



Settled 1752
JAMESTOWN
NORTH CAROLINA

Regular Meeting of the Town Council
September 20, 2022
6:00 pm in the Civic Center
Agenda

- I. **Call to Order**
 - A. Roll Call
 - B. Pledge of Allegiance
 - C. Moment of Silence
 - D. Approval of Agenda
- II. **Consent Agenda-**
 - A. Approval of minutes from the August 16th Regular Town Council Meeting
 - B. Approval & Sealing of the August 16th Closed Session Minutes
 - C. Approval of minutes from the August 18th Special Town Council Meeting
 - D. Approval & Sealing of the August 18th Closed Session Minutes
 - E. Certificate of Sufficiency
 - F. Resolution Fixing Date of Public Hearing on Question of Annexation pursuant to G.S. 160A-31
 - G. Set a public hearing date for rezoning request for 4718 Harvey Road from Agricultural (AG) to Conditional Zoning-Bypass (CZ-B)
 - H. Resolution to close East Fork Capital Project Fund
 - I. Proclamation Fall Litter Sweep 2022
 - J. Analysis of the Financial Position of the Town of Jamestown
 - K. Analysis of the Financial Position of the Jamestown Park & Golf Course
 - L. Notification of Advances
 - M. Budget Amendment #4
 - N. Budget Amendment #5
- III. **Public Comment**
- IV. Proclamation declaring September 17th-23rd as Constitution Week in the Town of Jamestown- Mayor Montgomery
- V. **Old Business-**
 - A. **Public Hearings**
 1. Public Hearing on Question of Annexation pursuant to G.S. 160A-31 for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road- Anna Hawryluk, Town Planner
 2. Public Hearing on rezoning request from D.R. Horton for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road from Agricultural (AG) to Planned Unit Development (PUD)- Anna Hawryluk, Town Planner
 - Consideration of approval/denial of rezoning request
 - Consideration of approval of consistency/inconsistency statement
 3. Public Hearing for consideration of Development Agreement for D.R. Horton property- Anna Hawryluk, Town Planner

- B. Consideration of approval of Republic Waste Contract for acceptance of solid waste at their transfer station- Paul Blanchard, Director of Public Services

VI. New Business-

- A. Consideration of approval of contract for services with the YMCA- Judy Gallman, Finance Director

VII. Manager/Committee Reports

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

VIII. Public Comment

IX. Other Business

X. Adjournment

Working Agenda for the September 20th Regular Town Council Meeting

Tentative Time Line	Agenda Item	Responsible Party	Action required by the Town Council
6:00 pm	I. Call to Order	Mayor Montgomery	Mayor Montgomery to call the meeting to order.
6:00 pm	A. Roll Call	K. Weiner	Weiner to take roll call.
6:00 pm	B. Pledge of Allegiance	Mayor Montgomery	Mayor Montgomery to lead everyone in the Pledge of Allegiance.
6:00 pm	C. Moment of Silence	Mayor Montgomery	Mayor Montgomery to call for a moment of silence
6:00 pm	D. Approval of Agenda	Mayor Montgomery	Mayor Montgomery to ask Council if there are any items that need to be added or deleted. Council Member makes a motion to approve the agenda. Council Member makes a second to the motion. Then vote.
6:05 pm	II. Consent Agenda		
6:05 pm	A. Approval of minutes from the August 16 th Regular Town Council Meeting B. Approval & Sealing of the August 16 th Closed Session Minutes C. Approval of minutes from the August 18 th Special Town Council Meeting D. Approval & Sealing of the August 18 th Closed Session Minutes E. Certificate of Sufficiency F. Resolution Fixing Date of Public Hearing on Question of Annexation pursuant to G.S. 160A-31 G. Set a public hearing date for rezoning request for 4718 Harvey Road from Agricultural (AG) to Conditional Zoning-Bypass (CZ-B) H. Resolution to close East Fork Capital Project Fund I. Proclamation Fall Litter Sweep 2022 J. Analysis of the Financial Position of the Town of Jamestown K. Analysis of the Financial Position of the Jamestown Park & Golf Course L. Notification of Advances M. Budget Amendment #4 N. Budget Amendment #5		Council Member makes a motion to approve the consent agenda. Council Member makes a second to the motion. Then vote.
6:05	III. Public Comment		Please state your name and address and adhere to the 3 minute time limit
6:20 pm	IV. Proclamation declaring September 17 th -23 rd as Constitution Week in the Town of Jamestown	Mayor Montgomery	Mayor Montgomery to present the proclamation declaring September 17 th through 23 rd as Constitution Week in the Town of Jamestown to Deborah Beach, Daughters of the American Revolution Representative.
6:25 pm	V. Old Business		
6:25 pm	A. Public Hearings		
6:25 pm	1. P.H. on Question of Annexation pursuant to G.S. 160A-31 for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford College Road, and 5303 Mackay Road	Call on A. Hawryluk	Hawryluk to state that the public hearings on the agenda are reliant upon one another. Hawryluk to introduce Tom Terrell, the Town’s Land Use Attorney. Terrell to provide Council an update on the development agreement process. Mayor Montgomery to call the applicant forward to speak. Brad Yoder, DRH Representative, to come forward and address Council. Mayor Montgomery to open the public hearing to anyone that would like to speak about the annexation request. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to open the floor to Council for discussion. Council Member makes a motion to continue the public hearing to the October 11 th Special Town Council meeting at 6:00 pm in the Civic Center without further advertisement. Council Member makes a second to the motion. Then vote.
6:55 pm	2. P.H. on rezoning request from D.R. Horton for properties located at 2221 Guilford College Road, 5300 Mackay Road, 2207 Guilford	Call on A. Hawryluk	Mayor Montgomery to ask Hawryluk if she has any additional information to add. Mayor Montgomery to open the public hearing to anyone that would like to speak about the rezoning request. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to open the floor to Council for discussion.

	College Road, and 5303 Mackay Road		Council Member makes a motion to continue the public hearing to the October 11 th Special Town Council meeting at 6:00 pm in the Civic Center without further advertisement. Council Member makes a second to the motion. Then vote.
7:00 pm	3. P.H. for consideration of Development Agreement for D.R. Horton Property	Call on A. Hawryluk	Mayor Montgomery to ask Hawryluk if she has any additional information to add. Mayor Montgomery to open the public hearing to anyone that would like to speak about the development agreement. Please state your name and address and adhere to the 3 minute time limit. Mayor Montgomery to open the floor to Council for discussion. Council Member makes a motion to continue the public hearing to the October 11 th Special Town Council meeting at 6:00 pm in the Civic Center without further advertisement. Council Member makes a second to the motion. Then vote.
7:05 pm	B. Consideration of approval of Republic Waste Contract for acceptance of solid waste at their transfer station	Call on P. Blanchard	Blanchard to present information on the contract with Republic Waste Services. Blanchard to request that Council approve the contract with Republic Waste Services. Council Member makes a motion to approve/deny the contract with Republic Waste Services. Council Member makes a second to the motion. Then vote.
7:15 pm	VI. New Business		
7:15 pm	A. Consideration of approval of contract for services with the YMCA	Call on J. Gallman	Gallman to present information on the contract with the YMCA for recreational services. Council Member makes a motion to approve the contract with the YMCA for up to \$10,000 in funding to provide recreation services. Council Member makes a second to the motion. Then vote.
7:25 pm	VII. Manager/Committee Reports		
7:25 pm	A. Manager Report	Call on M. Johnson	Johnson to present his monthly Manager’s Report to Town Council.
7:30 pm	B. Council Member Committee Reports	Mayor Montgomery	Mayor Montgomery to request that Council Members give reports for any Committees that they serve on.
7:35 pm	VIII. Public Comment		Please state your name and address and adhere to the 3 minute time limit
7:50 pm	IX. Other Business		
7:55 pm	X. Adjournment		Council Member makes a motion to adjourn. Council Member makes a second to the motion. Then vote.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval of minutes from the August 16th Regular TC Meeting

AGENDA ITEM #: II-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie M. Weiner, Town Clerk

SUMMARY:

Minutes from the August 16th Regular Town Council Meeting

ATTACHMENTS: August 16th Regular Town Council Meeting Minutes

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

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**Regular Meeting of the Town Council
August 16, 2022
6:00 pm in the Civic Center
Minutes & General Account**

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

Council Members Absent: Council Member Capes

Staff Members Present: Matthew Johnson, Katie M. Weiner, Paul Blanchard, Anna Hawryluk, Judy Gallman, Faith Wilson, & Beth Koonce

Visitors Present: William McLean

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

- Roll Call- Weiner took roll call as follows:
 - Council Member Wolfe- Present
 - Council Member Capes- Absent
 - Mayor Montgomery- Present
 - Council Member Straughn- Present
 - Council Member Rayborn- Present

Weiner stated that a quorum was present.

- Pledge of Allegiance- Council Member Wolfe 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 had any changes to make to the agenda.

Council Member Rayborn requested to remove the "Resolution to close East Fork Capital Project Fund" and "Budget Amendment #4" from the consent agenda. She also requested to add a closed session per G.S. 143-318 to discuss matters related to attorney client privilege (2216 Guilford College Road) after "Other Business."

Council member Rayborn made a motion to approve the agenda as amended. Council Member Straughn 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 June 27th Joint Town Council and Planning Board meeting
- Approval of minutes from the July 19th Regular Town Council meeting
- Approval & Sealing of the July 19th closed session minutes
- Analysis of the financial position of the Town of Jamestown
- Analysis of the financial position of the Jamestown Park & Golf Course
- Notification of advances
- Budget Amendment #3

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

(Budget Amendment #3)

Public Comment- Nobody spoke.

New Business-

- Consideration of approval of contract for services with the Jamestown Public Library- Gallman stated that the annual contract with the Jamestown Public Library for library services had been included in the Council packet. She added that the funding that could be awarded was an allowable use of public funds. She said that the contract included quarterly payments of \$13,500. She requested that Council approve the annual contract with the Jamestown Public Library for library services.

Council Member Straughn made a motion to approve the contract with the Jamestown Public Library for library services. Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

- Consideration of approval of contract for services with the Historic Jamestown Society- Gallman stated that staff had received a request from the Historic Jamestown Society for funds in the 2022/2023 fiscal year in the amount of \$10,500. She said that the requests would benefit the community and that they were allowable costs for providing historical services. She noted that the contract provided funding for the purchase and erection of new historical markers and the purchase of display cases, lights, etc. Gallman requested that Council approve the contract with the Historic Jamestown Society in the amount of \$10,500.

