
1014	WORKER'S COMPENSATION	0.00	9,789.00	0.00	9,789.00	15,000.00	5,211.00
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	1,000.00	1,000.00
1016	Wellness Program Expenditures	120.00	1,188.00	0.00	1,188.00	1,440.00	252.00
1017	401K EXPENSE	1,781.46	19,608.45	0.00	19,608.45	26,000.00	6,391.55
1019	PROFESSIONAL SERVICES	0.00	11,100.00	0.00	11,100.00	11,100.00	0.00
2100	DEPARTMENT SUPPLIES	2,656.21	25,277.09	839.58	26,116.67	30,000.00	3,883.33
2105	WATER METERS	26,190.82	26,190.82	4,909.18	31,100.00	31,100.00	0.00
2200	FOOD AND PROVISIONS	0.00	392.17	0.00	392.17	1,000.00	607.83
2400	CONSTRUCTION & REPAIR SUPPLIES	756.75	3,253.47	2,856.99	6,110.46	15,000.00	8,889.54
2500	VEHICLE SUPPLIES	2,351.20	7,857.74	0.00	7,857.74	7,500.00	-357.74
2520	FUELS - GAS & OIL	1,722.71	12,491.22	7,517.01	20,008.23	22,000.00	1,991.77
2550	EQUIPMENT SUPPLIES	411.71	3,203.92	0.00	3,203.92	5,000.00	1,796.08
2600	OFFICE SUPPLIES	522.72	1,054.27	0.00	1,054.27	2,000.00	945.73
2750	PURCHASE OF WATER	20,160.19	184,767.64	151,079.27	335,846.91	350,000.00	14,153.09
2755	Water Transmission Fees	1,956.64	17,919.40	0.00	17,919.40	26,000.00	8,080.60
2900	ASSETS NOT CAPITALIZED	3,233.18	16,057.61	5,282.94	21,340.55	18,600.00	-2,740.55
3100	TRAVEL	0.00	0.00	0.00	0.00	3,000.00	3,000.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	3,120.00	0.00	3,120.00	5,000.00	1,880.00
3200	COMMUNICATIONS	2,185.58	22,841.51	7,953.48	30,794.99	32,300.00	1,505.01
3300	UTILITIES	987.17	10,425.60	33.87	10,459.47	15,000.00	4,540.53
3350	Water Utilities	12.96	87.92	0.00	87.92	500.00	412.08
3400	PRINTING	431.56	3,658.71	1,374.79	5,033.50	7,000.00	1,966.50
3500	REPAIRS AND MAINTENANCE	322.00	5,642.22	800.00	6,442.22	30,000.00	23,557.78
3700	ADVERTISING	0.00	391.30	0.00	391.30	1,000.00	608.70
3800	DATA PROCESSING SERVICES	1,316.82	13,763.77	4,236.23	18,000.00	18,000.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	110.00	233.00	1,767.00	2,000.00	2,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	2,693.18	243.02	2,936.20	3,000.00	63.80
3950	DUES AND SUBSCRIPTIONS	0.00	1,592.01	0.00	1,592.01	2,500.00	907.99
3955	Permit Fees	0.00	3,235.00	0.00	3,235.00	4,000.00	765.00
3960	BANK AND MERCHANT FEES	841.86	10,088.33	577.45	10,665.78	11,000.00	334.22
3980	MISCELLANEOUS EXPENSE	0.00	951.83	0.00	951.83	1,500.00	548.17
4300	EQUIPMENT RENTAL	249.13	2,084.99	560.72	2,645.71	3,500.00	854.29
4400	SERVICE & MAINTENANCE CONTRACTS	1,950.00	40,445.33	6,683.62	47,128.95	50,000.00	2,871.05
4500	INSURANCE AND BONDING	0.00	38,463.02	0.00	38,463.02	45,000.00	6,536.98
4950	LAB TESTING	140.00	2,477.00	6,523.00	9,000.00	9,000.00	0.00
4960	SEWER TREATMENT	127,179.45	527,325.09	0.00	527,325.09	900,000.00	372,674.91
4990	OTHER CONTRACTED SERVICES	42,208.82	65,784.47	25,765.56	91,550.03	150,000.00	58,449.97
4995	ENGINEERING FEES NOT CAPITALIZED	0.00	0.00	0.00	0.00	10,000.00	10,000.00
5400	CAPITAL OUTLAY - MOTOR VEHICLES	37,983.47	75,573.73	2,137.15	77,710.88	78,000.00	289.12
5500	CAPITAL OUTLAY EQUIPMENT	8,794.00	110,267.10	198,201.00	308,468.10	350,000.00	41,531.90
5900	CAPITAL OUTLAY - WATER IMPROVEMENTS	0.00	0.00	5,000.00	5,000.00	500,000.00	495,000.00
5910	CAPITAL OUTLAY - SEWER IMPROVEMENTS	0.00	16,144.00	35,550.00	51,694.00	241,200.00	189,506.00

new service truck
pumps

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30 WATER AND SEWER

Account	Object	Expended	Expended	Encumbered	Committed	Current	Available
		Current Month	YTD	YTD	YTD	Appropriation	Appropriation
6800	OPERATING PAYMENTS TO REGIONAL	0.00	44,175.60	0.00	44,175.60	45,000.00	824.40
6801	DEBT PAYMENTS TO PIEDMONT TRIAD	0.00	122,237.29	0.00	122,237.29	123,000.00	762.71
6810	Payments for Odor Control Project	0.00	0.00	0.00	0.00	22,000.00	22,000.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00
7100	DEBT PRINCIPAL PAYMENTS	0.00	37,502.49	0.00	37,502.49	50,005.00	12,502.51
7200	DEBT INTEREST PAYMENTS	0.00	7,487.37	0.00	7,487.37	10,000.00	2,512.63
9600	TRANSFERS TO OTHER FUNDS	0.00	421,031.00	0.00	421,031.00	427,000.00	5,969.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,860.00	1,860.00
Account Total:		343,240.50	2,557,339.98	471,383.53	3,028,723.51	4,508,605.00	1,479,881.49
Account Group Total:		343,240.50	2,557,339.98	471,383.53	3,028,723.51	4,508,605.00	1,479,881.49
Fund Total:		343,240.50	2,557,339.98	471,383.53	3,028,723.51	4,508,605.00	1,479,881.49

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60 RANDLEMAN RESERVOIR CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue		% Received
	Current Month	Received YTD		To Be Received		
3000						
3831 INVESTMENT EARNINGS	1,041.52	11,538.79	14,000.00	2,461.21	82 %	
3986 TRANSFER FROM ENTERPRISE FUNDS	0.00	27,000.00	27,000.00	0.00	100 %	
3992 NET POSITION APPROPRIATED	0.00	0.00	82,000.00	82,000.00	0 %	
Account Group Total:	1,041.52	38,538.79	123,000.00	84,461.21	31 %	
Fund Total:	1,041.52	38,538.79	123,000.00	84,461.21	31 %	

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60 RANDLEMAN RESERVOIR CAPITAL RESERVE FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
7130	RANDLEMAN RESERVOIR						
	9600 TRANSFERS TO OTHER FUNDS	0.00	61,118.66	0.00	61,118.66	123,000.00	61,881.34
	Account Total:	0.00	61,118.66	0.00	61,118.66	123,000.00	61,881.34
	Account Group Total:	0.00	61,118.66	0.00	61,118.66	123,000.00	61,881.34
	Fund Total:	0.00	61,118.66	0.00	61,118.66	123,000.00	61,881.34

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61 WATER AND SEWER CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue		% Received
	Current Month	Received YTD		To Be Received		
3000						
3831 INVESTMENT EARNINGS	60.20	1,183.27	1,500.00	316.73	79 %	
3986 TRANSFER FROM ENTERPRISE FUNDS	0.00	394,031.00	400,000.00	5,969.00	99 %	
Account Group Total:	60.20	395,214.27	401,500.00	6,285.73	98 %	
Fund Total:	60.20	395,214.27	401,500.00	6,285.73	98 %	
Grand Total:	716,029.74	7,842,779.03	10,931,451.68	3,088,672.65	72 %	

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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	401,500.00	401,500.00
	Account Total:	0.00	0.00	0.00	0.00	401,500.00	401,500.00
	Account Group Total:	0.00	0.00	0.00	0.00	401,500.00	401,500.00
	Fund Total:	0.00	0.00	0.00	0.00	401,500.00	401,500.00
Grand Total:		774,793.85	6,383,463.63	993,186.10	7,376,649.73	10,931,451.68	3,554,801.95

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Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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: Abstract of Golf Report for April 2020

AGENDA ITEM #: II-G



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

Attached is a report of golf operations for the month of April 2020. For the month of April 2020 in comparison to April 2019, revenues were down about 100%. The golf course was shut down for the entire month of April.

Expenditures were down in April 2020 by approximately 26% in comparison to April 2019 expenditures. Even though the course was shut down, there were still many recurring costs that had to be paid; some of these would have been March expenditures that got actually paid in April.

ATTACHMENTS: Golf Report for April 2020

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Summary
FYE 6/30/20

	April 2020	April 2019	VARIANCE positive / (negative)	% Variance	YTD FYE 6/30/20	YTD FYE 6/30/19	VARIANCE positive / (negative)	% Variance
<i>Golf Course Operating Revenues</i>	20	82,647	(82,627)	-99.98%	561,405	617,947	(56,542)	-9.15%
<i>Golf Course Maintenance Expenditures (before capital outlay)</i>	42,410	66,666	(24,256)	-36.38%	522,133	521,744	(389)	-0.07%
<i>Golf Course Golf Shop Expenditures (before capital outlay)</i>	36,366	40,169	(3,803)	-9.47%	415,082	377,199	(37,883)	-10.04%
<i>Net exp < or > rev before Capital Outlay</i>	(78,756)	(24,188)	(54,568)	225.60%	(375,810)	(280,996)	(94,814)	-33.74%
<i>Capital Outlay</i>	-	27,052	(27,052)		2,200	32,568	30,368	93.24%
<i>Net expenditures < or > revenues</i>	<u>(78,756)</u>	<u>(51,240)</u>	(27,516)	-53.70%	<u>(378,010)</u>	<u>(313,564)</u>	(64,446)	-20.55%
 <i>Golf Rounds Played (not including complimentary play)</i>	 -	 2,702			 15,955	 16,866		
 <i>Bad Weather Days (1)</i>		7			81	90		
<i>Days closed for aerification, covered greens, etc.</i>	30				43	3		
	COVID							
 <i>Golf course employees paid during the month:</i>								
<i>Full-time positions</i>	8	9						
<i>Part-time hours</i>	50	690						

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

Golf Course Revenues
Revenues
FYE 6/30/20

	<u>April 2020</u>	<u>April 2019</u>	<u>VARIANCE positive / (negative)</u>	<u>% Variance</u>	<u>YTD FYE 6/30/20</u>	<u>YTD FYE 6/30/19</u>	<u>VARIANCE positive / (negative)</u>	<u>% Variance</u>
Greens	-	43,335	(43,335)	-100.00%	291,114	319,188	(28,074)	-8.80%
Cart Rentals	-	22,400	(22,400)	-100.00%	147,000	158,858	(11,858)	-7.46%
Pull Carts	-	52	(52)	-100.00%	166	259	(93)	-35.91%
Driving Range	-	4,241	(4,241)	-100.00%	26,524	31,366	(4,842)	-15.44%
Sales - Golf Shop Inventory	80	3,984	(3,904)	-97.99%	31,567	34,500	(2,933)	-8.50%
Sales - Golf Shop Concessions	90	8,195	(8,105)	-98.90%	55,429	62,337	(6,908)	-11.08%
Golf Clubhouse Rental Fees	(150) refund	440	(590)	-134.09%	9,605	8,755	850	9.71%
Ins Recoveries	<u>-</u>	<u>-</u>			<u>-</u>	<u>2,684</u>	<u>(2,684)</u>	
	<u>20</u>	<u>82,647</u>	<u>(82,627)</u>	<u>-99.98%</u>	<u>561,405</u>	<u>617,947</u>	<u>(56,542)</u>	<u>-9.15%</u>

Jamestown Park Golf Course Operations
 Golf Maintenance Expenditures
 FYE 6/30/20

	April 2020	April 2019	VARIANCE (positive) / negative	% Variance	YTD FYE 6/30/20	YTD FYE 6/30/19	VARIANCE (positive) / negative	% Variance
<i>Salaries & Employee Benefits</i>	29,889	29,341	548	1.87%	350,271	321,854	28,417	8.83%
<i>Supplies & Materials</i>	5,227	25,424	(20,197)	-79.44%	87,457	99,067	(11,610)	-11.72%
<i>Contractual Services</i>	5,017	9,129	(4,112)	-45.04%	60,333	68,123	(7,790)	-11.44%
<i>Other Operating Expenditures (utilities, communications, etc)</i>	2,277	2,772	(495)	-17.86%	24,072	32,700	(8,628)	-26.39%
<i>Total Exp before Capital Outlay</i>	42,410	66,666	(24,256)	-36.38%	522,133	521,744	389	0.07%
<i>Capital Outlay</i>	-	27,052	(27,052)	-100.00%	2,200	32,568	(30,368)	-93.24%
	42,410	93,718	(51,308)	-54.75%	524,333	554,312	(29,979)	-5.41%

Golf Shop Expenditures
FYE 6/30/19

	April 2020	April 2019	VARIANCE (positive) / negative	% Variance	YTD FYE 6/30/20	YTD FYE 6/30/19	VARIANCE (positive) / negative	% Variance
<i>Salaries & Employee Benefits</i>	17,038	18,318	(1,280)	-6.99%	214,109	190,383	23,726	12.46%
<i>Supplies & Materials</i>	1,485	9,727	(8,242)	-84.73%	66,276	60,097	6,179	10.28%
<i>Contractual Services</i> <i>Note</i>	14,002	8,231	5,771	70.11%	95,005	82,502	12,503	15.15%
<i>Other Operating Expenditures (utilities, communications, etc)</i>	<u>3,841</u>	<u>3,893</u>	(52)	-1.34%	<u>39,692</u>	<u>44,217</u>	(4,525)	-10.23%
<i>Total Exp before Capital Outlay</i>	<u>36,366</u>	<u>40,169</u>	(3,803)	-9.47%	<u>415,082</u>	<u>377,199</u>	37,883	10.04%
<i>Capital Outlay</i>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	<u>-</u>	
	<u><u>36,366</u></u>	<u><u>40,169</u></u>	(3,803)	-9.47%	<u><u>415,082</u></u>	<u><u>377,199</u></u>	37,883	10.04%

NOTE: 2 golf cart lease payments were made in April; the May lease payment was paid on 4/29/20.