Council Member Wolfe briefly discussed whether the historic markers would be the same as the ones currently in place with Gallman.

Council Member Straughn made a motion to approve the contract with the Historic Jamestown Society for historical services in the amount of \$10,500. Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

- Presentation of draft of Comprehensive Bicycle and Pedestrian Plan- Blanchard stated that the Town was awarded a Bicycle and Pedestrian Planning Grant from NCDOT in September 2021. He added that the Bicycle and Pedestrian Steering Committee had been working to provide input on community needs, prioritize projects, and raise awareness about public outreach events. Blanchard said that a draft of the Comprehensive Bicycle and Pedestrian Plan had been completed and was available for feedback from the community. He noted that public input for the draft plan was open from August 12th until August 26th. He added that it could be found on the Town's website.
- Consideration of approval of Republic Services Contract for acceptance of solid waste at their transfer station- Blanchard said that staff had contacted Republic Services to request a Disposal Agreement for Solid Waste. He added that the Town Attorney was currently reviewing the contract. Blanchard said that the disposal cost would be \$2.00 less per ton than the current rate. He added that the most significant advantage would be that emptying solid waste at a transfer

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facility would save wear and tear on the Town's equipment. Blanchard requested that Council continue their consideration of the contract to the September 20th Town Council meeting.

Council Member Wolfe stated that it would also be safer for the employees to dispose of the garbage at a transfer station.

Council Member Wolfe made a motion to continue the consideration of the Republic Services contract to the September 20th Town Council meeting. Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

Manager/Committee Reports-

- Manager Report- Johnson presented his monthly Manager's Report to Council. He stated that the Town celebrated National Night Out on August 2nd at Wrenn Miller Park. He noted that the next Music in the Park event would be held on September 2nd. Johnson reiterated that the draft of the Comprehensive Bicycle and Pedestrian Plan was available on the Town's website for public input. He noted that the floor of picnic shelter #2 at the Jamestown Park had been replaced. He added that the Parks and Recreation Committee met on August 1st and offered support for the Accessibility for Parks grant. Johnson stated that the Fall Litter Sweep would be held on September 24th.

Council Member Straughn thanked staff for their work on the National Night Out event.

- Council Member Committee Reports- There were no Council Member Committee Reports.

Public Comment- Nobody spoke.

Other Business- There was no other business discussed.

Closed Session per G.S. 143-318 to discuss matters related to attorney client privilege (2216 Guilford College Road)- Council Member Wolfe made a motion to go into closed session per G.S. 143-318 to discuss matters related to attorney client privilege (2216 Guilford College Road). Council Member Straughn made a second to the motion. The motion passed by unanimous vote.

-----Closed Session-----

Council Member Wolfe made a motion to resume open session. Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

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

The meeting ended at 6:32 pm.

Mayor

Town Clerk

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval & Sealing of the August 16th Closed Session Minutes

AGENDA ITEM #: II-B



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie M. Weiner, Town Clerk

SUMMARY:

The Town Council held a closed session at their August 16th Regular Meeting per G.S. 143-318 to discuss matters related to attorney client privilege.

ATTACHMENTS: None

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

BUDGETARY IMPACT: N/A

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

FOLLOW UP ACTION NEEDED: N/A

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval of minutes from the August 18th Special TC Meeting

AGENDA ITEM #: II-C



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie M. Weiner, Town Clerk

SUMMARY:

Minutes from the August 18th Special Town Council Meeting

ATTACHMENTS: August 18th Special Town Council Meeting Minutes

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

Special Meeting of the Town Council
August 18, 2022
11:30 am in the Civic Center
Minutes & General Account

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

Staff Members Present: Matthew Johnson & Katie M. Weiner

Visitors Present: None

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.

Closed Session per G.S. 143-318 to discuss a personnel matter- Council Member Capes made a motion to go into closed session per G.S. 143-318 to discuss a personnel matter. Council Member Wolfe made a second to the motion. The motion passed by unanimous vote.

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

Council Member Capes made a motion to resume open session. Council Member Rayborn made a second to the motion. The motion passed by unanimous vote.

Council Member Rayborn made a motion to increase the base salary of the Town Manager to \$115,000 as of June 30th 2022, to approve a cost of living adjustment of 3.75%, and an increased 401k contribution of 0.5% in recognition of his performance review with all increases retroactive to July 1, 2022. Council Member Capes made a second to the motion. The motion passed by unanimous vote.

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

The meeting ended at 1:28 pm.

Mayor

Town Clerk

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Approval & Sealing of the August 18th Closed Session Minutes

AGENDA ITEM #: II-D



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie M. Weiner, Town Clerk

SUMMARY:

The Town Council held a closed session at their August 18th Special Meeting per G.S. 143-318 to discuss a personnel matter.

ATTACHMENTS: N/A

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

BUDGETARY IMPACT: N/A

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

FOLLOW UP ACTION NEEDED: N/A

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Adoption of the Certificate of Sufficiency

AGENDA ITEM #: II-E



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Clerk/Asst. Town Mgr.

SUMMARY:

Under GS 160A-31, the Town has received a petition for annexation of property 4718 Harvey Rd (Parcel #223271). The first step is to have the Town Council direct the Clerk to investigate the petition by adopting a resolution instructing her to do such. That resolution was adopted at the June 23, 2022, meeting. The Clerk and the Town Attorney have investigated the annexation request and have found it to be sufficient and feel that it meets the requirements of GS 160A-31 to proceed with the annexation process.

The staff are asking Council to adopt the Certificate of Sufficiency as a matter of record.

ATTACHMENTS: Res. Directing the Clerk to Investigate a Petition Received Under GS 160A-31; Cert. of Sufficiency; Annex. Petition

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:



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NORTH CAROLINA

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-

31

WHEREAS, a petition requesting annexation of an area described in said petition was received on May 9, 2022, by the Town of Jamestown Town Council; and

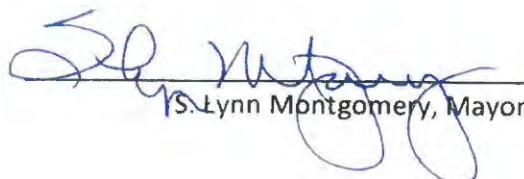
WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town of Jamestown Town Council deems it advisable to proceed in response to this request for annexation;

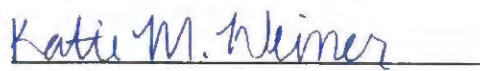
NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Jamestown that;

The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Town Council the result of her investigation.

Adopted this the 23rd day of June, 2022.


S. Lynn Montgomery, Mayor

ATTEST:


Katie M. Weiner, CMC
Assistant Town Manager/Town Clerk





Settled 1752
JAMESTOWN
NORTH CAROLINA

CERTIFICATE OF SUFFICIENCY

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

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

- a. The petition contains an adequate property description of the area proposed for annexation (Tax Map ID 223271, 31.4 acres, 4718 Harvey Road). A metes and bounds description for the proposed area of annexation is attached.
- b. The area described in the petition is contiguous to the Town of Jamestown primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes the addresses of all owners of real property lying in the area described therein.
- d. The Town Attorney has performed a title search and has verified that the owners of record have signed the petition.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Jamestown, this the 14th day of September, 2022.

(SEAL)



Katie M. Weiner

Katie M. Weiner, MPA, CMC
Assistant Town Manager/Town Clerk



JAMESTOWN ANNEXATION PETITION

Date _____

TO THE TOWN COUNCIL OF THE TOWN OF JAMESTOWN:

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

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

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

Print or Type Name and Address

Do you declare
vested rights**
(Indicate yes or no)

Signature

POH for Sherri L. Auman Jr
Kitsie G. Auman

no

[Signature]

2.

3.

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

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

NOTARY STATEMENT:

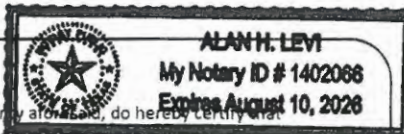
State of TEXAS, County of DALLAS to wit: (SEAL)

I, ALAN H. LEVE a notary public in and for the state and county aforesaid, do hereby certify that SHERILL L. AUMAN JR whose name(s) is (are) signed to the foregoing statement, personally appeared before me in my state and county and acknowledged the same.

My commission expires AUGUST 10, 2026

Given under my hand this 26TH Day of JULY, 2022

Notary Signature Alan H. Leve Printed Name of Notary: ALAN H. LEVE



Staff Receipt:

Date Received: 9/8/2022

Received By: [Signature]

Legal Description

Beginning at an existing iron pipe(eip), said pipe having NCGS coordinates N=814747.54' E=1728383.35' and also being the NE corner of James & Phyllis Willard (DB 3800 PG 1357), thence from said beginning point with James & Phyllis Willard, N 89° 15' 22" W 385.26' to an eip, thence S 4° 56' 15" W 100.02' to a point in a 18" diameter pine tree, said point being in the northern line of Jonathan & Lisa Knight (DB 7400 PG 576), running thence with Knight N 89° 08' 48" W 1044.76' to a 1 ½ inch rod in the eastern line of Creek Run, LLC (DB 7396 PG 643), running thence with Creek Run, LLC N 0° 02' 23" E 540.26' to an axle, thence N 83° 10' 28" W 653.22' to a 1 ½ inch rod, thence N 19° 50' 39" W 243.74' to a new iron pipe (nip) in the southern right-of-way of Jamestown Parkway and being the SW corner NCDOT (DB 8412 PG 2498), running thence with the right-of-way of Jamestown Parkway N 85° 29' 32" E 44.63' to a nip, thence S 76° 59' 25" E 309.42' to a nip, thence N 33° 47' 45" E 108.56' to a nip, thence N 6° 06' 56" W 64.99' to a NCDOT right-of-way disc, thence N 84° 32' 47" E 386.59' to a nip in the line of Mitchell & Shelba Watson (DB 7747 PG 2660), running thence with Watson S 58° 04' 48" E 447.22' to a nip, thence on a curve to the left having a radius of 377.54' and a chord bearing and distance of S 80° 21' 01" E 286.16' to an eip, thence N 77° 31' 53" E 262.36' to a nip, thence on a curve to the left having a radius of 629.98' and a chord bearing and distance of N 66° 14' 24" E 246.70' to a nip, thence on a curve to the right having a radius of 470.00' and a chord bearing and distance of N 74° 11' 58" E 309.92' to an eip, thence S 86° 32' 59" E 5.37' to a nip on the new west right-of-way of Harvey Road (DB 8412 PG 2498), running thence with the new right-of-way of Harvey Road S 4° 41' 42" W 35.78' to a nip, thence S 2° 37' 42" W 165.65' to a nip, thence S 4° 56' 36" W 500.10' to a NCDOT right-of-way disc, thence S 83° 54' 40" E 15.01' to a nip, thence S 8° 57' 51" W 150.05' to the point and place of beginning containing 31.239 Ac.+/-.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Set a date for a public hearing on the question of annexation

AGENDA ITEM #: II-F



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Clerk/Asst. Town Mgr.

SUMMARY:

Under G.S. 160-31, the Town has received a petition for annexation of property located at 4718 Harvey Rd. (Parcel #223271). A Resolution directing the Clerk to investigate the petition was passed at the June 23, 2022 meeting, and the Council has adopted the Certificate of Sufficiency at the September 20, 2022 meeting.

Staff recommend that the Council set a public hearing date for the consideration of the annexation of the parcel located at 4718 Harvey Rd. (Parcel #223271) for the October 18, 2022, regular meeting at 6:00 pm in the Civic Center.

ATTACHMENTS: Resolution for Public Hearing, Metes and Bounds of Property, Map of Property

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: Clerk will advertise the public hearing as required by G.S. 160A-31.



Settled 1752
JAMESTOWN
NORTH CAROLINA

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO
G.S. 160A-31

WHEREAS, a petition requesting annexation of the area described herein has been received; and

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

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Jamestown, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Town Hall on October 18, 2022, at 6:00pm.

Section 2. The area proposed for annexation is described as follows:

(See attached metes and bounds description and map)

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

Lynn Montgomery, Mayor

ATTEST: _____

Katie M. Weiner, CMC, Town Clerk

Legal Description

Beginning at an existing iron pipe(eip), said pipe having NCGS coordinates N=814747.54' E=1728383.35' and also being the NE corner of James & Phyllis Willard (DB 3800 PG 1357), thence from said beginning point with James & Phyllis Willard, N 89° 15' 22" W 385.26' to an eip, thence S 4° 56' 15" W 100.02' to a point in a 18" diameter pine tree, said point being in the northern line of Jonathan & Lisa Knight (DB 7400 PG 576), running thence with Knight N 89° 08' 48" W 1044.76' to a 1 ½ inch rod in the eastern line of Creek Run, LLC (DB 7396 PG 643), running thence with Creek Run, LLC N 0° 02' 23" E 540.26' to an axle, thence N 83° 10' 28" W 653.22' to a 1 ½ inch rod, thence N 19° 50' 39" W 243.74' to a new iron pipe (nip) in the southern right-of-way of Jamestown Parkway and being the SW corner NCDOT (DB 8412 PG 2498), running thence with the right-of-way of Jamestown Parkway N 85° 29' 32" E 44.63' to a nip, thence S 76° 59' 25" E 309.42' to a nip, thence N 33° 47' 45" E 108.56' to a nip, thence N 6° 06' 56" W 64.99' to a NCDOT right-of-way disc, thence N 84° 32' 47" E 386.59' to a nip in the line of Mitchell & Shelba Watson (DB 7747 PG 2660), running thence with Watson S 58° 04' 48" E 447.22' to a nip, thence on a curve to the left having a radius of 377.54' and a chord bearing and distance of S 80° 21' 01" E 286.16' to an eip, thence N 77° 31' 53" E 262.36' to a nip, thence on a curve to the left having a radius of 629.98' and a chord bearing and distance of N 66° 14' 24" E 246.70' to a nip, thence on a curve to the right having a radius of 470.00' and a chord bearing and distance of N 74° 11' 58" E 309.92' to an eip, thence S 86° 32' 59" E 5.37' to a nip on the new west right-of-way of Harvey Road (DB 8412 PG 2498), running thence with the new right-of-way of Harvey Road S 4° 41' 42" W 35.78' to a nip, thence S 2° 37' 42" W 165.65' to a nip, thence S 4° 56' 36" W 500.10' to a NCDOT right-of-way disc, thence S 83° 54' 40" E 15.01' to a nip, thence S 8° 57' 51" W 150.05' to the point and place of beginning containing 31.239 Ac.+/-.

Guilford County, NC



Parcel Number	223271	Total Out Building Value	0
PIN	7821755114	Total Land Value	200000
Owner	AUMAN, SHERRILL L;AUMAN, KITSIE GLORIA	Total Deferred Value	0
Owner History	Card Image	Bldg Card	
Mail Address	5203 EDMONDSON AVE	Appraisal Model Code	
Mail City	DALLAS	Deed Data	10/6/2015
Mail State	TX	Neighborhood	7821A03
Mail Zip	75209	Property Type	AGRI/HORT
Property Address	4718 HARVEY RD	Structure Size	
Legal Description		Lot Size	31.4
Deed	007747-02672	Year Built	
Plat		Bedrooms	
Condo		Bathrooms	
Total Assessed	200000	Grade	
Total Building Value	0		



Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 500 feet
5/6/2022

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Set a public hearing for the rezoning of 4718 Harvey Rd.

AGENDA ITEM #: II-G



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

A petition for rezoning has been received and reviewed by the Planning Board. The staff recommend that the Council set a public hearing date for the consideration of the rezoning of the parcel located at 4718 Harvey Rd (Parcel #223271) for the October 18, 2022, regular meeting at 6pm in the Civic Center.

ATTACHMENTS: Rezoning Application

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: Clerk and staff will provide notice as required.



**Town of Jamestown, North Carolina
Department of Planning**

Application for Zoning Amendment

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

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

Additional Notes:

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

Applicant Information

Applicant Name: Land Acquisition and Development Services, LLC

PO Box 9147

Greensboro, N.C. 27429

Street Address or P.O. Box

336-549-9599

336-549-9599

City/State/Zip Code

chall@windsorinvestments.com

Home/Work Phone Number

Mobile Number

Email

Is the applicant the owner of the parcel(s) to be rezoned? Yes ☐ No ☒

Owner Information

Owner Name: Sherill L. Auman and Kitale Gloria Auman

5203 Edmondson Ave

Dallas, TX 75209

Street Address or P.O. Box

214-957-4424

214-957-4424

City/State/Zip Code

lenaumanmd@gmail.com

Home/Work Phone Number

Mobile Number

Email

Applicant and Owner Certification and Signature

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

Applicant Signature: Tanner C. JAMES, MANAGER

Date: 5-6-2022

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

Owner Signature: Sherill L. Auman

Date: 05/07/2022

NOTARY STATEMENT:

State of Texas, County of Dallas to wit:



TYNAN J. MURPHY

My Notary ID # 151105

Expires May 13, 2023

I, Tanner C. JAMES a notary public in and for the state and county aforesaid, do hereby certify that Sherill L. Auman Jr POA for Kitale M. Auman whose name(s) is (are) signed to the foregoing statement, personally appeared before me in my state and county and acknowledged the same.

My commission expires

Given under my hand this

Day of

Printed Name of Notary: Tynan J. Murphy

Notary Signature: Tynan J. Murphy

Permit Information						
Owner Requests Rezoning of the Following Parcel(s):						
Parcel #1: 223271	Parcel Size: 31.4 Acres	4718 Harvey Rd. Jamestown, N.C. 27282				
Tax Map ID	Acres/Square Ft	Street Address				
Current Parcel Zoning: AGRI/HORT		Request to Rezone to: CZ-Bypass				
Current Parcel Use:		Agricultural	Commercial	Industrial	Residential	Vacant/Unused
Owner Requests Rezoning of the Following Parcel(s):						
Parcel #2:	Parcel Size:					
Tax Map ID	Acres/Square Ft	Street Address				
Current Parcel Zoning:		Request to Rezone to:				
Current Parcel Use:		Agricultural	Commercial	Industrial	Residential	Vacant/Unused
Owner Requests Rezoning of the Following Parcel(s):						
Parcel #3:	Parcel Size:					
Tax Map ID	Acres/Square Ft	Street Address				
Current Parcel Zoning:		Request to Rezone to:				
Current Parcel Use:		Agricultural	Commercial	Industrial	Residential	Vacant/Unused

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

Adjoining Property Owner(s)		
Please list ALL property owner(s) and street address(es) of parcel(s) immediately adjoining AND directly across street(s), road(s), and highway(s) from parcel(s) requested for rezoning.		Tax Map Numbers
James A. & Phyllis E. Willard	4818 Harvey Rd, Jamestown, N.C. 27282	160105
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Jonathan E. & Lisa A. Knight	4822 Harvey Rd. Jamestown, N.C. 27282	160115
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Creek Run, LLC	612 R-1 Oakdale Mill Rd. Jamestown, N.C. 27282	160135
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Sherril L. Auman & Kitsie G. Auman	4718 ZZ Harvey Rd. Jamestown, NC 27282	233809
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Shelba Auman & Michelle Preston Watson	4714 ZZ Harvey Rd. Jamestown, N.C. 27282	223270
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	

Project Questionnaire

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

Why are you requesting this rezoning?

We are requesting rezoning for this property from AGRI/HORT to Bypass zoning because we would like to develop a site that includes attached 2 car garage master down townhomes with the potential for a +/- 2.5 acre commercial parcel included at the northern part of the property where it fronts Harvey Road.

Please provide a description of the site before and after development (if construction is proposed).

Currently the site has quite a bit of terrain on it sloping from front to back towards the creek that is cutting through the middle of the site. The site is mostly wooded with a mix of hardwoods and pines. There is a creek that cuts through the site as well as a couple of areas on the site shown as wetlands. After the development, the site will have attached single family dwellings on it and potentially a +/- 2.5 acre commercial site.

Please describe the operation proposed including number of employees and hours of operation, if applicable.

N/A

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

There are residential homes around this site. There are also some vacant parcels surrounding the site. To the north of the site is the new bypass and Ragsdale High School.

Due to the move down product we are proposing, we believe there will be a minimal impact to noise, light, traffic and the environment.

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

Our community will consist of townhomes targeted towards empty nesters thus the impact on schools should be minimal. Traffic generation, public facility usage, water usage and wastewater system usage will be lower than normal because of the reduced number of average occupants per townhome unit compared to a typical single family household.