Grill Operations

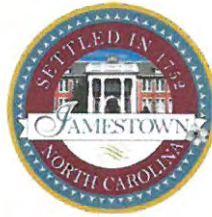
FYE 6/30/20

	<u>April 2020</u>	<u>YTD FYE 6/30/20</u>	<u>April 2019</u>	<u>YTD FYE 6/30/19</u>
Golf Shop Grill Revenues	90	55,429	8,195	62,337
Golf Shop Rental Revenue	<u>(150)</u>	<u>8,085</u>	<u>170</u>	<u>7,590</u>
	<u>(60)</u>	<u>63,514</u>	<u>8,365</u>	<u>69,927</u>
Expenditures:				
Wages	2,728	30,321	2,635	29,042
FICA	208	2,321	201	2,222
Benefits	1,015	11,104	903	9,201
Grill supplies	-	1,663	157	1,554
Food & beverage purchases	<u>850</u>	<u>25,840</u>	<u>4,182</u>	<u>26,649</u>
	<u>4,801</u>	<u>71,249</u>	<u>8,078</u>	<u>68,668</u>
	<u>(4,861)</u>	<u>(7,735)</u>	<u>287</u>	<u>1,259</u>

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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 #18

AGENDA ITEM #: II-H



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

The Town has received slightly more property tax than budgeted through May. Thus I am requesting an increase to property tax revenues and also to the transfer of the 2 cents of collections to the General Capital Reserve Fund. This will allow us to make the transfer; without enough budget, we cannot do the transfer. We usually do end the fiscal year with collections exceeding budget. This is because we budget conservatively and also there are usually discoveries of taxable property.

We have learned that the majority of the sidewalk projects construction inspections will be reimbursable from NCDOT on the same basis as the construction. Thus I am proposing amendments to both E Fork and E Main Street project funds to account for this. These project budgets are for the life of the project, not just one fiscal year.

ATTACHMENTS: Budget Amendment #18

RECOMMENDATION/ACTION NEEDED: Approve Budget Amendment #18

BUDGETARY IMPACT: \$0; revenues, transfers, and expenditures offset each other

SUGGESTED MOTION: Approve Budget Amendment #18

FOLLOW UP ACTION NEEDED:

**FYE 6/30/20
BUDGET AMENDMENT #18**

			<u>Debit</u>	<u>Credit</u>
Fund 10:				
Transfer to Other Funds	10-9600-9600		2,500.00	
Property Tax	10-3100			2,500.00
To increase budget for tax receipts and corresponding transfer of the \$.02 of tax collections to Gen Capt Reserve Fund				
Fund 11:				
Reserve for Future Expenditures - Jamestown Park	11-9600-9801		2,500.00	
Transfer from General Fund	11-3981			2,500.00
To increase budget for property tax collections and transfer of 2 cents to General Capital Reserve Fund				
Fund 16: (E Fork Road sidewalk)				
Capital Outlay - Land Improvements	16-5600-5700		87,847.94	
Federal Grant Revenue	16-3310			70,278.35
State Grant Revenue	16-3311			17,569.59
To add budget for CEI, which is reimburseable 80% fed & 20% state				
Fund 17: (E Main Street sidewalk)				
Capital Outlay - Land Improvements	17-5600-5700		209,622.10	
Federal Grant Revenue	17-3310			167,697.68
State Grant Revenue	17-3311			41,924.42
To add budget for CEI, which is reimburseable 80% fed & 20% state				

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Council Members
Georgia Nixon, Mayor Pro Tem
Martha Stafford Wolfe
Rebecca Mann Rayborn
John Capes

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Sidewalk Updates

AGENDA ITEM #: II-I



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Public Services

CONTACT PERSON: Paul Blanchard

SUMMARY:

East Main Street/Lydia Sidewalk:

As in the last couple of updates, the contractor is installing curb and gutter on East Main Street. The contractor continues to install storm drainage improvements, most of which are additions to the project due to substandard NCDOT infrastructure. Those items and the associated CEI time should be reimbursable. Runoff along the roadway is still being monitored by the contractor and the construction administration firm. We have not received any comments regarding the storm drainage improvements in the NC Railroad corridor, however, Guilford County Inspections has requested a permit for each canopy near the tunnel.

Progress meetings have been held by Zoom due to the Covid-19 virus, and we have met onsite to discuss specific storm drainage improvements.

East Fork Pedestrian Bridge:

North State Environmental continues to work on the bridge, sidewalks, and roadway features. The bridge deck has been poured and the retaining wall is completed. Most of the sidewalk has been poured. The handrails along the retaining wall are under review by NCDOT and the CEI firm, and could cause some delays. Two NCDOT drainage structures on the bridge were replaced. The greenway trail leading to the Piedmont Environmental Center was improved to flatten the grades on that path.

The significant items left to complete include the guardrails, handrails, storm drainage and associated grading on the golf course side, and sidewalk on the bridge approaches.

Upcoming progress meetings will be held by Zoom due to the Covid-19 virus, and have been reduced to monthly meetings. We have met with the contractor and CEI firm onsite to look at specific issues.

ATTACHMENTS: None

RECOMMENDATION/ACTION NEEDED: n/a

BUDGETARY IMPACT: n/a

SUGGESTED MOTION: n/a

FOLLOW UP ACTION NEEDED: none

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Reappointment of Steve Monroe as an ETJ Member on the PB

AGENDA ITEM #: II-J



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Town Clerk

SUMMARY:

Steve Monroe's term as an Extra Territorial Jurisdiction (ETJ) Member on the Planning Board expired in February 2020. He has served one term as an ETJ Member on the Board and has agreed to serve another five-year term.

Staff recommends the reappointment of Steve Monroe as an ETJ Member on the Planning Board.

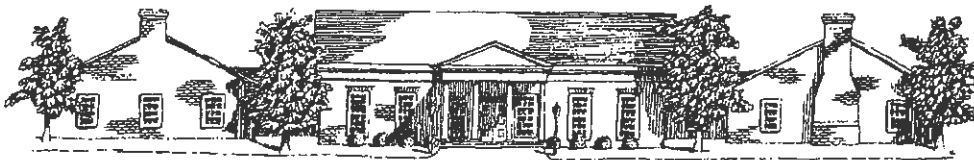
ATTACHMENTS: Steve Monroe Advisory Board Application & Resume

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council reappoint Steve Monroe for another term as an ETJ Member

BUDGETARY IMPACT: None

SUGGESTED MOTION: Council Member makes a motion to approve/amend the Consent Agenda.

FOLLOW UP ACTION NEEDED: None



TOWN OF JAMESTOWN

Settled in 1752

Chartered in 1816

P.O. Box 848

Jamestown, North Carolina 27282

CITIZEN APPLICATION FOR ADVISORY BOARDS AND COMMITTEES

Name

Carl Stephen Monroe

Gender: ☒ Male ☐ Female

Birthdate: 9/24/46

E mail csmunroe@infionline.net

Home Phone: 454-2881 Daytime Phone: 312-6754 Fax: _____

Home Address: 700 Tangle Drive, Jamestown, NC

How long have you been a resident of Jamestown? since 1992

Current Occupation/Title: Bi-vocational pastor and small business owner

Employer/Business Name: Christ Community Church, SBE

Business Address and Zip: 3410 Comm. Church Rd, Flat Fork, 700 Tangle Dr.

Supervisor Name: _____

Education: High School () College () Graduate School () Other ()

Degree/Subject of Study: AB in English

School/Name Years Attended: Georgetown College, KY; Houston Graduate School of Theology

BOARD/COMMITTEE APPLYING FOR (list one): Town of Jamestown ETJ Planning

List the Board or Committee on which you currently serve and your term expiration date:

What are your qualifications for serving on the Board/Committee for which you are applying?

Are you willing to serve on any other Board/Committee: Please list: Town of Jamestown

Planning Board - ETJ

Are you interested in serving in any other community volunteer activities:

yes ?

Please submit resume

Continued next page >

Interest/Skills/Areas of Expertise/Professional Organizations

*Considered an expert on Aging in Place, Green Building
local, state, and national Homebuilders Associations*

List two personal references below:

Name: *Dr. Pam Werstlein* Daytime Telephone: *454-4382*

Address: *112 Tangle Dr. Jamestown* Relationship: *Neighbor, Friend*

Name: *Mr. Eddie Oakley* Daytime Telephone: *454-1552*

Address: *508 Mendenhall Rd. Jamestown* Relationship: *Friend*

AFFIRMATION OF ELIGIBILITY

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes ☐ No ☒ if yes, explain complete disposition.

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee to a Board/Committee?

Yes ☐ No ☒ if yes, explain

I understand this application is public record, and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement or conduct will be cause for my removal from any Board or Committee.

Signature of Applicant: *Carrie Freedman* Date: *12/11/14*

RETURN COMPLETED FORM TO:

Town of Jamestown, P O Box 848, Jamestown, NC 27282 Telephone: (336) 454-1138 Fax: (336) 886-3508

- **Experience**

- **Marketing Consultant, Author, Speaker**

- Currently, working with two international companies who are interested in entering the United States construction market.
 - Completing the writing of two books, one specific to marketing for Green Builders, the other is general business.
 - Submitting programs for a variety of companies and associations related to housing.
 - Recently finished the classroom requirements for the Certified Aging in Place Specialist (CAPS) designation by the National Association of Home Builders.
 - Attended the Certified Coaching Course in November 2011.

- **Director of Marketing and Dealer Development**

- Moss Supply Company, Charlotte, NC February 2003 – November 2011
 1. Responsible for overall marketing for the company; first person to have this position in the 57-year history of Moss.
 2. Drafted major account program that created 5 million dollars in added sales.
 3. Created the large volume builder program.
 4. Revised, as well as developed, nine new brochures, using the "Family look" concept.
 5. Responsible for research into markets and trends for the company.
 6. Created first replacement window promotion program.
 7. Created builder-focused sales program for branches.
 8. Active in two local Home Builder Associations and one state.
 9. Developed the award winning Green Builder Initiative.
 10. Wrote and helped produce an award winning marketing video.

- **Outside Sales**

- Plyler Supply, Winston-Salem, NC February 1993 - February 2003
 1. Took two-account territory producing \$450,000 in revenue to 125 accounts generating in excess of \$4,000,000 in sales.
 2. Created a large volume builder program that grew to five major accounts.
 3. Created and implemented quarterly promotion programs.
 4. Award winner from local and state Home Builder Associations.
 5. Board member of TREBIC for four years.
 6. Board member of two local HBAs and one state. More committees than space allows.

- **Branch Manager**

- Norandex, Columbus, Ohio March 1989 - November 1993
 1. Converted an all-aluminum window location to a vinyl siding/vinyl replacement window and new construction location.
 2. Developed a comprehensive marketing program adopted by several other branches.
 3. Trained three salespeople.

4. Converted the branch from just sales or just warehouse staff to multi-tasking at all key positions.
 5. Developed a deeper customer base from only large volume players to builders-remodelers of various varied sizes.
- **Outside Sales to Regional Sales Manager**
 - Sears Contract Sales, Chicago, IL May 1973 - February 1987
 - **Sales**
 1. Took a new territory from no sales to 3 million, with nearly 300 accounts.
 2. Had a 76% market share.
 3. When promoted, was replaced by two persons.
 4. Mentored several salespersons, including one who is now considered an industry leader in his field.
 5. Local HBA award winner
 - **Regional sales-marketing manager**
 1. Transformed an unprofitable sales operation of 7 million a year into a profitable one in eighteen months and grew volume to 21 million within five years.
 2. Created the prototype regional marketing plan for company.
 3. Drafted and helped implement the National Manufactured Housing sales program.
 4. Was an active member of the new product design team.

Education

- **Houston Graduate School of Theology** High Point, NC
 - M.T.S., counseling, leadership
- **Georgetown College** Georgetown, KY
 - A.B., English, minor Psychology
- **Southeastern Christian College** Winchester, KY
 - AA, English
- **North Carolina Builders Institute** Raleigh, NC
 - Certified Accredited Builder
- **National Association of Home Builders** Washington, DC
 - Certified Green Professional
- Various one-day workshops on sales, marketing, leadership, communication, OSHA fall protection, Train the Trainer, Negotiating to Win

Other Interests

- Author of *Selling to Builders* [now in second edition] by BuilderBooks.com-the publishing arm of National Association of Home Builders.
- Author of *Transforming Lives, Renovating Homes*, for the AIP market professional.
- Teacher with the North Carolina Home Builders Institute, currently teaching eleven courses.
- Active in local church.
- Active supporter of Habitat for Humanity.
- Enjoy playing golf.
- Avid reader.

References on Request

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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: Text amendment to add "Planned Unit Development" zoning district

AGENDA ITEM #: IV-A (I)



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 5 minutes

DEPARTMENT: Planning

CONTACT PERSON: Matthew Johnson, AICP

SUMMARY:

The proposed amendment would add "Planned Unit Development" (PUD) as a base zoning district to the Land Development Ordinance (LDO). As proposed, the PUD district would be highly flexible for future development, but will require the strict review of both Planning Board and Town Council prior to implementation.

PUD's are generally used to regulate larger scale developments using unified land development practices which encourage a mixture of various types of land uses while maximizing open spaces and recreational opportunities. PUD's offer increased flexibility in design to potential developers, yet still require the strict review by appointed and elected bodies. The enhancement of the bargaining process between the developer and municipal elected leaders generally leads to higher quality developments for communities.

Due to the ongoing issues surrounding COVID-19 and the Governor's orders to limit public gatherings, the staff recommend continuing the public hearing until the June 16, 2020, meeting. At that time, it is the recommendation of staff that the Town Council proceed with a public hearing a subsequent vote on this topic, even if the public hearing must be held during a remote meeting. The staff will work with Council on the appropriate methodologies for conducting such a hearing and vote.

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED: Staff suggests Town Council

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Move to continue the public hearing until the June 16, 2020, regular meeting without further advertisement.