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

Potentially some state agencies- such as NCDOT, NCDENR and Army Corps of Engineers.

For Town Use Only

Date Application Received: 5/9/22 *Ann C. Strong*

Town of Jamestown, North Carolina

301 E. Main St.

Jamestown, NC 27282

(336) 454-1138



Town of Jamestown, North Carolina Department of Planning

Rezoning Permit Process Guide

Frequently Asked Questions

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

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

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

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

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

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

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

Typical Timeline

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

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

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

Step 4. Complete applications are advertised for public hearing.

Step 5. The Planning Board meeting is held on the 2nd Monday of every month.

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

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

Contact Information

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

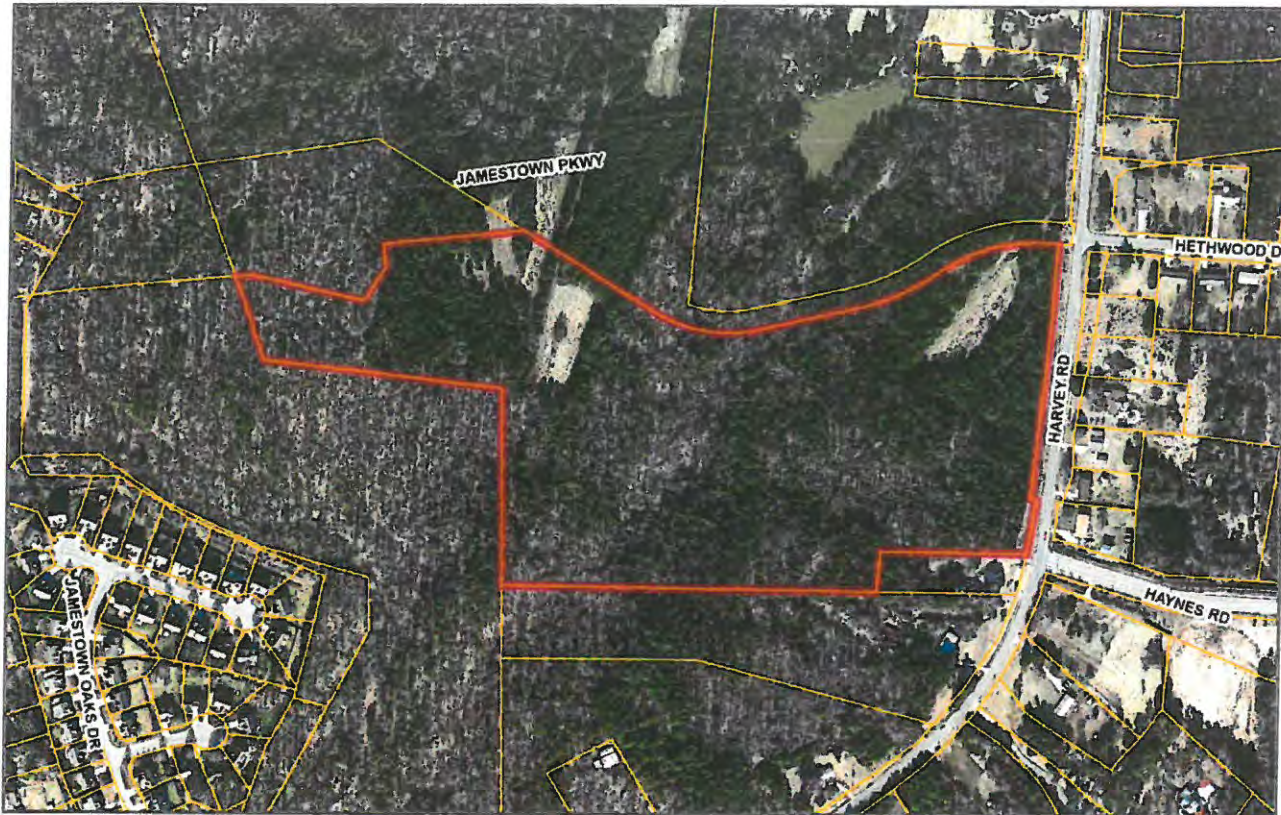
Planning Department	336-454-1138
Town Manager	336-454-1138
Public Services Department	336-454-1138
Guilford County Health Department	336-641-7777
NC Department of Transportation	336-487-0000
NC Department of Environmental Quality	336-641-3334
NC Department of Motor Vehicles	336-884-1003
NorthState Telecom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

Planning Board Members

Sarah Glanville	336-209-1712
Ed Stafford	336-669-5106
Jane Walker Payne	336-454-6552
Dennis Sholl	336-454-5902
Russell Walker, Jr.	336-302-8135
Cara Arena**	336-409-1175
Robert Coon**	336-580-1835
Donald Dale**	336-687-2453
Sherrie Richmond**	336-491-8983

**Denotes ETJ member

Guilford County, NC



Parcel Number	223271	Total Out Building Value	0
PIN	7821755114	Total Land Value	200000
Owner	AUMAN, SHERRILL L;AUMAN, KITSIE GLORIA	Total Deferred Value	0
Owner History	Card Image	Bldg Card	
Mail Address	5203 EDMONDSON AVE	Appraisal Model Code	
Mail City	DALLAS	Deed Data	10/6/2015
Mail State	TX	Neighborhood	7821A03
Mail Zip	75209	Property Type	AGRI/HORT
Property Address	4718 HARVEY RD	Structure Size	
Legal Description		Lot Size	31.4
Deed	007747-02672	Year Built	
Plat		Bedrooms	
Condo		Bathrooms	
Total Assessed	200000	Grade	
Total Building Value	0		



Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 500 feet
5/6/2022

Rezoning Case: 2022-01
4718 Harvey Road
AG to CZ-Bypass; Rezoning Request

Conditions as requested by the applicant:

1. The area of potential commercial use shall be limited to 2.5 Acres. The remainder of the site shall be limited to residential uses only.
2. No apartments shall be allowed.
3. The maximum number of residential lots shall be 95.
4. Setbacks – Maximum front setback of 30' along the internal roads and 65' along Harvey Road
5. Architectural standards –
 - a. Vinyl exterior with some element of stone or brick wainscot on the front. Decorative vinyl shakes or board and batten in front gable. Shutters per plan and elevation (some elevations are designed to not be conducive for shutters). A variety of elevations and neutral exterior colors.
6. Commercial shall be limited to:
 - a. Post office
 - b. Medical, dental, or related office
 - c. Real estate office or other professional office such as insurance; legal; accounting; consulting
 - d. Bank / financial institution
 - e. Florist/gift shop
 - f. Hardware store
7. Type A Buffer (LDO 11.6) between commercial and residential uses
8. A Traffic Impact Analysis (TIA) shall be completed before this rezoning is heard by Town Council. The developer shall comply with requirements identified in the TIA.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Close out East Fork Sidewalk / Pedestrian Bridge project

AGENDA ITEM #: II-H



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman, Finance Director

SUMMARY:

NCDOT has formally closed out this project. There are no funds remaining in the capital project fund. Therefore we request that the Town Council officially approve the closure of this project by resolution.

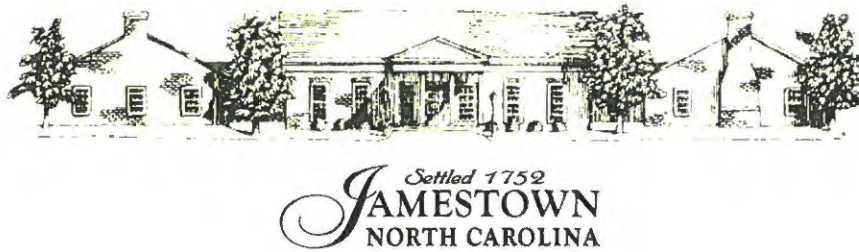
ATTACHMENTS: Resolution Closing East Fork Sidewalk & Pedestrian Bridge Capital Project Fund

RECOMMENDATION/ACTION NEEDED: Approve resolution to close out E Fork sidewalk & pedestrian bridge project

BUDGETARY IMPACT: none

SUGGESTED MOTION: Approve resolution to close out E Fork sidewalk & pedestrian bridge project

FOLLOW UP ACTION NEEDED:



**RESOLUTION CLOSING EAST FORK SIDEWALK & PEDESTRIAN BRIDGE
CAPITAL PROJECT FUND**

Whereas, the public sidewalk and pedestrian bridge project has been completed; and

Whereas, this capital project must be formally closed; and there are no unexpended balances to be returned to the General Fund;

**BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JAMESTOWN
THAT:**

Section 1. Close the public East Fork Sidewalk & Pedestrian Bridge capital project fund

Section 2. This resolution shall become effective upon adoption.

This foregoing resolution, having been submitted to a vote, was duly adopted this 20th day of September, 2022.

S. Lynn Montgomery, Mayor

ATTEST:

Katie M. Weiner,
Assistant Town Manager/Town Clerk

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Proclamation Fall Litter Sweep 2022

AGENDA ITEM #: 11-1



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie M. Weiner, Town Clerk

SUMMARY:

The North Carolina Department of Transportation (NCDOT) encourages local governments to sponsor and organize roadside cleanups every Spring and Fall.

Please contact Elizabeth Greeson at Town Hall if you are interested in participating in the Fall Litter Sweep. The number is (336) 454-1138.

ATTACHMENTS: Fall Litter Sweep Proclamation 2022 & Litter Sweep Flyers

RECOMMENDATION/ACTION NEEDED: N/A

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
FALL LITTER SWEEP 2022**

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

WHEREAS, the **FALL 2021 LITTER SWEEP** roadside cleanup will take place September 10th–September 24th, 2022 and encourages local governments and communities, civic and professional groups, businesses, churches, schools, families and individual citizens to participate sponsoring and organizing local roadside cleanups; and

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

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

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

WHEREAS, the **FALL 2022 LITTER SWEEP** cleanup will be the 39th biannual celebration of the North Carolina Adopt-A-Highway program and its 4,400 volunteer groups that donate their labor and time year round to keep our roadsides clean; and

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

NOW, THEREFORE, I, Lynn Montgomery, Mayor of the Town of Jamestown, do hereby proclaim September 24th, 2022 as Fall **"LITTER SWEEP"** day in the Town of Jamestown and encourage all citizens to take an active role in making Jamestown a cleaner community.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the Town of Jamestown on this the 20th day of September, 2022.