FOLLOW UP ACTION NEEDED:

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

Town Attorney
Beth Koonce



Council Members
Martha Stafford Wolfe, Mayor Pro Tem
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Lawrence Straughn

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Text amendment to Water/Sewer Ordinance

AGENDA ITEM #: IV-A (II)

☐

CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Public Services

CONTACT PERSON: Paul Blanchard, PE

SUMMARY:

Due to the declaration of a State of Emergency by the State of North Carolina which impacted the Town's normal water/sewer operations, it became necessary to add a clause to allow the Town to temporarily modify its normal operations in the event of a State of Emergency declaration. The language in section XII will allow the Town to comply with Federal and/or State requirements in the event of a similar scenario in the future.

Due to the ongoing issues surrounding COVID-19 and the Governor's orders to limit public gatherings, the staff recommend continuing the public hearing until the June 16, 2020, meeting. At that time, it is the recommendation of staff that the Town Council proceed with a public hearing a subsequent vote on this topic, even if the public hearing must be held during a remote meeting. The staff will work with Council on the appropriate methodologies for conducting such a hearing and vote.

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION: Move to continue the public hearing until the June 16, 2020, regular Council meeting without further advertisement.

FOLLOW UP ACTION NEEDED:

Ordinance for the Operation of the Water and Wastewater System of the Town of Jamestown



*Initially adopted on February 20, 2007
Amended September 18, 2012
Amended on May 15, 2018
Amended on June 16, 2020*

Ordinance for the Operation of the Water and Wastewater System Town of Jamestown

(Adopted February 20, 2007)
Updated June 2020

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Ordinance for the Operation of the Water and Wastewater System Town of Jamestown

Adopted February 20, 2007
Updated May 15, 2018

I. INTRODUCTION

A. PURPOSE

The Water and Sewer Ordinance is intended to define the operations and methods for extensions to the Town of Jamestown utility systems. The Ordinance further establishes procedures for installing new services and the financial obligations thereto.

B. OBJECTIVES

The Town's primary objective is to provide reliable and affordable utility service to its existing customers. New customers to the system are therefore expected to share in a majority of the expense for their new services. The specific objectives of this Ordinance are to:

1. Define how requests for new service shall be submitted to the Town.
2. Define the facilities necessary to provide new services.
3. Define the construction responsibilities for these new facilities.
4. Define the financial responsibilities for these new facilities.
5. Establish funding mechanisms for private contributions to publicly funded utility extensions.

C. DEFINITIONS

The following terms shall be given the meanings hereinafter ascribed:

Accidental Discharge – Any release of wastewater which, for any unforeseen reason, fails to comply with any prohibition or limitation in this Ordinance or a discharge permit.

Building - A structure as defined in the State Building Code.

Connection - That part of the water or wastewater service line which runs from the main to the property line, including all appurtenances to make the service complete and ready for use.

Consumer - The person legally or equitably responsible for the payment of charges for water or sewer service on any premises.

Improved street - Any street having a wearing surface of concrete, brick, stone block, asphalt, or any bituminous compound.

Inflow - Water which enters the sanitary sewer system during rainfall events, through defective pipe or appurtenances in the sewer main or in the service connections or by way of illegal connections (i.e. roof drains, area drains).

Lateral - That portion of the water or sewer connection which include the meter box, meter setter and connection but excludes the meter.

Main - The water or wastewater pipe usually laid in a street generally running parallel to the property line which distributes water or collects wastewater.

Major Facilities – facilities defined by the Town of Jamestown Water and Wastewater Plan. Major water facilities generally consist of the treatment works, storage facilities, pumping facilities and water transmission lines 12 inches in diameter and larger. Major wastewater facilities generally consist of the treatment works, pumping facilities with capacity in excess of 700 gallons per minute and sewers 12 inches in diameter and larger.

Meter Fee – a fee paid by all new customers to defray, in part, the cost of the installation of a meter.

Minor Facilities – facilities to provide local service, which are not defined by the Town of Jamestown Water and Wastewater Plan.

Occupant - The consumer who is actually in possession or control of any premises.

Owner - The person having legal or equitable title to any premises.

Person - Any individual, partnership, co-partnership, firm, company, corporation, association, Joint Stock Company, trust estate, government entity or their legal representative agents or assigns.

Premises - Land, building, or other structure and appurtenances thereto.

Sewer – Municipally-owned sanitary sewer line. The public portion of the sanitary sewer system.

Service line - Small line which may service a house or a limited number of structures and which may be in the street or on private property, connecting the customer to the Town system at the point of sale.

System Development Fee – a fee paid by all new customers to defray, in part, the cost of extending the major facilities to new service areas.

Urban Growth Areas – the areas around Jamestown considered by the Town to be viable candidates for incorporation into the Town. The areas are bounded by the Urban Growth Boundary, as established by the Town Council, and are reflected in the Town's various Capital Improvement Plans.

Waste (domestic) - Wastewater generated from human waste or any wastewater with concentrations at or below the pollutant specific numerical concentrations published by the EPA as "domestic concentrations" and not subject to any other discharge standards or requirements.

Waste (Properly shredded garbage) - Shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-quarter inch (1/4") in any dimension.

Wastewater System - Shall mean facilities for collecting, pumping, treating, and disposing of wastewater and industrial waste.

Water line – Municipally-owned water service line. The public portion of the water delivery lines.

II. PROVISIONS OF SERVICE

A. PETITION

Any interested party may request water and/or sewer service from the Town. If the service is to be provided within the corporate limits and adequate public water and sewer lines are available adjacent to the property, service may be provided upon approval of plans and payment of the applicable fees. If the service is to be provided outside the corporate limits or requires extension of a service line, a formal petition for service shall be submitted to the Town Manager for consideration.

Every application for water or wastewater service shall list on forms provided by the Town; the property owners, the street on which the lot is located, and the number of the house and/or building. When the size of the service and the applicable fees of the connection have been determined and upon approval of plans, the applicant shall pay the fees and shall be issued a permit for the desired connection. The Town shall have no responsibility for the design of a sprinkler or other fire protection system. Application for a connection to serve such a system shall be made exactly as outlined above except that the size of the connection desired shall be placed upon the application. For service connections to existing water and sewer lines, a license utility contractor shall install water and/or sewer infrastructure from the main to the property line and shall be responsible for all excavations, laying of pipes, backfilling and pavement replacement. All work done by the utility contractor shall be inspected prior to the completion of the work and/or the placement of any backfill which may obscure the work completed by the Town of Jamestown. Installation by an approved utility contractor shall be by approved plans and shall be inspected by Department of Public Services personnel. The installation of all laterals or settings of the required meters shall be done only after payment of appropriate fees and approval of an application for service.

All petitioners located outside of the Town's corporate limits which are requesting new or modifications to existing utility service shall, at the request of the Town, file a petition for annexation to the Town. The Town will generally consider annexation and extension of utilities to areas that fall within the Town of Jamestown's area according to the Annexation agreement boundaries established between the Town of Jamestown and the cities of Greensboro and High Point. Failure to file a petition for voluntary annexation or satellite annexation on notice from the Town shall result in immediate termination of water and/or sewer service.

B. TOWN RESPONSE

Upon receipt of a petition to extend a water and/or sewer main, the Town Council has the following four options for response:

1. Install the utility extension at the Town's expense.
2. Approve and allow the petitioner to install the utility extension at their expense.
3. Install and jointly finance the extension in cooperation with the petitioner.
4. Deny the request.

The criteria under which an option will be chosen are generally defined herein; however, the Town Council may act according to any aforementioned option, which it feels is in the best interest of the Town.

The Town Council may also extend water and/or sanitary sewer mains on their own volition without receipt of a petition and assess the cost or collect utility fees as described herein, from those who connect to the main.

Service Outside Corporate Limits

III. GENERAL POLICY

It is the general policy of the Town of Jamestown to provide water and sewer utility services only to properties within the corporate limits of the Town and to allow the extension of such lines to serve properties only within the corporate limits. No water or sewer service shall be provided to any property outside the corporate limits of the Town of Jamestown unless the owner of that property petitions for voluntary annexation, and the Town Council approves that annexation prior to the receipt of water and sewer services, or the owner applies for and the property meets an exception to this general policy. Those exceptions are provided for in Section IV, Exceptions to the General Policy, which follow.

IV. CONDITIONS OF SERVICE OUTSIDE CORPORATE LIMITS

All water and wastewater service to new customers outside the corporate limits who are connecting onto water and/or wastewater lines which were not installed under the agreement between the Town of Jamestown and Guilford County shall be allowed to connect onto the respective lines only on the following conditions:

(a) Privilege fees, in lieu of assessments, shall be charged at the same rate as is currently applicable under the contract between the Town of Jamestown and Guilford County.

(b) System Development Fees shall be charged at the rate as specified for outside the corporate limits.

(c) An agreement shall be signed by the customer to abide by all pertinent Laws, Rules, Regulations and Contracts on file with the Town Clerk including the following conditions:

(1) Any unpaid water or wastewater bill shall be and remain a lien upon the property served until fully paid.

(2) No deposit shall be required of an owner of any premise. Deposits shall be required of all tenants in accordance with this ordinance.

(3) No person, other than a municipality, may sell or offer for sale any water purchased from the Town of Jamestown.

(4) Any property owner who is to be permitted to connect onto an existing Town of Jamestown water and/or sewer line, or extend a water and/or sewer line shall, prior to connecting or extending the lines, execute a Utility Agreement and Annexation Petition with the Town prior to connecting to or extending the line. Such agreement shall be binding upon the heirs and successors in title.

(5) In order for any property which is, or becomes, located within another municipality to receive, or continue to receive water and/or wastewater services from the Town of Jamestown, the owner or occupant shall pay those charges established pursuant to an agreement between that municipality and the Town of Jamestown.

(6) These provisions may be revised or modified at any time by the Town Council. Such Council approved revisions, modifications, or policy changes shall supersede these eligibility requirements.

V. EXCEPTIONS TO THE GENERAL POLICY

An owner of a property that is located outside the corporate limits may be permitted to connect onto existing Town of Jamestown water and sewer lines when the owner applies for an exception to the general policy and the following requirements are met:

- A. A Technical Review Committee (TRC) determines that the property meets one of the following conditions:
 - 1. Annexation of the property is prohibited due to statutory or legal constraints;
 - 2. The town is unable to effectively deliver all services to the property; or
 - 3. The location of the property, relative to the location of the primary corporate limits and Town services, makes the delivery of Town services to the property impractical due to costs or physical constraints.
- B. All the following requirements shall be met:
 - 1. All plumbing fixtures and facilities shall be in compliance with the appropriate building codes and/or Guilford County Health Department regulations.
 - 2. The use of the property is limited to one dwelling unit or nonresidential establishment located on a property three acres or less in size. However, the Town Council, upon a formal written request by the property owner, may approve service to a larger property or for more than one dwelling unit on a property if the Town Council determines that such actions are not in conflict with Town interests.
 - 3. The owner executes a written agreement with the Town, committing to submit a voluntary annexation petition upon request by the Town, in accordance with Section V (D) "Agreement", of this policy.
- C. Connections to Town water or sewer lines shall not be authorized until the Town Council has received notice of the Technical Review Committee's decision and such decision shall not be effective until the day after the next regular meeting of the Town Council.
- D. Written Agreement

Prior to a property receiving water and/or sewer services as an approved exception to this policy, all owner(s) of such property must execute a written agreement with the Town. In such agreement and in return for water and sewer service, the property owners shall declare and agree that as long as the property remains outside the corporate limits of the Town of Jamestown:

- 1. That the property shall be subject to the Town's minimum outside water and sewer rate schedule for water and/or sewer service;
- 2. That the property shall not be further divided or subdivided to create more lots or principal building sites;
- 3. That the property owner, or their successors or assigns, upon sufficient notice by the Town, shall execute any and all documents required to accomplish voluntary annexation;
- 4. That if following notice, the owner fails to execute action to accomplish voluntary annexation, then the city shall terminate water and/or sewer services to the property;
- 5. And, that the owner shall not oppose or support opposition to an annexation initiated by the Town of Jamestown that includes any or all the property to which

water and sewer service was provided by the Town of Jamestown pursuant to this policy.

VI. REQUIREMENTS OF CONNECTION

A) REQUIREMENTS OF CONNECTION

Connections to Town water and sewer lines are to be made within 30 days. Within 30 days from the time water and/or sewer lines are completed and ready for use, the abutting property owners shall cause such property to be connected to both water and/or sewer lines. If both water and sewer are available the property owner must connect to both at the time of connection, provided that the property owner is notified, in writing, of the installation of said lines. The property owner shall have 30 days after such notification to make the connection. At the time a water connection is made to the town water system, all cross-connections as defined in the Backflow Prevention and Cross Connection Control Policy shall be disconnected. Under no conditions will interconnected dual water supply systems be permitted. This requirement may be waived by the Director of Public Services if, in his opinion, a health condition does not require immediate connection.

If, during the extension of the water and sewer system pursuant to means other than by public necessity or sufficient petition, water and/or sewer service becomes available to adjacent property served by these extensions, no assessment shall be levied, but applicable service connection fees still apply. However, if service is later requested by an adjacent property owner, current fees for connection shall become due. This fee shall be the current assessment rate in effect at the time of request for service. This fee shall be in effect for all property along existing road frontage affected by this extension.

In those areas annexed into the town, the owners of the properties abutting streets where water and/or wastewater are available shall at the time of annexation be required to connect onto water and wastewater lines within one (1) year from the effective date of annexation. This requirement may be waived by the Director of Public Services if, in his opinion, a health condition does not require immediate connection.

However, if the property abutting streets with water and wastewater has a malfunction of a well or septic tank serving the property, then the owner will be required to initiate connection to both water and wastewater, as available, immediately after being notified in writing either by the Town of Jamestown or the Guilford County Health Department.

It is the policy of the Town of Jamestown that all properties within 600 feet (as measured along public easements or rights-of-way) shall be required to extend public utility lines and shall be required to connect to the Town's utility system at the applicant's expense. Plans showing the proposed utility lines shall be submitted and approved by the Town prior to installation. The Technical Review Committee may grant exceptions to this policy when it is determined that a health condition does not require immediate connection or it does not meet the Town's interests to require such connections.

In coordination with connection to Town water and/or sewer utilities, any open dug well on the premises shall be disconnected and/or abandoned per State and County Health requirements and, after a wastewater connection is made, any privy pit or septic tank after being cleaned shall be filled with clean compacted earth to the level of the ground surface.