Mayor S. Lynn Montgomery

Join Town of Jamestown Annual Fall Litter Sweep

September 24, 2022----9-11am

Meet at the Jamestown Food Lion Parking Lot –

Main Street and Ragsdale Road

RSVP to 336-454-1138

**Plan to wear long sleeve shirts and high top shoes to
protect against unforeseen hazards.**

HOPE TO SEE YOU THERE!



FALL LITTER SWEEP

North Carolina
Sept. 10-24, 2022
Volunteer Locally!

**N.C. Department
of Transportation**
Biannual Cleanup Drive



Forms, posters, and
telephone listings are
available on our website

ncdot.gov/littersweep

Share your clean-up images at:
#LitterSweepNC



ADOPT-A-HIGHWAY
Learn how you can help keep
North Carolina beautiful.
apps.ncdot.gov/LM



SWAT-A-LITTERBUG

Littering is illegal and a fineable offense upon conviction, G.S. 14-399. Let us know when a person is littering by contacting Litter Management through the Online Swat-A-Litterbug process or by calling the NC State Highway Patrol at *HP or NCDOT Litter Management at **1-800-331-5864**. Find out more at **ncdot.gov/litterbug**.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Financial Analysis for August 2022

AGENDA ITEM #: II-J



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

Summary schedule of cash & deposits, debt balances, and total revenues collected to date and expenditures to date is provided. Both General and Water/Sewer funds have received about 5% of their annual revenues, and have spent 10% of expenditures (General Fund) and 7% (Water/Sewer Fund). There are certain expenditures that must all be paid at the beginning of a fiscal year; thus that is the reason why expenditures are greater than revenues at this point of the fiscal year. Revenue such as sales tax received in August is accrued to prior fiscal year.

A detailed budget to actual statement is also included as of 8-31-22.

We continue to pay our debt payments and rental equipment payments timely. Payments were made for contracted services, legal fees, temp employee for Sanitation. The town purchased a new service truck, skid steer and forestry cutter for Water and Sewer. Work on the concrete pad at the park shelter was completed.

The auditors were here in August for approximately 3 days to work on the annual audit of the Town. They will be completing the audit virtually. Then the Comprehensive Annual Financial Report will be prepared by Town staff and then reviewed by the auditors. The auditors will present the completed report to Town Council at a regular meeting.

ATTACHMENTS: 3 Page Summary & Detail to Actual Report August 2022

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

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

Petty Cash	\$ 1 350
Operating Cash	1,294,679
Certificates of Deposit	3,002,503
Money Market Accounts - First Bank	1,943,639
North Carolina Capital Management Trust	10,949,197
	<u>\$ 17,191,367</u>

Reservations of cash:

Cash reserved for Randleman Reservoir	\$ 546,525
Cash reserved by Powell Bill for street improvements	342,260
General Capital Reserve Fund	10,094
East Fork Sidewalk Capital Project	78
Lydia Multi-use Greenway Capital Project	32,677
Oakdale Sidewalk Phase 3	114,160
Oakdale Sidewalk Phase 2	30,103
Recreational Maintenance Facility Capital Project	1,042,712
Grants Project Ordinance Fund - ARP	1,430,832
Water Sewer Capital Reserve Fund	867,543
	<u>\$ 4,416,985</u>

Cash by Fund:

General	\$ 3,345,733
General Capital Reserve Fund	10,094
East Fork Sidewalk Capital Project	78
Lydia Multi-use Greenway Capital Project	32,677
Oakdale Sidewalk Phase 3	114,160
Oakdale Sidewalk Phase 2	30,103
Recreational Maintenance Facility Capital Project	1,042,712
Grants Project Ordinance fund - ARP	1,430,832
Water/Sewer	9,770,909
Randleman Reservoir	546,525
Water/Sewer Capital Reserve Fund	867,543
	<u>\$ 17,191,367</u>

Cash by Bank:

NCCMT	\$ 10,949,197
Pinnacle Bank	3,294,679
First Bank	2,946,142
	<u>\$ 17,190,017</u>

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

Installment Purchase Debt:	Balance at 31-Aug	Final Payment Date	Final Payment Fiscal Year
GENERAL FUND:			
Sanitation truck, financed in 2017	\$ 46,097	12/1/2023	2023/2024
Leaf truck, financed in 2017	47,123	12/1/2023	2023/2024
Knuckleboom truck, financed in 2020	74,906	5/7/2025	2024/2025
Golf Clubhouse Renovation	<u>333,353</u>	11/3/2027	2027/2028
	<u>\$ 501,479</u>		
WATER & SEWER FUND:			
Water & Sewer Maintenance Facility Construction	<u>\$ 249,973</u>	11/3/2027	2027/2028

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

	General Fund (#10)	General Capital Reserve Fund (#11)	Water/Sewer Fund (#30)	Randleman Reservoir Fund (#60)	Water/Sewer Capital Reserve Fund (#61)
Current Year Revenues (and transfers)	452,864	7,800	411,859	1,555	52
% of budget received	5%	5%	5%	1%	0%
% of budget, excluding appropriated fund balance, received	6%	6%	9%	1%	0%
Expenditures (and transfers)	868,334	-	604,788	-	-
% of budget expended	10%	0%	7%	0%	0%

	Fund (#17) Lydia (E Main) Capital Project	Fund (#18) Oakdale Sidewalk Ph 3 Capital Project	Fund (#20) Recreational Maint Facility Capital Project	Fund (#21) Oakdale Sidewalk Ph 2 Capital Project	Fund (#22) Special Revenue Grants Fund
Life to Date Revenues & Other Financing Sources	2,157,043	218,630	1,076,075	79,589	1,430,953
% of budget received	109%	32%	100%	40%	100%
Life to Date Expenditures	2,104,130	103,987	35,362	49,486	-
% of budget expended	106%	15%	3%	25%	0%

09/14/02
15:57:44

TOWN OF JAMESTOWN, NJ
Statement of Revenue Budget vs Actuals
for the Accounting Period: 8/7/02

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10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
3000					
3100 AD VALOREM TAXES	141,898.82	141,898.82	2,822,000.00	2,060,101.18	73 %
3101 Interest on Ad Valorem Taxes	85.86	85.86	2,500.00	2,417.14	97 %
3102 Tax and Tag revenue	0.00	0.00	234,600.00	234,600.00	100 %
3103 Interest on Tax and Tag Revenues	0.00	0.00	5,100.00	1,100.00	22 %
3200 SALES AND USE TAX	0.00	0.00	1,050,000.00	1,050,000.00	100 %
3250 Solid Waste Dispos. Tax	641.11	641.11	3,400.00	2,728.89	79 %
3256 ELECTRICITY SALES TAX	0.00	0.00	206,000.00	206,000.00	100 %
3257 TELECOMMUNICATIONS SALES TAX	0.00	0.00	39,000.00	39,000.00	100 %
3258 FINE NATURAL GAS SALES TAX	0.00	0.00	21,000.00	21,000.00	100 %
3261 VIDEO PROGRAMMING TAX	0.00	0.00	36,000.00	36,000.00	100 %
3310 POWELL BILL	0.00	0.00	103,000.00	103,000.00	100 %
3322 ALCOHOLIC BEVERAGES TAX	0.00	0.00	17,000.00	17,000.00	100 %
3325 ABC DISTRIBUTION	12,500.00	12,500.00	50,000.00	50,000.00	25 %
3441 Telecommunications Planning Fees	0.00	0.00	7,500.00	7,500.00	100 %
3443 REVIEW FEES	401.00	701.00	7,500.00	6,799.00	91 %
3444 CODE ENFORCEMENT FEES	0.00	0.00	100.00	100.00	100 %
3445 INSPECTION AND PERMIT FEES	0.00	0.00	700.00	700.00	100 %
3446 CELL TOWER RENTAL FEES	2,646.00	6,857.73	93,000.00	76,142.27	82 %
3448 REFUSE COLLECTION FEES	17,162.50	34,217.50	203,700.00	169,482.50	83 %
3600 GREEN FEES	65,088.00	123,517.25	535,000.00	411,482.75	77 %
3610 MECHANICAL CART RENTALS	48,287.00	67,966.00	280,000.00	212,034.00	76 %
3620 BULL CART RENTALS	20.00	33.00	300.00	267.00	89 %
3650 DRIVING RANGE	5,258.00	13,552.00	58,000.00	43,448.00	75 %
3660 GOLF SHOP CONCESSIONS SALES	13,911.70	22,847.56	69,000.00	66,155.44	97 %
3661 Golf Shop Grill Catering Revenues	0.00	0.00	500.00	500.00	100 %
3665 Golf Special Orders - Sales	3,194.35	5,581.85	12,000.00	6,418.15	53 %
3675 Golf Clubhouse Rental Fees	240.00	240.00	8,000.00	7,760.00	97 %
3921 INVESTMENT EARNINGS	4,019.17	5,586.49	40,000.00	31,413.51	78 %
3930 Sponsorships	0.00	50.00	0.00	-50.00	-
3936 SALES - PRO SHOP GOLF INVENTORY	1,162.16	12,919.27	54,000.00	41,080.73	76 %
3937 SHEDS RENTALS	600.00	1,000.00	3,000.00	2,000.00	67 %
3939 Building lease revenue	0.00	0.00	3,611.00	3,611.00	100 %
3939 MISCELLANEOUS REVENUES	24.89	56.60	500.00	463.40	93 %
3940 Rental Golf Sols	350.00	640.00	2,400.00	1,750.00	73 %
3941 Golf Field Rentals	0.00	0.00	8,000.00	8,000.00	100 %
3943 TRANSFER FROM GENERAL CAPITAL RESERVE FUND	0.00	0.00	75,000.00	75,000.00	100 %
3943 Transfer from Genl Project Fund	0.00	0.00	1,429,490.00	1,429,490.00	100 %
3940 POWELL HILL RESERVE APPROPRIATED	0.00	0.00	787,000.00	787,000.00	100 %
3991 FUND BALANCE APPROPRIATED	0.00	0.00	1,090,093.37	1,090,093.37	100 %
Account Group Total:	316,280.96	452,864.04	8,775,998.37	8,323,134.33	95 %
Fund Total:	316,280.96	452,864.04	8,775,998.37	8,323,134.33	95 %
Grand Total:	316,280.96	452,864.04	8,775,998.37	8,323,134.33	95 %

09/13/22
08:24:25

TOWN OF JAHRESTOWN, NJ
Budget vs. Actual Report
For the Accounting Period: 8/22

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10 GENERAL FUNDS

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
4100	GOVERNING BODY EXPENDITURES						
1019	PROFESSIONAL SERVICES	① 2,367.00	2,367.00	63,923.00	66,310.00	150,000.00	83,650.00
2100	DEPARTMENT SUPPLIES	143.98	143.98	0.00	143.98	2,500.00	1,656.02
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	2,500.00	2,500.00
2600	OFFICE SUPPLIES	0.00	15.39	0.00	15.39	200.00	184.61
2900	ASSETS NOT CAPITALIZED	0.00	0.00	0.00	0.00	1,500.00	1,500.00
3100	TRAVEL	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3150	CONFERENCE FEES AND SCHOOLS	300.00	300.00	0.00	300.00	2,000.00	1,700.00
3200	COMMUNICATIONS	0.00	0.00	0.00	0.00	2,500.00	2,500.00
3400	PRINTING	0.00	0.00	0.00	0.00	500.00	500.00
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3800	DATA PROCESSING SERVICES	53.25	56.25	741.75	800.00	800.00	0.00
3950	DUES AND SUBSCRIPTIONS	0.00	1,782.00	0.00	1,282.00	2,300.00	1,018.00
3955	Permit Fees	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4990	OTHER CONTRACTED SERVICES	450.00	675.00	3,825.00	4,500.00	5,500.00	1,000.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
	Account Total:	3,314.23	4,842.22	68,549.75	73,391.97	174,300.00	100,908.03
4200	ADMINISTRATION EXPENDITURES						
1000	SALARIES AND WAGES	30,673.00	60,073.00	0.00	60,073.00	450,000.00	329,927.00
1003	LONGEVITY PAY	0.00	0.00	0.00	0.00	5,000.00	5,000.00
1009	FICA EXPENSE	2,306.44	4,520.86	0.00	4,520.86	35,000.00	30,479.14
1010	RETIREMENT EXPENSE	3,661.76	7,172.39	0.00	7,172.39	35,000.00	47,827.61
1011	HEALTH INSURANCE EXPENSE	3,520.20	7,040.40	0.00	7,040.40	35,000.00	47,959.60
1012	FLEX & PR TIME ADMIN FEES	6.00	18.00	198.00	216.00	700.00	484.00
1014	WORKER'S COMPENSATION	614.81	614.81	0.00	614.81	700.00	85.19
1017	401K EXPENSE	1,463.60	2,819.40	0.00	2,819.40	22,000.00	19,180.60
1019	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	15,500.00	15,500.00
2100	DEPARTMENT SUPPLIES	347.33	419.79	0.00	419.79	2,000.00	1,580.21
2200	FOOD AND PROVISIONS	83.90	97.93	0.00	97.93	1,000.00	902.07
2600	OFFICE SUPPLIES	56.99	110.07	0.00	110.07	2,200.00	2,089.93
2900	ASSETS NOT CAPITALIZED	429.00	429.00	1,431.59	1,660.58	5,000.00	3,339.42
3100	TRAVEL	902.40	1,194.40	0.00	1,194.40	10,000.00	8,805.60
3150	CONFERENCE FEES AND SCHOOLS	525.00	1,020.00	0.00	1,020.00	7,000.00	5,980.00
3200	COMMUNICATIONS	139.50	1,175.55	3,869.45	5,044.00	10,000.00	5,655.00
3400	PRINTING	0.00	0.00	0.00	0.00	500.00	500.00
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	300.00	300.00
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	100.00	100.00
3800	DATA PROCESSING SERVICES	1,158.61	4,185.71	14,602.29	18,923.00	19,000.00	12.00
3950	DUES AND SUBSCRIPTIONS	1,031.98	7,652.80	1,310.86	8,963.66	11,500.00	2,536.34
3960	BANK AND MERCHANT FEES	0.00	0.00	0.00	0.00	200.00	200.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	1,000.00	1,000.00
4300	EQUIPMENT RENTAL	525.45	525.45	2,262.39	2,787.84	3,500.00	712.16
4400	SERVICE & MAINTENANCE CONTRACTS	161.42	6,925.96	289.58	7,214.54	13,000.00	5,785.46
4500	INSURANCE AND BONDING	0.00	644.30	0.00	644.30	1,000.00	355.70
4990	OTHER CONTRACTED SERVICES	152.48	152.48	1,587.52	1,740.00	46,000.00	44,260.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	4,000.00	4,000.00	4,000.00	0.00
	Account Total:	46,325.89	106,797.30	29,750.67	136,547.97	782,900.00	646,352.03

① Roberson Hawthth + Reese + Fox Rothschild - Legal Fees

09/13/22
09:24:25TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
4900 PLANNING DEPARTMENT EXPENDITURES							
1000	SALARIES AND WAGES	9,960.00	9,747.00	0.00	9,747.00	111,000.00	101,253.00
1003	LONGEVITY PAY	0.00	0.00	0.00	0.00	750.00	750.00
1009	FICA EXPENSE	391.21	749.19	0.00	749.19	6,550.00	7,800.81
1010	RETIREMENT EXPENSE	602.64	1,184.36	0.00	1,184.36	13,500.00	12,315.64
1011	HEALTH INSURANCE EXPENSE	582.10	1,764.20	0.00	1,764.20	21,600.00	19,835.80
1012	FLEX & PR TIME ADMIN FEES	12.00	18.00	126.00	144.00	500.00	356.00
1014	WORKER'S COMPENSATION	384.26	384.26	0.00	384.26	500.00	115.74
1017	401K EXPENSE	248.02	475.83	0.00	475.83	5,550.00	5,074.17
2100	DEPARTMENT SUPPLIES	260.95	302.44	264.00	512.44	3,500.00	2,987.56
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	750.00	750.00
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00
2520	FUELS - GAS & OIL	0.00	55.63	0.00	55.63	500.00	444.37
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	2,000.00	2,000.00
2900	ASSETS NOT CAPITALIZED	0.00	0.00	1,431.58	1,431.58	6,500.00	3,068.42
3100	TRAVEL	0.00	0.00	0.00	0.00	2,500.00	2,500.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	0.00	0.00	0.00	3,000.00	3,000.00
3200	COMMUNICATIONS	163.07	209.75	1,426.35	1,736.10	4,100.00	2,363.90
3400	PRINTING	0.00	0.00	0.00	0.00	1,250.00	1,250.00
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	500.00	500.00
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	20,000.00	20,000.00
3800	DATA PROCESSING SERVICES	349.12	367.84	5,832.16	6,200.00	6,200.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	0.00	250.00	250.00	250.00	0.00
3950	DUES AND SUBSCRIPTIONS	876.18	876.18	640.14	1,716.32	5,000.00	3,283.68
3980	MISCELLANEOUS EXPENSE	21.00	47.00	0.00	47.00	500.00	453.00
4400	SERVICE & MAINTENANCE CONTRACTS	0.00	0.00	0.00	0.00	700.00	700.00
4500	INSURANCE AND BONDING	0.00	193.29	0.00	193.29	300.00	106.71
4990	OTHER CONTRACTED SERVICES	0.00	3,510.00	54,955.00	58,065.00	70,000.00	11,935.00
4991	Telecommunications Contracted	0.00	0.00	7,500.00	7,500.00	7,500.00	0.00
5820	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	2,500.00	2,500.00
Account Total:		9,140.55	19,990.87	73,225.23	93,216.10	299,000.00	205,783.90
5000 BUILDING & GROUNDS EXPENDITURES							
2100	DEPARTMENT SUPPLIES	376.65	875.02	857.42	1,742.44	8,000.00	6,257.56
2140	SEED and SOG	0.00	0.00	0.00	0.00	800.00	800.00
2141	CHEMICALS	0.00	0.00	0.00	0.00	500.00	500.00
2142	FERTILIZER AND LIME	0.00	0.00	0.00	0.00	600.00	600.00
2144	MULCH & PINE NEEDLES	0.00	0.00	0.00	0.00	2,500.00	2,500.00
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	0.00	0.00	0.00	2,500.00	2,500.00
2900	ASSETS NOT CAPITALIZED	0.00	0.00	0.00	0.00	2,500.00	2,500.00
3200	COMMUNICATIONS	153.25	268.55	1,651.44	1,920.00	3,000.00	80.00
3300	UTILITIES	1,771.33	3,690.19	5,452.92	9,143.11	30,000.00	20,856.89
3350	Water Utilities	6.66	13.32	0.00	13.32	500.00	486.68
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	50,000.00	50,000.00
3940	LANDFILL FEES/DUMPSTER P/U	0.00	0.00	0.00	0.00	500.00	500.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4300	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	200.00	200.00
4400	SERVICE & MAINTENANCE CONTRACTS	3,601.50	12,629.13	23,975.00	30,604.13	40,000.00	3,395.87
4500	INSURANCE AND BONDING	0.00	16,107.76	0.00	16,107.76	22,000.00	5,892.24
4990	OTHER CONTRACTED SERVICES	140.00	661.00	1,072.17	1,733.17	42,000.00	40,266.83