B) DISAPPROVAL OF APPLICATION

If, in the opinion of the Public Services Director, the water and/or wastewater connection applied for will be of such size or character as to put too great a demand on any part of

the system and disrupt the Town's ordinary service, he shall disapprove the application until such time as adequate means are provided to eliminate the unsatisfactory condition. If, at any time, changes are made by a consumer in his service requirements so as to create an unsatisfactory condition in the Town's water or wastewater service, the Public Services Director shall require the consumer to adopt remedial measures to eliminate the unsatisfactory condition. If the waste proposed to be discharged into the Town's sewerage system is in the opinion of the Public Services Director, of such a nature or of such quantity as to overload the existing sewage collection or treatment facilities, he shall disapprove the application and require the applicant to adopt remedial measures to eliminate the unsatisfactory condition. An appeal from the ruling by the Public Services Director may be made to the Town Manager whose decision shall be final. The Town shall in no way be responsible for any cost or inconvenience caused by a change in service requirements after an application has been approved or by an installation before the application has been approved.

C) CONNECTIONS PROHIBITED

No person shall cause any stormwater runoff or unapproved water discharge (via open gutter, rain water conductor, cesspool, privy vault, or steam exhaust, or other steam apparatus) to be connected to any wastewater line without specific permission from the Public Services Director. The town will allow a drain from a dumpster pad to be tied to the sanitary sewer if the area is curbed and no water other than that which falls on the dumpster will be drained to the sewer. A one-time pad charge will be made based on a 400 square foot area and 45 inches of rainfall annually.

D) SEPARATE WATER AND WASTEWATER CONNECTIONS AND METERS

Required: Each building shall have a separate water meter and where practical shall have a separate water lateral. In the event that one lateral is approved to be used for two buildings, or used to serve two or more meters for the same building, an approved separate cut-off shall be provided for each meter. Where practical, each building shall have a separate wastewater connection or otherwise must be approved by the Director of Public Services.

E) OWNERSHIP OF CONNECTIONS

All meters, boxes, pipes and other equipment furnished and installed by the Town for water or wastewater connection shall remain the property of the Town. If, after an installation is completed, the property owner requests that a meter or lateral be changed in size and this request is approved by the Public Services Director or his designee, the property owner shall pay for the change of lateral as though it were a new connection and shall pay or be refunded the difference of the cost of meters in the original and new installations according to the current price of the two meters.

F) MAINTENANCE OF METERS AND CONNECTIONS

All meters and water and wastewater connections at the public main installed by the Town shall be maintained by the Town at the Town's expense with the exceptions below:

- (a) Meters as otherwise outlined by this policy.
- (b) The property owner will be responsible for maintaining the area around the meter in good repair per Public Services Department Standards. The meter box will be at ground level and not covered with dirt, debris, etc. The meter reader shall be able to read the meter without hindrance from brushes, trees, flowers, fences, etc.
- (c) If inadequate access is provided for reading and maintaining the meter, written notice will be given to the property owner to correct within 90 days. If not corrected within 90 days,

an additional charge shall be applied per billing in addition to estimated charges. Furthermore, water and sewer may be terminated if not corrected.

G) CONNECTION OF UNAPPROVED SUPPLY

No part of the plumbing served by the town's water system shall be connected to any other source of water supply. If upon any premises both Town water and water from any other source are used, the piping shall be completely separate. Pipes carrying water from a source other than the Town's supply shall be painted a pre-approved color code or marking system and verified through the Guilford County Inspections Department.

H) BACKFLOW PREVENTION

All water lines connected to the water distribution system owned and operated by the Town of Jamestown shall be subject to the requirements of the Town's Backflow Prevention and Cross Connection Control Policy. Upon notice from the Town of Jamestown Public Services Department, the customer will be required to have the backflow prevention device and cross connection control device(s) tested by a certified tester. The customer will submit satisfactory test results to the Town of Jamestown Public Services Department within 30 days of notice. Failure to properly test could result in discontinuance of service. For further information, please consult the Town of Jamestown's Backflow Prevention and Cross Connection Control Policy.

I) EXPANSION OF SYSTEM

It is the policy of the Town to extend, or allow for extension, of Town water and sewer service to developments to provide for the orderly growth of the Town. Participation by the Town will be at the option of the Town Council based on the total benefit to the Town.

The developer shall absorb the entire cost of water and sewer extensions to the development property. As required, the developer shall extend water and sewer utilities through the property or across the property roadway frontage in order to serve adjacent properties. Reimbursement for oversize lines will be at the discretion of Town Council in the same manner as stated in the Oversize Pipe Reimbursement section.

Water and sewer extensions not specifically covered by existing policy will be as negotiated and contracted for between the Town and the developer.

The Town of Jamestown will maintain a process for approval of the construction or alteration of the water distribution and/or the wastewater collection system. The process will incorporate all requirements of the Division of Water Quality and/or the Division of Environmental Health for certification of the program. All design must be based on Town design requirements. Upon completion of the construction or alteration of the distribution or collection system, the applicant shall submit a statement to the local approval program signed by a licensed professional engineer stating that construction was completed in substantial accordance with the approved plans and specifications and revised only in accordance with NCDENR regulations.

J) WATER AND WASTEWATER CONNECTIONS

Upon designing improvements to a street the Town may stub out water and wastewater connections to each buildable lot. When a connection terminates at the curb line, the connection shall not be extended to the property line and the meter set until the owner of the property or his agent applies for such connection. When the connection terminates at the property line, the meter shall not be set and the wastewater or water connection shall not be used until the owner of the property or his agent applies for service.

K) OVERSIZE PIPE REIMBURSEMENT

The developer of a new subdivision shall be responsible for the cost of the installation of water and sewer lines, and all appurtenances, as required by the Town of Jamestown. The property owner or engineer is required to investigate serving adjoining properties with water and sewer service and report such findings to the Public Services Department. If it is determined by Town staff that extension of utilities through the development is feasible, the developer will be required to extend the lines at their expense. Any participation by the Town will be at the option of Town Council based on total benefit to the town. Any water or sewer main that passes through a new development can be used by the Town to serve areas beyond the new development. If the Town deems necessary, it may require the developer to install a line in excess of the standard line diameter required to serve the development. The difference in costs between the standard main required by the development and an oversized line shall be the responsibility of the Town and is outlined below.

1) Water Improvements

If the developer, with his engineer, will design the water system to Town standards, provide all necessary surveying, install all pipes, laterals, and appurtenances, inspect the construction, and furnish final "as-built" plan and profile drawings in accordance with the Town's design criteria and with the Town's approval of plans, the Town will:

- a) Review the construction inspection for conformity to the approved plans and Town requirements.
- b) Reimburse the developer for oversized water lines which are required to serve areas other than those within the development.
- c) All quantities submitted for payment shall be verified by a Professional Engineer licensed by the state of North Carolina. In no case shall the reimbursement exceed the developer's actual contract cost.

2) Sewer Improvements

If the developer, with his engineer, will design the sewer system to Town standards, provide all necessary surveying, install all pipes, laterals, and appurtenances, inspect the construction, and furnish final "as-built" plan and profile drawings in accordance with the Town's design criteria and with the Town's approval of plans, the Town will:

- a) Review the construction inspection for conformity to the approved plans and Town requirements.

- b) Reimburse the developer for oversized sewer lines which are required to serve areas other than those within the development.
- c) All quantities submitted for payment shall be verified by a Professional Engineer licensed by the state of North Carolina. In no case shall the reimbursement exceed the developer's actual contract cost.

3) Reimbursement Contract Based on Developer Pricing

Should the developer's contract unit prices be less than the rates stated above, a reimbursement contract will be prepared based on bid tabulations submitted by the developer (as prepared by his engineer). The contractor installing the improvements shall be approved by the Town. The contract shall be approved by the Town Council prior to the developer beginning with any reimbursable work. Payment may be withheld for any improvement work subject to reimbursement that commenced prior to Town Council's decision.

Copies of the construction contract and cost invoices shall be submitted to the Town. The Town shall be party to and approve contract and plan modifications.

After installation, a North Carolina licensed engineer shall submit a letter of certification stating that the improvements have been inspected and constructed to Town standards and the costs submitted for reimbursement are true and accurate. In no case shall the reimbursement exceed the developer's actual contract cost.

4) Reimbursement Contract for Oversize Pipe

Should the pipe size not be represented in the above rate information and the Town Manager has approved the concept of oversizing the pipe for the benefit of the Town, then a reimbursement contract will be prepared based on bid tabulations submitted by the developer (as prepared by his engineer) and the most recent applicable Town contract unit price. The contractor installing the improvements shall be approved by the Town. The contract shall be approved by the Town Council prior to the developer beginning with any reimbursable work. Payment may be withheld for any improvement work subject to reimbursement that commenced prior to Town Council's decision. In no case shall the reimbursement exceed the developer's actual contract cost.

Copies of the construction contract and cost invoices shall be submitted to the Town. The Town shall be party to and approve contract and plan modifications.

After installation, a North Carolina licensed engineer shall submit a letter of certification stating that the improvements have been inspected and constructed to Town standards and the costs submitted for reimbursement are true and accurate. In no case shall the reimbursement exceed the developer's actual contract cost.

VII. APPLICATION AND FEES

Application and Charges

1. Application for Service

A service charge for all water accounts inside and outside the Town shall be necessary for each new application for water service. Applications for water service shall be made in writing. Each applicant must provide proper identification and only members of the immediate family and/or relatives may be authorized to sign for the applicant. If the property owner has a property management company representing them, the Public Services Department reserves the right to require a document stating that the management company has been empowered by the property owner to sign up for application and oversee the property. It is the property owner's responsibility to make sure the Town of Jamestown Public Services Department is notified if there is a change in the management company overseeing the property. It is also the property owner's responsibility to let Public Services know when the tenant moves out of the property. If application is made for water service to premises on which delinquent water rents are or may be due, the application may be honored but the owner of the property will be advised in writing that delinquent water rents are due, or may be due on the premises, and that if these charges are not paid, they shall become a lien against property and shall be subject to advertising with possible foreclosure of property. If it is determined that any person has moved from a previous location leaving an unpaid water bill, then that person will be provided water service if all delinquent water bills and penalties charged to him, or his or her spouse, if they were living together are paid. If these delinquent water bills are not paid at the time application is made or if thirty (30) days have elapsed since previous service has been terminated, the current account without further notice, will be discontinued and delinquent fees added as per this ordinance. Two final bills will be sent to the new address. The customer, prior to the due date of the final notice, has a right to appeal the bill to the Town Manager. The Town Manager's decision regarding the appeal will be final.

2. Deposit Required

When any tenant of any premise makes application for water to be furnished to such premises, he or she shall be required to make a deposit as hereinafter set out to guarantee payment of the final water bill due upon termination of the water service. The deposit shall not be applied to a delinquent water bill, unless the delinquent water account is determined to be the final bill and service is terminated. When such tenant has the water finally cut off, he shall upon payment of all water bills due, be entitled to the return of his deposit, or any balance thereof. If such tenant vacates the premises without notifying the Town of Jamestown and having the water cut off, he shall forfeit any balance of such deposit remaining after the water bill has been deducted there from. The amount of such required deposit shall be set in a separate fee schedule which is adopted by the Town Council.

The making of the deposit required by this ordinance shall not relieve any premises of liability for the payment of any water bill incurred by any tenant. Every landlord renting or leasing premises to tenants required by this ordinance to make deposit, shall immediately notify the Town of Jamestown upon the occupation or vacation of the rented or leased premises by the tenant.

3. Sewer Service Charges

The owner of any property receiving sewer service and not using Town water, except as hereinafter provided, shall have the option of installing and maintaining without cost to the Town a meter or meters to measure the quantity of water received from any source other than the Town's water supply system, but discharged into the Town's sewers. Such meter or meters shall be installed only under the supervision and in accordance with the plans

and specifications of the Town or they will be charged an annual wastewater charge as approved by the Town Council.

4. Water Not Discharged to Wastewater System

Any consumer who uses water from the Town's water system for an industrial or commercial purpose so that the water used is not discharged into the wastewater system of the Town shall not be charged for sewer service on said quantity; provided that the water used for such industrial or commercial purposes and not discharged into the Town's wastewater system shall be accurately measured at the expense of the consumer. Any consumer using water from the Town's water system for purposes other than commercial or industrial, so that the water used is not discharged into the wastewater system of the Town, may install and maintain without cost to the Town a meter or meters to measure the quantity of water used but not discharged into the Town's wastewater system. Such meter or meters shall be installed under the supervision and in accordance with the plans and specifications of the Town. He shall not be charged for wastewater service on quantity.

5. Discontinuance of Service

When any account holder becomes delinquent in the payment of a regular service bill (does not pay by the due date noted on the bill), then water service is subject to be discontinued. If the bill has not been paid by the due date, then a late fee will be imposed. The water will be cut on after the bill, late fee, and reconnect fees have been paid. Non-payment fees will be imposed during work hours (Monday – Friday, 8:30 – 5:00), and additional fees will be imposed after business hours. If a consumer pays a service bill with a check that is returned unpaid for any reason, the consumer shall be informed of this occurrence and shall be given written notice mailed to the address given in his application that a fee shall be added to the account for processing the returned check. The consumer then must pay the bill and returned check fee in cash. After a consumer has three (3) checks returned, the consumer will be put on a cash-only basis.

If the returned check is not picked up and the service bill and accumulated fees not paid within seven (7) calendar days, then water may be cut off.

Upon death of the account holder (or one account holder, if more than one), the account will be closed and a new account must be opened to continue service.

6. Meters, Devices, and Testing

All meters or other measuring devices installed or required to be used shall be under the supervision and control of the Town and shall be installed and maintained at cost to the owner of the property. Meters or other devices installed for the purpose of determining the quantity of water not discharged into the Town's sewers shall be kept in repair, whether caused by ordinary wear and tear or other cause, and bills for repairs made by the Town shall be added to and become a part of the wastewater bill. Any consumer may have a water meter test made by advance payment of the fee schedule based on meter size.

If the consumption shown on the meter in question is greater than twice the average consumption for the preceding six months, and the reason for such an increase cannot be determined, the fee for testing the meter shall be waived. Since the most accurate water meters suitable for general use require a margin of approximately two and one-half percent for error, any meter which shows upon testing an error of not greater than two and one-half percent, it shall not be considered defective. If the meter is found to be over- registering in excess of two and one-half percent, refund shall be made for those billing periods up to one year in an amount equal to the total over-registration, and the fee paid for the test shall be refunded.