② Turfmasters Lawn Care, Midway Franchising LLC - cleaning lawn care

09/13/22
08:24:25TOWN OF JAMESTOWN, NC
Budget vs. Actual Report
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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	0.00	12,490.00	12,490.00	267,500.00	340,010.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	4,000.00	4,000.00
	Account Total:	6,046.82	34,244.97	45,508.96	79,753.93	566,600.00	486,846.07
5100	PUBLIC SAFETY EXPENDITURES						
4910	SHERIFF CONTRACT	0.00	0.00	0.00	0.00	550,000.00	550,000.00
4911	Sheriff Off Duty - Town events	524.00	1,348.00	5,152.00	6,500.00	6,500.00	0.00
4912	Sheriff off-duty for non-profit	0.00	0.00	0.00	0.00	2,500.00	2,500.00
4920	ANIMAL CONTROL CONTRACT	0.00	0.00	0.00	0.00	14,000.00	14,000.00
	Account Total:	524.00	1,348.00	5,152.00	6,500.00	573,000.00	566,500.00
5300	FIRE EXPENSES						
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3856	Fire Inspection Fees	0.00	0.00	0.00	0.00	12,000.00	12,000.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	300.00	300.00
4900	PINECROFT SEDGEFIELD FIRE CONTRACT	0.00	216,538.48	0.00	216,538.48	866,154.00	649,615.52
4930	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	9,000.00	9,000.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	1,000.00	1,000.00
	Account Total:	0.00	216,538.48	0.00	216,538.48	889,954.00	673,415.52
5600	STREET MAINTENANCE EXPENDITURES						
2100	DEPARTMENT SUPPLIES	44.56	44.56	0.00	44.56	8,000.00	5,955.44
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	0.00	8,000.00	8,000.00	8,000.00	2,000.00
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	7,000.00	7,000.00
2520	FUELS - GAS & OIL	0.00	0.00	0.00	0.00	6,000.00	6,000.00
2900	ASSETS NOT CAPITALIZED	0.00	0.00	702.50	702.50	20,000.00	19,298.00
3300	UTILITIES	14,058.34	15,388.32	0.00	15,388.32	160,000.00	144,611.68
3500	REPAIRS AND MAINTENANCE	0.00	0.00	1,700.00	1,700.00	8,000.00	6,800.00
3940	LANDFILL FEES/DUMPSTER FDU	0.00	0.00	0.00	0.00	500.00	500.00
3955	Permit Fees	0.00	860.00	0.00	860.00	1,100.00	240.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	100.00	100.00
4300	EQUIPMENT RENTAL	320.92	320.92	219.08	540.00	540.00	0.00
4400	SERVICE & MAINTENANCE CONTRACTS	187.50	335.00	2,825.00	3,160.00	5,400.00	2,560.00
4500	INSURANCE AND BONDING	0.00	0.00	0.00	0.00	1,200.00	1,200.00
4980	STORMWATER FEES	0.00	5,605.00	0.00	5,605.00	6,000.00	395.00
4990	OTHER CONTRACTED SERVICES	1,320.15	1,320.15	35,424.80	36,744.95	75,000.00	38,255.05
5500	CAPITAL OUTLAY - EQUIPMENT	0.00	0.00	8,500.00	8,500.00	8,500.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	460.00	460.00
	Account Total:	15,911.47	23,873.95	54,870.08	78,744.03	314,000.00	235,255.97
5700	POWER BILL						
4990	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	300,000.00	300,000.00
	Account Total:	0.00	0.00	0.00	0.00	300,000.00	300,000.00
5800	SANITATION EXPENDITURES						
1000	SALARIES AND WAGES	6,408.00	12,846.96	0.00	12,846.96	125,000.00	112,153.04
1003	LONGEVITY PAY	0.00	0.00	0.00	0.00	1,100.00	1,100.00
1009	FICA EXPENSE	482.00	966.35	0.00	966.35	10,000.00	9,033.65
1010	RETIREMENT EXPENSE	784.64	1,573.05	0.00	1,573.05	15,000.00	13,426.95
1011	HEALTH INSURANCE EXPENSE	1,764.30	3,528.40	0.00	3,528.40	35,000.00	31,471.60

③ music in The Park

④ Summit Design + Engineering Service

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
1012	FLEX & FR TIME ADMIN FEES	12.00	34.00	170.00	164.00	500.00	356.00
1014	WORKER'S COMPENSATION	5,763.85	5,763.85	0.00	5,763.85	6,000.00	236.15
1017	401K EXPENSE	620.66	617.36	0.00	617.36	6,000.00	5,382.64
2100	DEPARTMENT SUPPLIES	190.16	190.16	0.00	190.16	140,000.00	139,809.84
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	100.00	100.00
2500	VEHICLE SUPPLIES	693.00	1,368.24	0.00	1,368.24	12,000.00	10,631.76
2520	FUELS - GAS & OIL	2,185.36	3,710.06	31,289.94	35,000.00	35,000.00	0.00
3200	COMMUNICATIONS	25.88	121.88	619.12	550.00	1,200.00	650.00
3400	PRINTING	0.00	0.00	0.00	0.00	2,000.00	2,000.00
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	6,000.00	6,000.00
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	2,100.00	2,100.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00
3940	LANDFILL FEES/DUMPFSTER F/Y	6,823.14	6,823.14	60,176.86	65,000.00	70,000.00	5,000.00
3945	Recycle Fees	8,209.16	8,209.16	106,190.82	115,000.00	115,000.00	0.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	200.00	200.00
4300	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	500.00	500.00
4500	INSURANCE AND BONDING	0.00	1,610.78	0.00	1,610.78	2,500.00	989.22
4990	OTHER CONTRACTED SERVICES	2,447.76	5,014.56	0.00	5,014.56	10,000.00	4,985.44
5400	CAPITAL OUTLAY - MOTOR VEHICLES	0.00	0.00	427,886.00	427,886.00	463,000.00	35,114.00
5500	CAPITAL OUTLAY - EQUIPMENT	0.00	0.00	41,981.00	41,981.00	42,000.00	19.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	2,000.00	2,000.00
Account Total:		34,119.63	50,381.99	669,658.74	720,040.73	1,103,200.00	383,159.27
6200	RECREATION EXPENDITURES						
1000	SALARIES AND WAGES	9,045.66	16,042.56	0.00	16,042.56	142,000.00	125,957.44
1003	LONGEVITY PAY	0.00	0.00	0.00	0.00	3,100.00	3,100.00
1009	FICA EXPENSE	605.39	1,205.52	0.00	1,205.52	11,500.00	10,294.48
1010	RETIREMENT EXPENSE	984.83	1,961.30	0.00	1,961.30	18,000.00	16,038.70
1011	HEALTH INSURANCE EXPENSE	1,764.20	3,528.40	0.00	3,528.40	33,500.00	29,971.60
1012	FLEX & FR TIME ADMIN FEES	12.00	12.00	132.00	144.00	500.00	356.00
1014	WORKER'S COMPENSATION	2,305.54	2,305.54	0.00	2,305.54	3,000.00	694.46
1017	401K EXPENSE	327.76	764.31	0.00	764.31	7,100.00	6,335.69
2100	DEPARTMENT SUPPLIES	779.93	1,061.06	0.00	1,061.06	11,000.00	9,938.94
2140	SEED and SOY	0.00	0.00	0.00	0.00	2,000.00	2,000.00
2141	CHEMICALS	0.00	0.00	0.00	0.00	5,000.00	5,000.00
2142	FERTILIZER AND LIME	0.00	0.00	0.00	0.00	3,000.00	3,000.00
2143	IRRIGATION SUPPLIES	0.00	372.41	0.00	372.41	500.00	127.59
2144	MULCH & PINE NEEDLES	40.00	40.00	0.00	40.00	5,000.00	4,960.00
2145	TOPSOIL (Saru)	1,411.41	1,411.41	0.00	1,411.41	1,500.00	88.59
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	50.00	50.00
2400	CONSTRUCTION & REPAIR SUPPLIES	577.72	577.72	920.00	1,497.72	3,000.00	1,502.28
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	1,000.00	1,000.00
2520	FUELS - GAS & OIL	0.00	57.12	0.00	57.12	9,500.00	9,442.88
2550	EQUIPMENT SUPPLIES	88.17	672.81	0.00	672.81	2,500.00	1,827.19
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	300.00	300.00
2900	ASSETS NOT CAPITALIZED	771.60	771.60	0.00	771.60	6,500.00	5,728.40
3100	TRAVEL	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	0.00	0.00	0.00	1,500.00	1,500.00
3200	COMMUNICATIONS	368.97	650.34	2,524.66	4,175.00	13,000.00	8,825.00
3300	UTILITIES	580.10	1,163.33	0.00	1,163.33	15,500.00	14,336.67
3350	Water Utilities	24.93	45.66	0.00	45.66	350.00	304.34

⑤ Bradley Personnel Inc - temp employee

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TOWN OF JAMESTOWN, NC
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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
3500	REPAIRS AND MAINTENANCE	19.98	25.97	19,350.00	19,385.97	22,000.00	2,614.03
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	100.00	100.00
3800	DATA PROCESSING SERVICES	21.45	21.45	375.55	600.00	400.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	0.00	600.00	600.00	600.00	0.00
3940	LANDFILL FEE/DUMPSTER FEE	0.00	0.00	0.00	0.00	500.00	500.00
3950	DUES AND SUBSCRIPTIONS	170.00	170.00	0.00	170.00	1,500.00	1,330.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
3981	Special Events	⑥ 2,408.27	2,493.27	1,625.00	2,408.27	12,000.00	5,491.73
4101	Library Services	0.00	13,500.00	0.00	13,500.00	54,000.00	40,500.00
4102	Recreation Services	0.00	0.00	0.00	0.00	20,000.00	20,000.00
4103	Cultural/Historical Services	0.00	0.00	0.00	0.00	10,500.00	10,500.00
4300	EQUIPMENT RENTAL	⑦ 2,928.86	6,434.38	16,446.61	22,078.19	22,680.00	600.61
4400	SERVICE & MAINTENANCE CONTRACTS	146.75	283.50	1,467.50	1,461.00	3,000.00	1,239.00
4500	INSURANCE AND BONDING	0.00	1,932.92	0.00	1,932.92	1,500.00	-432.92
4990	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	4,300.00	4,300.00
5700	CAPITAL OUTLAY - LAND IMPR -	⑧ 7,556.00	7,556.00	0.00	7,556.00	8,120.00	564.00
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	0.00	15,000.00	15,000.00	315,000.00	300,000.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	2,000.00	2,000.00
Account Total:		33,113.52	67,410.29	59,442.62	126,852.91	779,100.00	652,247.09
6300	GOLF COURSE MAINTENANCE						
1000	SALARIES AND WAGES	28,176.81	57,422.43	0.00	57,422.43	410,000.00	352,577.57
1003	LONGEVITY PAY	0.00	0.00	0.00	0.00	6,200.00	6,200.00
1005	FICA EXPENSE	2,150.07	4,228.61	0.00	4,228.61	32,000.00	27,771.39
1010	RETIREMENT EXPENSE	3,475.59	7,037.57	0.00	7,037.57	47,000.00	39,962.43
1011	HEALTH INSURANCE EXPENSE	6,174.70	12,349.40	0.00	12,349.40	16,000.00	3,650.60
1012	FLSA & PR TIME ADMIN FEES	6.00	12.00	20.00	72.00	650.00	578.00
1013	RETIRED HEALTH INSURANCE EXPENSE	220.32	440.64	0.00	440.64	10,000.00	9,559.36
1014	WORKER'S COMPENSATION	4,226.83	4,226.83	0.00	4,226.83	5,000.00	773.17
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	6,000.00	6,000.00
1017	401K EXPENSE	1,458.83	2,802.72	0.00	2,802.72	20,000.00	17,197.28
2100	DEPARTMENT SUPPLIES	521.28	877.98	0.00	877.98	11,000.00	10,122.02
2140	SEED and SOG	0.00	0.00	0.00	0.00	8,000.00	8,000.00
2141	CHEMICALS	0.00	2,370.00	5,163.00	7,533.00	65,000.00	37,467.00
2142	FERTILIZER AND LIME	124.75	124.75	2,390.00	2,514.75	30,000.00	27,485.25
2143	IRRIGATION SUPPLIES	0.00	1,490.94	1,443.88	2,436.82	7,000.00	4,063.18
2144	MULCH & PINE NEEDLES	0.00	0.00	0.00	0.00	6,000.00	6,000.00
2145	TOPSOIL (Sand)	0.00	1,564.79	0.00	1,564.79	16,000.00	14,435.21
2145	TEF AND GREEN SUPPLIES	0.00	0.00	0.00	0.00	5,000.00	5,000.00
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	200.00	200.00
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	0.00	0.00	0.00	2,500.00	2,500.00
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	700.00	700.00
2520	FUELS - GAS & OIL	3,421.84	6,444.28	28,442.97	34,867.25	25,000.00	112.75
2550	EQUIPMENT SUPPLIES	3,489.19	5,633.95	2,032.30	3,666.25	30,000.00	22,333.75
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	1,500.00	1,500.00
2900	ASSETS NOT CAPITALIZED	0.00	0.00	0.00	0.00	8,000.00	8,000.00
3100	TRAVEL	0.00	0.00	0.00	0.00	3,000.00	3,000.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	0.00	0.00	0.00	1,550.00	1,550.00
3200	COMMUNICATIONS	628.07	1,178.59	3,941.41	5,120.00	7,700.00	2,580.00
3300	UTILITIES	971.48	2,226.28	1,978.00	4,204.28	20,000.00	15,795.72
3350	Water Utilities	24.93	45.46	0.00	45.46	600.00	354.54