7. Adjustment of Overcharges

The Finance Officer, or his designee, shall have the authority to adjust any water bill,

provided the charge is excessive and the cause of the excessive bill has been corrected, based upon the following conditions:

(a) If the cause is a defect in a plumbing fixture and the water is returned to the wastewater system, the adjustment shall be calculated by determining an average water bill for the preceding year and writing off one-half (1/2) of the water and wastewater bill above an average bill.

(b) If the cause is a burst pipe or an underground leak and the wastewater is not returned to the sanitary sewer system, the adjustment shall be calculated by determining an average water bill for the preceding year, and writing off all the wastewater bill and one-half (1/2) the water bill above an average bill. Reasonable precautions must have been taken to ensure that further freezing of pipes will not occur, if this was the cause of the burst pipe.

(d) If the cause is of an undetermined origin, and it does not appear upon investigation that the occupants of the premises served were in any way at fault for the excessive water bill, the adjusted bill shall be calculated the same as in (a) above.

(e) Any excessive residential bill which exceeds its average monthly or quarterly billing by more than two hundred dollars (\$200.00) due to undetermined cause may be rebated in an amount of up to 90% of the amount exceeding the average billing. "Undetermined cause" means a cause which is not attributable to leaks such as burst pipes, underground leaks, and defective plumbing leaks, or known negligent or deliberate use of water. In regard to leaks, it shall be incumbent upon the customer to have the plumbing properly checked and to provide written evidence that there are no leaks on the property side of the meter.

(f) No adjustment shall be made for a period in excess of two billing periods, and not more than one adjustment for an excessive water bill caused by the same condition shall be made within a period of one (1) year, per customer.

(g) The Town reserves the right to demand proof that plumbing repairs have been made before an adjustment is granted.

VIII. MISCELLANEOUS SALES OF WATER & MATERIALS

1. Special Events

It is the preference of the town to sell water using a permanent service connection where practical. In extenuating circumstances where it is not practical to use an existing or proposed permanent service connection and upon approval, water from a hydrant will be furnished for special events that are temporary in nature. These activities include street fairs or carnivals, markets, parade, circus, road show, or other similar event. The temporary user will be billed at the rate in effect for the meter size used. The user may also be subject to sewer charges based on current rates.

2. Hydrant Use

It is the policy of the Town of Jamestown that the opening or closing, damaging, tampering, connection to, or withdrawal of water from any publicly owned or privately owned fire hydrant connected to the Town of Jamestown water system is expressly prohibited, except in compliance with the terms of the Hydrant Use Policy (attached hereto).

Portable meters and backflow prevention devices for connection to fire hydrants may be furnished by the Town after an application and a deposit has been filed with the Public Services Department. The deposit amount will be double for service provided to companies located outside Guilford County. The applicant shall be responsible for any damage to the

hydrant, meter connections, equipment or any claims arising from the installation and drawing of water from either a public or private water system. The cost of any such damage shall be taken from the deposit. A service charge of \$20.00 per month, or any part of the month, shall be made for a meter on a hydrant in addition to the cost of the water used through the meter. After deducting the water rent, service charge, and any cost of damage to the installation, the Town shall refund the balance of the deposit to the applicant as soon as the meter is removed and returned to the Town.

IX. PROTECTION OF SYSTEM

No person shall contaminate any portion of the Town's water supply whether the same is a reservoir, tank, pipe, or treatment facility. Inspectors, Meter Readers or authorized employees of the Town, whose duty it may be to enter upon private premises to examine meters, pipes or other fixtures used in connection with the Town's water and sewer service shall have free access at all reasonable hours to all parts of such premises for the purpose of inspection, meter reading, examination of fixtures, and observation of the manner in which water is used. In case any inspector is refused admittance to any premises for any such purpose or is hindered or prevented from making such examination the water shall be turned off and shall not be turned on again until free access is given.

Tampering with meters and stopcocks - Only a duly authorized employee of the Town shall turn the stopcock installed in each meter box nor shall any person construct or have constructed any bypass around any meter except as may be installed and sealed by the Town. The fact that water is cut on to any premises by an occupant thereof without the knowledge of either the Town or the owner shall not relieve such premises of liability for such unauthorized use of water. Restaurants and food preparation businesses which discharge grease and food waste will be required to install an approved grease trap if one does not currently exist. Any individual or business which discharges any liquid or solids which will cause problems with the sewage collection system or the treatment of wastewater are deemed to be in violation of the code and will be subject to immediate discontinuance of service until the problem causing the discharge can be corrected to the satisfaction of the Town. Additional information may be obtained through the Town of Jamestown Public Services Department.

If a user's service is found to be defective and taking on inflow or if an illegal connection is discovered then the Town will require the user to repair service to acceptable condition. Users will be notified in writing and given 30 days to make necessary repairs. All new plumbing constructed must provide a ground path back to the Town water distribution system. This can be established by the use of a metallic service line, or where PVC service lines are used, an insulated grounding wire attached to the copper plumbing of the dwelling and connecting to the water meter setter. Construction shall be per Town of Jamestown specifications.

X. GUARANTEE OF QUANTITY, QUALITY & PRESSURE

The Town of Jamestown operates its water and sewer systems based in accordance with the Federal and State regulations. The Town does not guarantee the quality, quantity or pressure of its water supply. It is hereby made a portion of the terms on which the Town furnished water to consumers that the Town shall in no case be liable to any consumer for any defect in quality, quantity or pressure. The Town shall not be liable to any consumer for damages resulting from the complete or partial cutting off of water; and no deduction shall be made from any water bill by reason of any such defect or deficiency. In every case where practicable ample notice, by the best means available shall be given when the water is to be cut off from any portion of the Town. No Town employee shall take responsibility for telling a property owner or occupant how best to care for his boiler, heater or other equipment which is affected by the discontinuance, either temporary or permanent. The owner or occupant shall be entirely responsible for his equipment and shall hold the Town in no way responsible for damage thereof.

XL **LEGALITY**

Section 1 – Severability

If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Ordinance.

Section 2 - Repeal of Previous Town of Jamestown Water and Sewer Ordinances

All other previous versions of any ordinances, policies, or rules and procedures related to the use or installation of water and wastewater utilities, are hereby repealed.

Section 3 – Conflict

All other ordinances and regulations and parts of other ordinances and regulations inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict. In the event that sections of this ordinance or policy are in conflict with one another, the more restrictive clause shall rule.

Section 4 – Amendments

The Town of Jamestown expressly reserves the right to amend, modify, rescind, or supplement this Ordinance.

XII. **STATES OF EMERGENCY**

In the event that either the Town, County, State or Federal government declares a State of Emergency, the Town Manager, in conjunction with guidance from the Public Services Director, shall have the authority to suspend, modify, or otherwise alter this ordinance and the methods that the Town uses to provide utility services, including but not limited to maintenance, finance, collections, billing, continuation of services, and other aspects of providing services on a temporary basis to meet the needs of the public and to further ensure the health, safety and welfare of our citizens. Upon lifting of the State of Emergency declaration, the Town shall revert back to the guidance provided here within.

XIII. **ADOPTION AND EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage, approval and publication, as provided by law on this day _____ of _____, 20____.

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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: Discussion of 2020 GTCC Bond Referendum

AGENDA ITEM #: V-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 15 min

DEPARTMENT: Administration

CONTACT PERSON: Dr. Tony Clarke, GTCC President

SUMMARY:

The Mayor and Mayor Pro -Tem met with Dr. Tony Clark, President Guilford Technical Community College about Jamestown supporting their 2020 Bond Referendum. This meeting was held via Microsoft Meet on May 7, 2020.

GTCC is requesting \$86 million for various capital needs to several of their campuses. This Bond Referendum will be included with the Guilford County Schools bond referendum if approved by the Guilford County Board of Commissioners in June, 2020. Dr Clarke will be joining us via Zoom Meet at our May 19, 2020 Council Meeting. Attached you will find a hard copy of the presentation that will be presented by Dr. Clarke.

GTCC is requesting support from our Town Council for the referendum.

ATTACHMENTS: Presentation

RECOMMENDATION/ACTION NEEDED: Resolution of Support for the 2020 Community College Bond Referendum

BUDGETARY IMPACT: none

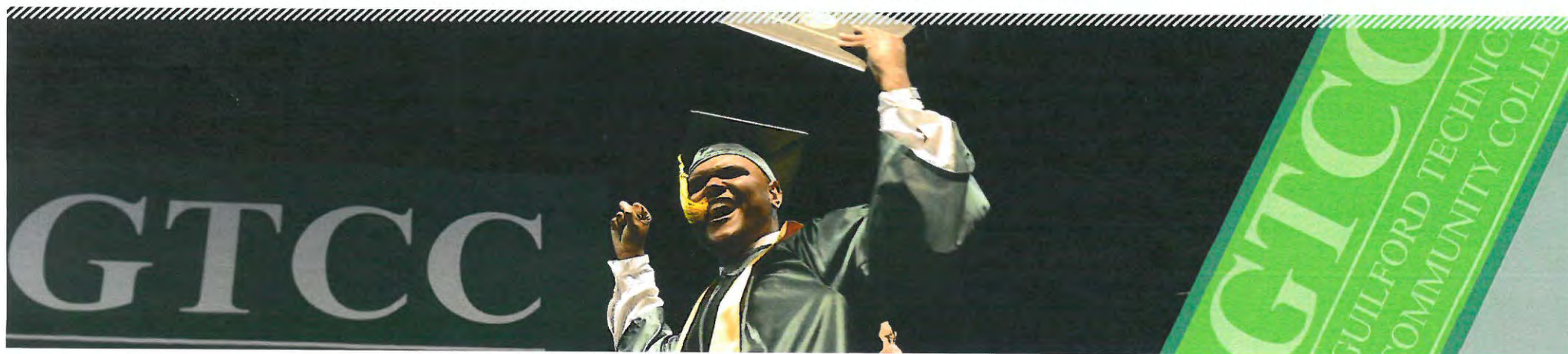
SUGGESTED MOTION: Resolution of Support for the 2020 Community College Bond Referendum

FOLLOW UP ACTION NEEDED: none



2020 Bond Referendum Request

May 2020



Economic Impact – FY2018-2019

On Guilford County

- \$1 billion total economic impact on Guilford County
- 31,396 individuals served
- 15,086 jobs supported – 1 out of every 25 jobs in Guilford County is supported by the college and its students
- 1,838 full-time and part-time faculty and staff, 69% live in Guilford County

Student Investment

- \$9,100 increase in earnings each year compared with a person with a high school diploma or equivalent
- Over \$616 million increased earnings for GTCC students

Taxpayer Investment

- Taxpayers receive a cumulative value of \$3.60 for every \$1 invested in GTCC

GTCC Capital Improvement Plan – 2020 County Bond

PROPOSED REVISED GTCC CAPITAL IMPROVEMENT PLAN 2019-2029

Proposed for GTCC Board Approval - February 18, 2020

Projected Future Needs		Budget
Major Construction and Renovations		
High Point Classroom Bldg and Student Services Center	(N)	\$ 22,500,000
Davis Hall Renovation - Jamestown Campus	(R)	\$ 5,400,000
Williams Hall Renovation - Jamestown Campus	(R)	\$ 5,000,000
Aviation Classroom Building and Parking	(N)	\$ 18,200,000
Learning Resource Center Renovation	(R)	\$ 13,410,544
CDL / Truck Driver Training Program - Greensboro Campus		\$ 2,500,000
Greensboro Student Services Center	(N)	\$ 13,489,552
Public Safety Training Building - Cameron Campus	(N)	\$ 22,200,000
Gerrald Hall Renovation - Jamestown Campus	(R)	\$ 6,000,000
Land Acquisition - Greensboro, High Point, Jamestown		\$ 2,500,000
Center for Advanced Manufacturing Phase II Renovation & Parking		\$ 15,270,207
Hospitality Careers Building Addition		\$ 5,500,000
Jamestown East Central Energy Plant		\$ 3,939,480
New Classroom Building - High Point		See Above
Community Training Center Renovation - Jamestown Campus		\$ 1,704,032
Public Safety Building Expansion		See Above
Jamestown Campus Classroom Building		\$ 13,500,000
Total		\$ 151,113,815

(R) Top four priority repair and renovation projects in March 2019

(N) Top four priority new construction projects in March 2019

- Prioritized list of capital needs
– reduced request from
 - \$151 million (as listed on right)
 - to \$86 million (highlighted in yellow)

Estimated Economic Impact – GTCC Bond Referendum

- GTCC is an essential economic partner for the future of Guilford County.
- GTCC has taken care of the facilities that the county has provided to the college.
- The county's investment is needed to:
 - Provide new facilities to train the workforce to attract employers and help current employers grow to create **JOBS** in Guilford County
 - Prepare Guilford County citizens for good-paying **JOBS**
 - Upgrade facilities to be competitive in attracting students to the college and increasing their success in preparation for fulfilling careers and **JOBS**
- Estimated an 22% annual return on an \$86 million investment
 - The investment is 12% of \$700 million which is in line with what the county has historically funded the college when compared to Guilford County Schools

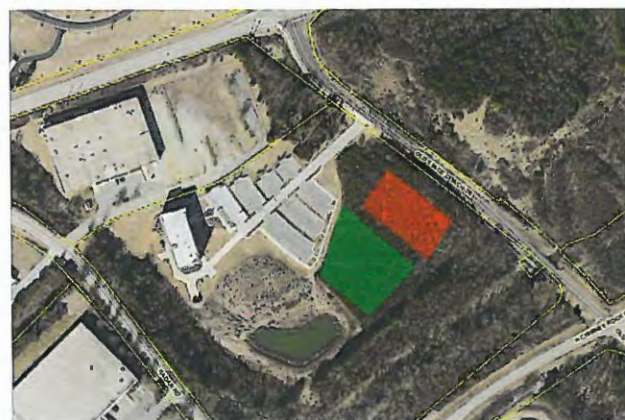
Estimated Economic Impact – GTCC Bond Referendum

- Prioritized list of capital needs – reduced request from \$151 million to \$86 million

Campus Improvement	Investment	Est. Annual Impact	Est. Annual ROI
Aviation Campus	\$18,200,000	\$ 5,655,000	31%
Greensboro Campus	\$ 2,500,000	\$ 4,800,000	192%
High Point Campus	\$22,500,000	\$ 3,070,000	13%
Jamestown Campus	\$18,100,000	\$ 1,092,000	6%
Land Acquisition	\$ 2,500,000	Investment in future growth	
Cameron Campus	\$22,200,000	\$ 4,530,000	20%
	\$86,000,000	\$19,147,000	22%

Aviation Campus – New Instructional Building

- **New two floor, 60,000 S.F. building**
 - Add instructional space for Aviation Systems Technology program to include aviation program labs, classrooms, and open space for plane bodies.
 - Accommodates increasing enrollment to support economic expansion at the airport
 - Estimated Building Cost \$17,000,000



New instructional building (Red) Parking (Green)

- **Site improvements to include additional parking lot for 200 cars and required storm water impoundment facilities**

- Estimated cost for site work \$ 1,200,000

Total Bond amount recommended for Aviation Campus -

\$18,200,000

- **Estimated Economic Impact - \$5,655,000**

- 130 added jobs per year
 - \$43,500 average local salary
 - 31% Annual ROI

Greensboro Campus – New Program Facilities

- **Commercial Truck Driving program**
 - Build a truck driving pad and instructional / storage facility
 - Adds a new program at the Greensboro campus
 - Estimated Building Cost - \$ 1,500,000
- **Site improvements to include additional parking lot for 200 cars and required storm water impoundment facilities**
 - Estimated cost for site work - \$ 1,000,000

Total Bond amount recommended for Greensboro Campus - \$2,500,000



New Instructional Area (Red)

- **Estimated Economic Impact - \$4,800,000**
 - 120 jobs per year
 - \$40,000 average starting salary
 - 192% Annual ROI

High Point Campus

New Instructional Classroom/Student Services Building

- **New three story 55,000 S.F. building**
 - Add flexible instructional space with 21st century technology
 - Add new instructional and office space for GTCC High Point Early/Middle College
 - Consolidate student services to increase customer satisfaction
 - Estimated Costs for building - \$19,000,000
 - **Renovate training space for Furniture Academy**
 - Estimated Costs for building - \$ 1,000,000
 - **Site Improvements include closing Hamilton Street, demo of H1 and H3, Parking Lot for 250 cars and landscaping**
 - Estimated Costs for Site improvements - \$2,500,000
- Bond amount recommended for HP Campus**
\$22,500,000



New instructional building (Red) Buildings to be renovated (Fuchsia)
 Parking lots (Green) Removed buildings (Yellow)

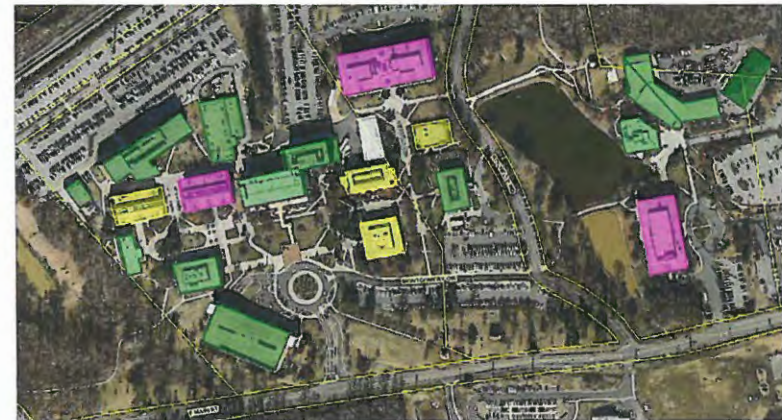
- **Estimated Economic Impact - \$3,070,000**
 - 50 jobs per year; \$25,000 entry level salary
 - 200 additional students; \$9,100 increase in annual earning
 - 13% Annual ROI

Jamestown Campus – Renovation of Existing Buildings

- **Continue renovation of campus buildings**

- Instructional classrooms and labs to create 21st century instructional space
- Address aging HVAC, ADA, and data infrastructure and reduce energy use and costs
- Davis Hall (built in 1984) 28,500 S.F. \$5,400,000
- Community Training Building (built in 1985) 8,272 S.F. (Jamestown Early/Middle College) \$1,700,000
- Gerrald Hall (built in 1970) 29,500 S.F. \$6,000,000
- Williams Hall (built in 1976) 26,900 S.F. \$5,000,000

Bond amount recommended for building renovations at Jamestown Campus - \$18,100,000



Buildings fully renovated or new (Green) Partially renovated (Fuchsia)
Recommended for bond funding (Yellow) Removed (White)

- **Estimated Economic Impact - \$1,092,000**
 - 4,000 students each semester in these buildings
 - 3% increase in retention and graduation rates
 - \$9,100 increase in annual earnings
 - 6% Annual ROI

Cameron Campus – Law Enforcement Training Center/ Classroom Building

- **Creation of a Law Enforcement Training Center including**
 - 2 story, 45,000 S.F. Public Safety classroom building
 - An indoor firing range for both hand gun and long gun qualification
 - 2 story parking facility
 - Will meet all outdoor training requirements for Basic Law Enforcement Training and in-service training for county and regional law enforcement agencies
 - Estimated cost for 45,000 S.F. building - \$14,200,000
 - Indoor firing range (hand gun and long gun rated) \$ 4,000,000
 - Parking facility and site work \$ 4,000,000

Bond amount recommended for Cameron Campus
\$22,200,000

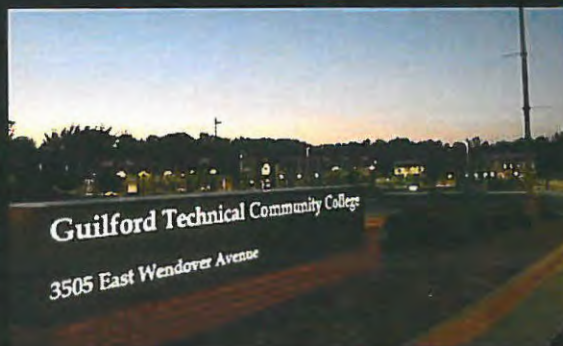


New Building (Red) Parking (Green)

- **Estimated Economic Impact - \$4,530,000**
 - 20 new jobs per year; \$36,500 starting salary - \$730,000 impact
 - 1,000 additional trained officers; \$3,650 salary increase - \$3,650,000 impact
 - 500 additional trained officers from outside the county who stay overnight; \$300 per stay – \$150,000
 - 20% Annual ROI



**Thank You
for your continued
support of
our students,
our employers,
our community, and
our college!**



Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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: Consideration of Pay Classification Updates

AGENDA ITEM #: V-B

☐ **CONSENT AGENDA ITEM**

☒ **ACTION ITEM**

☐ **INFORMATION ONLY**

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 10 minutes

DEPARTMENT: Administration

CONTACT PERSON: Kenny Cole, Town Manager

SUMMARY:

During the April 21, 2020, remote meeting, Council Member Rayborn requested that the Town Manager increase the minimum wage for full-time employees to \$15 per hour beginning immediately, with any COLA and merit increases to apply at such time as they would be available. Council Member Straughn further added direction that the staff adjust employees pay grades accordingly to prevent compression of salaries.

The Finance Director, Accounting Manager, Assistant Town Manager and Town Manager have worked diligently to create a methodology whereby each employee would be treated fairly, compression issues would be avoided, and the minimum full-time employee wage would be elevated from \$14/hour to \$15/hour. Furthermore, staff have been in touch with surrounding municipalities to ensure that their methodology was similar to others in our employment market. This will be included in the FY 20-21 budget which has been presented to you.

In addition, staff found two errors with regards to the Public Services Maintenance Tech I and II positions and have proposed changing those to the appropriate pay grade. Those are highlighted in red on the attached PDF.

In order to implement the new minimum wage classification, the Town Council will be required to vote to implement new pay classification grades which reflect the direction given at the April 21, 2020, remote meeting. These would become effective on June 30, 2020.

ATTACHMENTS: FY 20-21 Pay Classification Grades

RECOMMENDATION/ACTION NEEDED: Staff suggests Town Council consider implementing the new pay classification grades as proposed.

BUDGETARY IMPACT: Will be included in FY 20-21 budget.

SUGGESTED MOTION: Move to approve FY 20-21 Pay Classification Grades as proposed to increase minimum FTE rate from \$14/hour to \$15/hour.

FOLLOW UP ACTION NEEDED:

**Town of Jamestown
Assignment of Grades to Classes
Proposed**

Grade	Salary Range			Empls	Classification	
	Minimum	Midpoint	Maximum			
1	22,198.87	-	28,858.54	35,518.20		
2	23,308.45	-	30,300.98	37,293.51		
3	24,473.51	-	31,815.57	39,157.62		
4	31,200.00	-	40,560.00	49,920.00	Golf Shop Clerk	
5	32,760.00	-	42,588.00	-	52,416.00	2 Sanitation Technician I 2 Public Services Maintenance Tech. I previously under grade 4
6	34,398.00	-	44,717.40	-	55,036.80	Groundskeeper I Sanitation Technician II
7	36,117.90	-	46,953.27	-	57,788.64	2 Public Services Maintenance Tech. II previously under grade 5
8	37,923.80	-	49,300.93	-	60,678.07	1 Groundskeeper II
9	39,819.98	-	51,765.98	-	63,711.98	1 Golf Professional, Assistant 1 Clubhouse Café Manager Equipment Operator I Accounting Technician I
10	41,810.98	-	54,354.28	-	66,897.57	1 Accounting Technician II 1 Groundskeeper III 1 Public Services Water Specialist I Park Maintenance Technician
11	43,901.53	-	57,071.99	-	70,242.45	1 Sanitation Equipment Operator 1 Equipment Operator II Golf Professional
12	46,096.61	-	59,925.59	-	73,754.58	Recreation Supervisor
13	48,401.44	-	62,921.87	-	77,442.30	1 Turf Equipment Mechanic 1 Public Services Water Specialist II
14	50,821.51	-	66,067.97	-	81,314.42	1 Asst. Golf Maint Superintendent

Grade	Salary Range					Empls	Classification
	Minimum		Midpoint		Maximum		
15	53,362.59	-	69,371.36	-	85,380.14	1	Accounting Manager Deputy Clerk
16	56,030.72	-	72,839.93	-	89,649.15	1	Parks & Recreation Superintendent
17	58,832.25	-	76,481.93	-	94,131.61	1	Town Clerk
18	61,773.87	-	80,306.03	-	98,838.19	1	Golf Maintenance Superintendent
19	64,862.56	-	84,321.33	-	103,780.09		
20	68,105.69	-	88,537.39	-	108,969.10	1 1	Public Services Superintendent Golf & Recreation Director
21	71,510.97	-	92,964.26	-	114,417.55		
22	75,086.52	-	97,612.48	-	120,138.43		
23	78,840.85	-	102,493.10	-	126,145.35		
24	82,782.89	-	107,617.75	-	132,452.62	1 1 1	Finance Director Asst Town Manager/Planning Director Public Services Director
25	86,922.03	-	112,998.64	-	139,075.25		
26	91,268.13	-	118,648.57	-	146,029.02		
27	95,831.54	-	124,581.00	-	153,330.47		
28	100,623.12	-	130,810.05	-	160,996.99		
29	105,654.27	-	137,350.56	-	169,046.84		
30	110,936.99	-	144,218.08	-	177,499.18		
Total Number of Full-time Employees						1	Town Manager
						27	

** minimum wage set to \$15/hr

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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 Recommended 2020-21 Budget and CIP

AGENDA ITEM #: V-C



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 20 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

The recommended budget, a summary for all funds, and the budget ordinance is included in your notebook, as well as the recommended CIP. The following contributed to the recommended budget:

We are not recommending a tax increase for Town services for the 2020/21 fiscal year; however the Pinecroft Sedgefield Fire District (PSFD), whom the Town contracts with, is seeking a 2 ½ cent tax increase for County-wide fire service. This means that anyone living within Guilford County would be subject to this increase, if approved by the Guilford County commissioners. For those living outside of Jamestown, they pay the fire district tax directly as part of their property tax bill. For Jamestown residents, since the Town pays PSFD directly for services, then the 2 ½ cent increase will be added on to the Jamestown property tax. The fire district tax is passed through the Town and is combined with the Jamestown property tax, so that it is not broken out separately as on Guilford County tax bills. Thus the tax rate for Jamestown, if the 2 ½ cent fire district tax is approved by the County commissioners for the 2020-21 fiscal year, will increase to \$.493 per \$100 of valuation. At this tax rate, the amount of ad valorem property tax revenues is estimated to be approximately \$2,217,000, based on a prior year collection rate of 99.54%. Tax and tag motor vehicle taxes are estimated to be approximately \$217,000 at the \$.493 per \$100 tax rate. If the County commissioners do not approve the entire 2 ½ cent increase, then the Town property tax rate (and revenues) will be adjusted down accordingly before the budget ordinance is adopted. The Town also adopted a motor vehicle fee of \$30/vehicle per year; the revenue must be used for street maintenance and resurfacing.

It appears that our health insurance premiums will be increasing significantly. We are changing insurance companies to prevent an even more significant increase. The budget includes a 2.3% COLA increase and a 0-2.7% merit increase.

The Town's funding process for non-profits has changed. Although the Town will still be working with the same agencies, the Town will contract with them for services. Until contracts are determined, the budget includes approximately \$100,000 expenditures under the Recreation/Cultural department for such categories as library services, recreation services, and cultural/historical services. The Town will also continue to provide support for the Christmas parade and various veterans events.

We are proposing an increase in water rates of 3.5%. This increase has been included in revenues and expenditures in the Water & Sewer Fund. This is because the water rates from the Piedmont Triad Regional Water Authority, which supplies the majority of the Town's water, are increasing 3.5%. We are proposing a 13.5% decrease in sewer rates. The City of High Point Eastside Treatment Plant sewer project that precipitated the increase has been completed; the Town is a partner in this treatment plant and thus we must pay our share of expenses. We are hoping for a further decrease in 2021/22 as well.

Projects of approximately \$1.6 million are included in the 2020-21 General Fund fiscal year budget. These are all included on the +

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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 Recommended 2020-21 Budget and CIP

AGENDA ITEM #: V-C

☐ **CONSENT AGENDA ITEM**

☐ **ACTION ITEM**

☒ **INFORMATION ONLY**

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION:

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

(Continued)

Projects of approximately \$1.6 million are included in the 2020-21 General Fund fiscal year budget. These are all included on the CIP, as well as about \$2.6 million in sidewalk projects that are set up as capital project funds, so do not impact the operating budget. Water and sewer projects include approximately \$2 million for Eastside Wastewater Treatment Plant and Riverdale Pump Station improvements, as well as approximately \$1.7 million in Town water and sewer improvements.

This budget calls for Fund balance to be used in amounts of \$1.3 million in the General Fund and \$1.9 million in the Water & Sewer Fund to fund capital items.

Recommended 2020/21 budget (total of all funds & excluding inter-fund transfers) shows a 29% increase from the 2019/20 amended budget. The General Fund budget increased 2.98%; the water & sewer budget increased about 64% due to almost \$4 million in capital improvements for water and sewer.

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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 Special Town Council Meeting

AGENDA ITEM #: V-D

☐ **CONSENT AGENDA ITEM**

☒ **ACTION ITEM**

☐ **INFORMATION ONLY**

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Kenny Cole, Town Manager

SUMMARY:

Direction from Faculty of UNC School of Government regarding new legislation requirements:

New legislation passed by the state of North Carolina has dictated new requirements for public hearings during remote meetings for local governments. The new rules for hearings only apply when a public body – including the governing board or any other type of public body – is in a remote meeting. A remote meeting occurs whenever at least one member of the public body is participating remotely. The new laws authorize the use of remote participation, so there is no requirement to have a quorum or the whole board physically present for a hearing, even for the budget hearing.

A public body may conduct any public hearing required or authorized by law during a remote meeting, and take action thereon, provided the public body allows for written comments on the subject of the public hearing to be submitted between publication of any required notice and 24 hours after the public hearing. Although not everyone agrees on this, faculty at the School of Government believe that this means action can't be taken immediately after the hearing. So, the public body would need to recess the meeting or schedule a new meeting after the 24-hour period.

If no member of your board is participating remotely, you don't have to follow the requirements under the new law. But for the budget hearing you do have provide access to anyone who wants to be heard. So, this likely means that you must provide either one or more options for either real time and/or written comments. Additionally, because G.S. 159-12 expressly requires a board to hold a hearing at which any person who wishes to be heard on the budget "may appear," it may well be that a board has to allow any person who shows up for the budget hearing to address the board in person. Of course, the board will have to limit the number of people in the room at any one time to comply with mass gathering restrictions and social distancing guidelines. The result may be that some people have to wait outside the meeting room or even outside the building for their chance to speak at the hearing. Boards will want to think through the logistical arrangements necessary to accommodate all those who wish to take part in the budget hearing.

ATTACHMENTS: None

RECOMMENDATION/ACTION NEEDED: Staff recommends that Council set a date for a Special Town Council meeting

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: Council Member makes a motion to set (date, time, place) for a Special Town Council meeting.

FOLLOW UP ACTION NEEDED:

Mayor
Lynn Montgomery

Town Manager
Kenneth C. Cole

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: Consideration of New Lease Agreement for Library

AGENDA ITEM #: V-E

☐

CONSENT AGENDA ITEM

☐

ACTION ITEM

☒

INFORMATION ONLY

MEETING DATE: May 19, 2020

ESTIMATED TIME FOR DISCUSSION: 10 min

DEPARTMENT: Administration

CONTACT PERSON: Kenny Cole, Town Manager

SUMMARY:

Our current library lease agreement with the Old Jamestown School Association expired on December 31, 2015. Attached you will find a DRAFT lease agreement. The new agreement is formatted similar to our lease agreement with Pinecroft-Sedgefield Fire District. This agreement will be presented for approval at our June Council Meeting.

ATTACHMENTS: Draft Lease Agreement, Current Agreement

RECOMMENDATION/ACTION NEEDED: Discussion

BUDGETARY IMPACT: none

SUGGESTED MOTION: Discussion

FOLLOW UP ACTION NEEDED: Forward to Town Attorney for review.

NORTH CAROLINA

[Library Lease]

GUILFORD COUNTY

THIS LEASE, made this 1st day of July, 2020 by and between TOWN OF JAMESTOWN, a municipal corporation of Guilford County, North Carolina, hereinafter referred to as "LESSOR", and the OLD JAMESTOWN SCHOOL ASSOCIATION, INC, hereinafter referred to as "LESSEE".

WITNESSETH:

1. **Premises.** That in consideration of the payments of rent hereinafter agreed to be paid and the covenants and promises of the parties hereto, one with the other, to be done and performed by them at the time and in the manner set forth, the LESSOR hereby leases unto the LESSEE that certain premises located in Jamestown Township, Guilford County, North Carolina, more particularly described as follows:

The Jamestown Public Library, 200 West Main Street, Jamestown, North Carolina,

TO HAVE AND TO HOLD the Premises upon the following terms and conditions:

2. **Term.** The term of this lease shall be for a period of ten(10) years. The term shall commence on the 1st day of July, 2020 and shall continue for one hundred twenty months(120) thereafter.
3. **Possession, Property Condition and Property.** Possession shall be delivered July 1, 2020. The premises will be delivered in a clean condition with the mechanical systems in good working order.
4. **Rent.** The rental for the term of this Lease shall be One Dollars (\$1.00) annually, payable at the execution of the lease and annually thereafter.
5. **Use and Occupancy.** The Lessee agrees that the demised premises shall be used and occupied only for non-profit educational, community and library purposes only.

Lessee agrees that the premises shall not be used or occupied for any purpose deemed hazardous on account of fire or otherwise, or for any purpose in violation of law, local statutes, ordinances or regulations, and Lessee will except, exonerate and discharge Lessor from all claims on account of any damages or injuries incurred by Lessee by reason of the violation of any such laws, ordinances or regulations.

6. **Utilities and Services.** Those utilities set out in Section 2 (f) (i), (ii) and (iii) of the Operations Agreement.

7. **Maintenance.** Lessor shall maintain the building and grounds, including, but not limited to the structural walls, plumbing, HVAC, doors, ventilation systems, outside repairs and painting and landscaping. Lessee will be responsible for all daily maintenance to interior repairs, including, but not limited to painting, wallpaper, electrical, plumbing, and cleaning to keep the premises in good working order at its sole cost and expense.

8. **Lessee's Responsibilities.** Lessee agrees:

(a) To maintain the Premises in good order and repair, and to surrender them at the end of the lease term in as good of condition as received, reasonable wear and tear excepted;

(b) Not to assign this lease or sublet all or any part of the Premises without Lessor's prior written consent, which will not be unreasonably withheld;

(c) To make alterations, additions or improvements to the Premises without Lessor's prior written consent, which will not be unreasonably withheld; provided, however, that any additions or improvements made by Lessee and attached to the Premises shall become the property of Lessor and remain upon the Premises at the expiration of this lease. Any electrical conduits, electrical wires and switches are to remain the property of the Lessor.

(d) To permit Lessor to enter the Premises at all reasonable times for inspection, maintenance or other reasonable purposes; and

(e) To indemnify and save harmless Lessor against all claims arising out of or connected with: (1) any default of Lessee under this lease; (2) mechanics' or materialmen' liens asserted by persons claiming to have dealt with Lessee; and (3) injury to person or property occurring on or about the Premises, except as caused by Lessor's negligence; including reasonable expenses and attorney's fees.

9. **Fire or Other Casualty.** (a) It is understood that in the event of fire or other casualty, all insurance proceeds shall be paid to Town of Jamestown for the building and its equipment and all insurance proceeds to County of Guilford for equipment and personal property belonging to it.

(b) If any part of the Premises be so destroyed by fire or other casualty that such destruction or injury could not reasonably be repaired within sixty (60) days from the date of such destruction or injury, either party to this Lease shall have the option, upon written notice given to the other party within fifteen (15) days from the date of such destruction or injury, to terminate this Lease, and upon giving such notice this Lease shall be terminated.

10. **Insurance.** Lessor shall carry insurance covering its property located on the Demised Premises. Lessee shall also carry a Commercial General Liability policy of insurance. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence. Said insurance shall name the Lessor as a named insured and Lessee shall provide proof of such coverage to Lessor.

11. **Eminent Domain.** If all or any part of the Premises are appropriated by eminent domain or sold in lieu of condemnation, this lease shall expire as to the portion taken or sold, and rent as to such portion shall be apportioned, as of the date of the taking or sale. Lessee shall not be entitled to any part of any payment made by any condemning authority for the taking or sale. Nothing contained herein shall prevent Lessee from asserting against the condemnation any separate claims for damages to Lessee occurring as a result of the condemnation such as leasehold improvements, personal property, goodwill, cost of removing fixtures or equipment or loss of future profits.

12. **Default.** If the Premises are deserted or vacated, Lessor may at its option, without further notice to Lessee, re-enter the Premises by, summary proceedings or otherwise, expelling Lessee and removing all property therefrom, all without liability to Lessee or anyone else and terminate this lease.

13. **Bankruptcy.** If the Lessee shall be adjudicated as bankrupt, make a general assignment for the benefit of creditors, take the benefit of any insolvency act, State or Federal, wherein a permanent receiver or trustee in bankruptcy shall be appointed for the Lessee, or in the event of any reorganization by the Lessee under Chapters X or XI of the Federal Bankruptcy Act, the Lessor may, as its option, declare this Lease terminated and canceled and take possession of said premises.

14. **Miscellaneous Provisions.**

(a) In construing this lease, the masculine pronoun includes the feminine and neuter and vice versa, and plural may be substituted for a singular or vice versa, in any place in which the context requires.

(b) *This* lease binds and inures to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

(c) Lessor's remedies under this lease are cumulative and do not exclude other remedies to which Lessor may be entitled.

(d) No waiver of a breach of any provision of this lease may be construed to be a waiver of any successive breach of the same or any other covenant or condition of this lease.

(e) Time is of the essence in every particular, especially where the obligation to pay money is involved.

(f) This lease may not be amended or modified except by a "Written agreement executed by the parties.

(g) This instrument contains the entire agreement between the parties as of this day and its execution has not been induced by any promise not expressed herein and no collateral agreements exist relating to the subject matter of this lease.

(h) All notices required or permitted by the terms of this lease shall be given by certified mail and deemed given when deposited in the U. S. Mail postage prepaid to

LESSOR: TOWN OF JAMESTOWN
P. O. Box 848
Jamestown, NC 27282

LESSEE: OLD JAMESTOWN SCHOOL ASSOCIATION, INC.

15. **Quite Enjoyment.** Lessor hereby covenants and agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the continuance hereof have the peaceful and quiet enjoyment and possession of the Premises without any manner of hindrance from Lessor or any person or persons lawfully entering the Premises, save and except in the event of taking of said Leased Premises by public or quasi-public parties as provided in Section 11 above.

16. **Payments.** All monetary requirements in this Lease required of the Lessee shall be due and payable at the Town of Jamestown, P. O. Box 848, Jamestown, NC 27282, until further notice.

IN WITNESS WHEREOF, Lessor and Lessee have caused this lease to be executed in several counterparts, each of which shall be construed to be an original and one copy of which is retained by each of the parties, the day and year first above written.

LESSOR:

ATTEST: TOWN OF JAMESTOWN

BY: _____
Mayor

LESSEE:

ATTEST: OLD JAMESTOWN SCHOOL ASSOCIATION, INC.

BY: _____

NORTH CAROLINA)
)
GUILFORD COUNTY)

AGREEMENT EXTENDING PRIOR LEASE

THIS AGREEMENT, made and entered into effective the 1st day January, 2006, by and between the Town of Jamestown, hereinafter called "the Lessor" and the Old Jamestown School Association, Inc., hereinafter called "the Lessee", both of Guilford County, North Carolina;

WITNESSETH

THAT, WHEREAS on the 21st day of November, 1995, the parties hereto entered into a certain lease which is attached hereto and incorporated by reference whereby the Lessor leased to the Lessee for a period of one hundred and twenty (120) months, beginning on the 1st day of January, 1996 and ending on the 31st day of December, 2005, the premises known and described in the lease which is attached hereto and incorporated by reference; and

WHEREAS, the parties have agreed to extend the period for which the said premises were leased.

NOW, THEREFORE, it is mutually agreed that the premises described in the lease above referred to are hereby leased unto the said Lessee for an additional term of one hundred twenty (120) months beginning on the 1st day of January, 2006, and ending on the 31st day of December, 2015 under the conditions therein set forth; and that all of the terms, conditions and covenants set forth in the above-described lease apply to the additional period of the extension as fully as if set out herein.

IN TESTIMONY WHEREOF, the parties hereto have executed this Extension Agreement as above stated.

TOWN OF JAMESTOWN

By: W. W. Paschke
Mayor

ATTEST:

Martha Stafford Wolf
Town Clerk

OLD JAMESTOWN SCHOOL ASSOCIATION, INC.

By: D. S. Carjion
President

ATTEST:

Alan J. Stief
Secretary

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Cornie S. Queen, A Notary Public of the County of Guilford, State of North Carolina, do hereby certify that Martha Stafford Wolfe personally came before me this day and acknowledged that he/she is Town Clerk for the Town of Jamestown, a municipality and that by authority duly given and as the act of Town, the foregoing instrument was signed in its name by its Mayor, sealed with it's corporate seal and attested by himself/herself as it's Town Clerk.

Witness my hand and official stamp or seal this 18 day of January, 2006.

Cornie S. Queen
Notary Public

My Commission Expires:

4-25-07
[SEAL/STAMP]

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Kelly J. Baker, a Notary Public of the County of Guilford, North Carolina, do hereby certify that Alan J. Ebel, personally came before me this day and being duly sworn acknowledges that he/she is Secretary of the Old Jamestown School Association, Inc., a North Carolina non-profit corporation and that by authority duly given, the foregoing instrument was signed by G.S. Crisfield, President of said corporation, sealed with it's corporate seal and attested by himself/herself as Secretary.

Kelly J. Baker
Notary Public

My Commission Expires:

5-18-10
[SEAL/STAMP]



NORTH CAROLINA
GUILFORD COUNTY

LEASE

THIS LEASE is made and entered into by and between the Town of Jamestown, hereinafter called the Lessor, and the Old Jamestown School Association, Inc., hereinafter called the Lessee.

W I T N E S S E T H:

1. Premises. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor those certain premises in the Town of Jamestown, Guilford County, North Carolina, more particularly described in the exhibit attached hereto, marked Exhibit A, and by reference made a part hereof and generally known as Jamestown Public School.

2. Improvements. The leased premises have been improved with a school building and additions, which are included in this Lease as a part of the demised premises. The Lessee has inspected the same and by the execution of this Lease accepts same in its present condition.

3. Term. The term of this Lease shall be for a period of ten (10) years. The term shall commence on the 1st day of January, 1996, and shall continue for one hundred twenty months (120) thereafter.

4. Rent. The Lessee shall pay the Lessor as rent therefore, during said term, the sum of TEN DOLLARS (\$10.00) per year payable in a single installment on the 15th day of January each and every year during said term.

5. Taxes, Assessment and Insurance. The Lessee shall pay all real property taxes and assessments against the real property and shall provide fire and extended coverage insurance on the exterior of the building and the parking area.

6. Use of Premises. The Lessee agrees that the demised premises shall be used and occupied only for non-profit educational, community and library purposes only.

7. Repairs. The premises presently consist of improvements known as the Jamestown Public School building. The Lessee, during the term of this Lease shall, at its expense, make all repairs as shall be reasonably necessary to the roof, exterior of the building, parking

areas, interior of the building, interior fixtures, electrical, heating, plumbing and air conditioning systems. Lessee further agrees that all damage or injury done to the premises by the Lessee or by any person who may be in or upon the premises, except the Lessor, Lessor's agents, servants and employees, shall be repaired by the Lessee at its expense. The Lessee agrees that at the expiration of this Lease or upon the earlier termination thereof, to quit and surrender said premises in good condition and repair, reasonable wear excepted.

8. Assignment and Subletting. No assignment or subletting of this Lease shall be permitted without the written approval of the Lessor which shall not be unreasonably withheld. Any such assignment or subletting shall be subject to all the terms and conditions respecting occupancy and use herein contained.

9. Default. This Lease is made upon the express condition that if the Lessee fails or neglects to perform, meet or observe any of the Lessee's obligations hereunder and such failure or neglect shall continue for a period of ninety (90) days after written notice thereof from the Lessor to Lessee, then the Lessor at any time thereafter, by written notice to the Lessee, may lawfully declare the termination hereof and re-enter said premises or any part thereof, and by due process of law, expel, remove and put out the Lessee or any person or persons occupying said premises and may remove all personal property therefrom without prejudice to any remedies which might otherwise be used for collection of arrears of rent or preceding breach of covenant or conditions.

Notwithstanding any other provisions of this Lease, where the curing of an alleged default requires more than the payment of money, and the work of curing said default cannot reasonably be accomplished within the time otherwise permitted herein, and where the Lessee has commenced upon said work of curing said default, as a condition precedent to any re-entry by the Lessor or termination of this Lease by the Lessor, and any defect that is cured shall not thereafter be grounds for re-entry or for termination.

10. Indemnity and Insurance. The Lessee hereby agrees to indemnify the Lessor against and to hold the Lessor harmless from any and all claims or demands for loss of or damage to property or for

injury or death to any person from any cause whatsoever while in, upon, or about said demised premises during the term of this Lease or any extension hereof. The Lessee agrees to take out and maintain with any extension hereof. The lessee agrees to take out and maintain with a reputable insurance company, at its sole cost and expense, public liability insurance against property damage or personal injury growing out of the use of or occurring on or about the premises with liability limits of FIFTY THOUSAND DOLLARS (\$50,000.00) property damage and ONE MILLION DOLLARS (\$1,000,000.00) personal injury. The Lessor shall be named as co-insureds on all such policies and shall be entitled to a certificate of the insurer showing coverage to be in effect. Lessor and Lessee do each herewith and hereby release and relieve the other and waive their entire claim of recovery for loss or damage to property arising out of or incident to fire, lightening, and the perils included in the extended coverage endorsement in, on or about the said premises whether due to the negligence of any of said parties, their agents or employees or otherwise, but only to the extent that such waiver of subrogation is permitted by an insurance policy issued to either Lessor or Lessee.

11. Utilities and Services. The Lessee agrees to pay for all water, fuel, gas, oil, heat, electricity, power, materials and services which may be furnished to it or used by it in or about the demised premises and shall keep said demised premises free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's act or omission.

12. Entry and Inspection. The Lessee shall permit Lessor and its agents to enter the demised premises at all reasonable times for any of the following purposes: to inspect the same; to maintain the building located on the premises; to make such repairs to the demised premises as the Lessor is obligated or may elect to make; to post notices of non-responsibility for alterations or additions or repairs. The Lessor shall have such right of entry and the right to fulfill the purpose thereof without any rebate of rent to the Lessee for any loss of occupancy or quiet enjoyment of the demised premises thereby occasioned.

13. Destruction of Premises. In the event of a total or partial

destruction of the said premises during said term for any cause, Lessee shall forthwith repair the same, provided such repairs can be made within one hundred eighty (180) days under the laws and regulations of state, federal, county or municipal authorities, but such partial destruction shall in no wise annul or void this Lease.

Should the total or partial destruction result from causes covered by fire and extended coverage insurance furnished by the Lessee, the insurance proceeds shall be made available to the Lessee to affect the required repairs. In the interest of expediency, the Lessee may, at its option, elect to make the necessary repairs, in which event the insurance proceeds shall be made available to the Lessee for such purposes. The Lessee shall not be required to carry fire and extended coverage insurance on the premises or the improvements thereon but may do so at its option.

If such repairs cannot be made within one hundred eighty (180) days, this Lease may be terminated at the option of either party.

14. Alterations. The Lessor consents that the Lessee herein may make repairs, improvements, or additions as well as structural changes to the premises, it being understood, however, that this consent shall be construed so that the Lessor assumes no liability of any kind for any improvements to said premises made by any contractor, subcontractor, laborer, or materialman. All of such work is done subject to the rules, regulations and laws of Guilford County, State of North Carolina and the Town of Jamestown.

15. Abandonment. The Lessee agrees not to vacate or abandon the premises at any time during the demised term. Should the Lessee vacate or abandon said premises or be dispossessed by process of law or otherwise, such abandonment, vacation, or disposition, shall be a breach of this Lease and, in addition to any other rights which the Lessor may have, the Lessor may remove any personal property belonging to the Lessee which remains on the demised premises and store the same, such removal and storage to be for the account of the Lessee.

16. Laws and Regulations. The Lessee, at its own cost and expense, shall comply promptly with all laws, rules and orders of all federal, state, and municipal governments, or departments, which may be applicable to the leased premises, and shall likewise promptly

comply with the requirements thereof.

17. Notices. All notices to be given to the Lessor shall be in writing, deposited in the United States Mail, certified or registered, with postage prepaid, and addressed as follows:

Town of Jamestown
Jamestown Town Hall
Jamestown, North Carolina 27282

Notices by the Lessor to Lessee shall be in writing, deposited in the United States Mail, certified or registered, with postage prepaid, and addressed as follows:

The Old Jamestown School Association, Inc.
Post Office Box 1345
Jamestown, North Carolina 27282

Notices shall be deemed delivered when deposited in the United States Mail, as above provided. Change of address by either party must be by notice given to the other in the same manner as above specified.

18. Holding Over. Any holding over after the expiration of said term, with the consent of the Lessor, shall be construed to be a tenancy from month to month, and shall be on the terms and conditions herein specified, so far as applicable.

19. Relationship of Parties. It is understood and agreed that the relationship of the parties hereto is strictly that of landlord and tenant and that the Lessor has no ownership in the Lessee's enterprise and that this Lease shall not be construed as a joint venture or partnership. Lessee is not and shall not be deemed to be agent or representative of the Lessor.

20. Personal Property. The Lessor acknowledges that Lessor has no interest in any personal property or equipment or furniture and fixtures which may be installed by the Lessee upon the leased premises, and Lessor agrees in the future to furnish the Lessee, upon request, such landlord's waiver or similar document as may be reasonably required by an institutional lender or equipment lessor in connection with the Lessee's acquisition of financing respecting such personal property, equipment, furniture and fixtures. The Lessee shall have the right to remove same at the termination of this Lease, and shall be permitted 30 days after the effective date of termination of the term or any renewal or hold over term within which to

accomplish the removal, and shall be obligated to repair any damage caused by removal.

21. Acknowledgements by the Parties. The parties acknowledge that the property which is the subject matter of this Lease has been donated to the Lessor by the Guilford County Board of Education for the purpose of the Lessee restoring the property and establishing a public library and archives.

That the property has been placed on the Guilford County Historic Properties list and on the National Register of Historic Places as a historically significant site.

Any act or omission by either party which is grounds to cause a remission of the title to the real property herein described pursuant to the terms of a Deed from Guilford County Board of Education to the Lessor, dated January 21, 1986 shall constitute cause for the termination of this Lease. The remission of title pursuant to said Deed shall terminate this Lease and each party shall thereby be divested of right, title and interest either of them may have in said premises.

22. Reservation of Rights. The Lessor hereby reserves the right and easement to use the premises surrounding the old school building for any community function wherein the Lessor is sponsoring such event. However, in no event will the Lessor be allowed to place any building on the premises, except the Lessor shall be allowed to place signs on the premises. The Lessor agrees to discuss its utilization of the premises with the Lessee so that the same may be coordinated with the activities and projects of the Lessee.

Any improvements or changes to be made by the Lessee to the premises surrounding the building shall be approved by the Lessor which approval shall not be unreasonably withheld.

The Lessee understands that the existing entrance and exit to the premises may be relocated as a result of the realignment of Ragsdale Road with Dillon Road. The Lessor shall retain the right to use appropriate portions of the leased premises for this purpose. The Lessee accepts any new location for the entrance and exit, which entrance and exit shall be constructed by the Lessor at its expense.

23. Miscellaneous.

(a) The paragraph captions in this Lease are for convenience only and shall not in anywise limit or be deemed to construe or interpret the terms and provisions hereof.

(b) Time is of the essence of this Lease and all provisions hereof.

(c) This Lease shall be construed and enforced in accordance with the laws of the State of North Carolina.

(d) The Lessor and Lessee shall execute a short-form Lease concurrently herewith for recordation purposes.

24. Successors. All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease this 21st day of November, 1995.

Town of Jamestown
By: Thomas C. Rapchak
MAYOR

ATTEST:

Virginia L. State
Town Clerk

The Old Jamestown School Association, Inc.
By: D. S. Crisp
PRESIDENT

ATTEST:

Ludie H. Salmer
Secretary

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Deborah G. Gaskey, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Virginia F. Slate personally came before me this day and acknowledged that she is Town Clerk for The Town of Jamestown, a municipality and that by authority duly given and as the act of Town, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its Town Clerk.

Witness my hand and official stamp or seal this 21st day of November, 1995.

My commission expires:

7-7-96

Deborah G. Gaskey
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Marshe C. Shepherd, a Notary Public of the County of Guilford, State of North Carolina, do hereby certify that Lydia H. Salmon, personally came before me this day and being duly sworn acknowledges that she is Secretary of the Old Jamestown School Association, Inc., a North Carolina non-profit corporation and that by authority duly given, the foregoing instrument was signed by G.S. Cihfield, President of said corporation, sealed with its corporate seal and attested by herself as Secretary.

WITNESS my hand and official stamp or seal this 12th day of December, 1995.

Marshe C. Shepherd
Notary Public

My Commission Expires: July 10, 2000
[SEAL/STAMP]



Settled 1752
JAMESTOWN
NORTH CAROLINA

MANAGER'S REPORT

May 12, 2020

Oak Dale Cotton Mill:

I made contact with the owner on April 15, May 13, 2020, and have received no response. We have made contact with owner of the mill. We discussed several issues and code violations that need immediate attention. The following items are documented and discussed:

- An area in fence around the Mill needs repairing.
- Several houses with open doors and windows need to be secured.
- A portion of the Mill roof appears to have collapsed.
- Houses at 200, 202, and 204 Oak Drive are dilapidated and need to be removed.

East Main Street Sidewalk:

As in the last couple of updates, the contractor is installing curb and gutter on East Main Street. The contractor continues to install storm drainage improvements, most of which are additions to the project due to substandard NCDOT infrastructure. Those items and the associated CEI time should be reimbursable. Runoff along the roadway is still being monitored by the contractor and the construction administration firm. We have not received any comments regarding the storm drainage improvements in the NC Railroad corridor, however, Guilford County Inspections has requested a permit for each canopy near the tunnel.

Progress meetings have been held by Zoom due to the Covid-19 virus, and we have met onsite to discuss specific storm drainage improvements.

East Fork Sidewalk:

North State Environmental continues to work on the bridge, sidewalks, and roadway features. The bridge deck has been poured and the retaining wall is completed. Most of the sidewalk has been poured. The handrails along the retaining wall are under review by NCDOT and the CEI firm, and could cause some delays. Two NCDOT drainage structures on the bridge were replaced. The greenway trail leading to the Piedmont Environmental Center was improved to flatten the grades on that path.



Settled 1752
JAMESTOWN
NORTH CAROLINA

The significant items left to complete include the guardrails, handrails, storm drainage and associated grading on the golf course side, and sidewalk on the bridge approaches.

Upcoming progress meetings will be held by Zoom due to the Covid-19 virus, and have been reduced to monthly meetings. We have met with the contractor and CEI firm onsite to look at specific issues.

Oakdale Sidewalk:

NO Change- DOT had requested that all projects that haven't been authorized for construction be put on "hold" for an unknown period of time. DOT has released this project for design only.

Recreational Maintenance Facility: Project is on hold until 20/21.

Revitalization Grant:

Welcome sign – Masonry work will begin when the granite is delivered.

Trash Cans – completed.

Pedestrian Signs – completed. Looking into ordering additional.

Town Hall Update:

Phase- I of the Governor's Executive Order began today, May 8, 2020, Town Hall remains closed to the public, operating under a 30 hour work week for staff, and limited staff are working from home.

Town Hall staff will be meeting in the upcoming weeks to discuss strategies to reopen.

The Golf Course re-open on May 8, 2020. The golf staff reported everything is going well and the golfers are complying with our mitigation precautions.

We had a few complaints last week from the noise on the by-pass construction project. The contractor has been working around the clock and unfortunately keeping residents up at all hours of the night. We made several calls to NCDOT expressing our citizen's complaints.

Our employees are continuing to be supplied with the proper PPE's. We received a shipment of 75 mask from PTRC and NC Rural Water Association last week. Our PPE distribution



Settled 1752
JAMESTOWN
NORTH CAROLINA

procedures are going well. Elizabeth is keeping inventory and distributing supplies to our supervisors on a daily basis.

Our Knuckle-Boom Truck was delivered on Thursday. This will hopefully reduce the amount of contact our employees have with items placed on the street.

We will be installing a Payment Drop Box in the parking lot at Town Hall. This will allow payment procedures more convenient for the public.