⑥ music in The Park

⑦ Equipment Rental payments + property tax payments - PNC, VGM Financial Services

⑧ Wendt Concrete - pour + finish concrete pad at shelter

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
3500	REPAIRS AND MAINTENANCE	1,239.50	1,239.50	860.50	2,100.00	10,000.00	7,900.00
3600	DATA PROCESSING SERVICES	58.07	58.07	741.94	800.00	800.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00
3940	LANDFILL FEES/DUMPSTER P/O	161.05	517.63	1,248.60	1,766.43	1,800.00	33.57
3950	DUES AND SUBSCRIPTIONS	0.00	2,400.00	0.00	2,400.00	5,800.00	3,400.00
3960	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	500.00	500.00
4300	EQUIPMENT RENTAL	7,393.91	19,354.91	64,214.65	59,569.56	62,400.00	2,830.44
4400	SERVICE & MAINTENANCE CONTRACTS	42.25	2,100.10	422.90	2,522.60	4,000.00	477.40
4500	INSURANCE AND BONDING	0.00	0,297.09	0.00	5,992.08	10,000.00	4,007.91
4990	OTHER CONTRACTED SERVICES	0.00	0.00	2,846.00	2,846.00	7,000.00	4,154.00
5500	CAPITAL OUTLAY - EQUIPMENT	0.00	0.00	55,259.37	55,959.37	311,859.37	156,000.00
5700	CAPITAL OUTLAY - LAND IMPR -	0.00	0.00	0.00	0.00	50,000.00	50,000.00
5800	CAPITAL OUTLAY - BUILDINGS &	0.00	0.00	3,620.00	3,620.00	248,200.00	244,580.00
6820	First Bank Credit Card Encumbrance	0.00	0.00	2,000.00	2,000.00	2,000.00	0.00
9700	CONTINGENCY	0.00	0.00	0.00	0.00	3,200.00	3,200.00
Account Total:		65,067.52	139,139.72	158,565.11	297,704.83	1,471,259.37	1,173,554.54
6301	GOLF SHOP EXPENDITURES						
1000	SALARIES AND WAGES	24,196.55	45,037.81	0.00	48,037.91	315,000.00	266,962.09
1003	LONGEVITY PAY	0.00	0.00	0.00	0.00	3,700.00	3,700.00
1009	FICA EXPENSE	1,863.72	3,700.23	0.00	3,700.23	24,500.00	20,799.77
1010	RETIREMENT EXPENSE	1,814.08	3,657.89	0.00	3,657.89	20,000.00	21,342.11
1011	HEALTH INSURANCE EXPENSE	3,526.51	7,653.02	0.00	7,653.02	44,000.00	36,346.98
1012	FLEX & PR TIME ADMIN FEES	0.00	0.00	0.00	0.00	1,800.00	1,800.00
1013	RETIRE HEALTH INSURANCE EXPENSE	3,214.62	3,214.62	0.00	3,214.62	10,500.00	7,285.38
1014	WORKER'S COMPENSATION	1,229.62	1,229.62	0.00	1,229.62	1,500.00	210.38
1017	401K EXPENSE	746.54	1,434.48	0.00	1,434.48	9,800.00	8,365.52
2100	DEPARTMENT SUPPLIES	1,047.21	1,140.29	1,511.85	2,652.14	10,500.00	7,847.86
2101	Grill Supplies	397.26	700.10	4,929.50	5,640.00	7,500.00	1,859.00
2156	RANGE SUPPLIES	2,863.81	2,863.81	0.00	2,863.81	7,000.00	4,136.19
2200	FOOD AND PROVISIONS	0.00	0.00	0.00	0.00	400.00	400.00
2400	CONSTRUCTION & REPAIR SUPPLIES	0.00	0.00	0.00	0.00	1,000.00	1,000.00
2500	VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00
2520	FUELS - GAS & OIL	0.00	0.00	0.00	0.00	500.00	500.00
2600	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	1,000.00	1,000.00
2700	GOLF INVENTORY FOR RESALE	8,858.35	12,268.24	4,188.75	20,454.99	55,000.00	34,545.01
2705	Golf Special Orders - Purchases	913.80	2,815.67	1,200.00	4,015.67	10,000.00	5,984.33
2710	CONCESSION INVENTORY RESALE	3,669.71	5,269.87	29,165.47	34,415.36	38,000.00	415.24
2715	Food purchases not in inventory	2,267.00	3,026.36	11,343.62	14,369.98	17,500.00	3,130.02
2900	ASSETS NOT CAPITALIZED	0.00	0.00	0.00	0.00	2,500.00	2,500.00
3100	TRAVEL	0.00	0.00	0.00	0.00	500.00	500.00
3150	CONFERENCE FEES AND SCHOOLS	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3200	COMMUNICATIONS	635.30	1,593.87	7,093.12	8,675.00	11,200.00	2,525.00
3300	UTILITIES	1,176.70	2,430.95	1,956.55	4,387.50	18,000.00	13,612.50
3350	Water Utilities	24.94	45.46	0.00	45.46	350.00	304.52
3400	PRINTING	128.00	128.00	0.00	128.00	400.00	272.00
3500	REPAIRS AND MAINTENANCE	0.00	0.00	0.00	0.00	5,000.00	5,000.00
3700	MARKETING / ADVERTISING	60.40	120.80	604.00	124.80	10,000.00	9,275.20
3800	DATA PROCESSING SERVICES	752.24	901.92	3,099.06	10,000.00	10,000.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	52.00	52.00	1,948.00	2,000.00	2,000.00	0.00
3940	LANDFILL FEES/DUMPSTER P/O	197.04	508.63	2,272.94	3,841.57	3,200.00	356.43

① Equipment rental payment + property tax payment - PNC, vGm, The Huntington National

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10 GENERAL FUND

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
3950	DUES AND SUBSCRIPTIONS	150.00	979.00	0.00	519.00	2,500.00	1,821.00
3955	Permit Fees	0.00	0.00	0.00	0.00	200.00	200.00
3960	BANK AND MERCHANT FEES	2,138.56	4,554.00	10,540.00	21,500.00	25,000.00	3,500.00
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	250.00	250.00
4300	EQUIPMENT RENTAL	156.04	674.12	1,599.03	2,003.15	2,500.00	436.85
4310	GOLF CART RENTALS	5,321.28	15,741.88	49,845.52	62,921.36	65,800.00	1,842.64
4311	SALES AND USE TAX PAID	1,876.03	4,159.14	0.00	4,159.14	18,000.00	14,840.86
4400	SERVICE & MAINTENANCE CONTRACTS	1,968.66	2,641.60	11,543.12	16,991.52	17,000.00	2,008.48
4500	INSURANCE AND BONDING	0.00	5,636.15	0.00	5,636.15	10,000.00	1,301.85
4990	OTHER CONTRACTED SERVICES	197.47	651.37	32,000.00	22,837.47	65,500.00	44,642.53
5100	CAPITAL OUTLAY - LAND IMP -	0.00	25,250.00	38,250.00	56,500.00	60,000.00	3,500.00
Account Total:		71,347.06	169,365.92	205,551.96	374,917.88	912,900.00	537,982.12
8000	Debt Service						
7100	DEBT PRINCIPAL PAYMENTS	23,887.84	23,887.84	0.00	23,887.84	223,800.00	199,912.16
7200	DEBT INTEREST PAYMENTS	2,712.73	2,712.73	0.00	2,712.73	18,000.00	15,287.27
Account Total:		26,600.59	26,600.59	0.00	26,600.59	241,800.00	215,199.41
9600	OTHER FINANCING USES						
9600	TRANSFERS TO OTHER FUNDS	6,930.63	7,799.65	0.00	7,799.65	366,015.00	358,215.35
Account Total:		6,930.63	7,799.65	0.00	7,799.65	366,015.00	358,215.35
Account Group Total:		320,441.91	868,333.95	1,370,275.12	2,238,609.07	8,774,028.37	6,535,419.30
Fund Total:		320,441.91	868,333.95	1,370,275.12	2,238,609.07	8,774,028.37	6,535,419.30

- ⑩ Golf cart rental payment - PNC Equipment Finance
- ⑪ Golf clubhouse payment + Knuckleboom payment
- ⑫ Interest payment on Golf clubhouse & Knuckleboom
- ⑬ transfer \$.02 of tax collections

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

Account	Received			Revenue		% Received
	Current Month	Received YTD	Estimated Revenue	To Be Received		
3000						
3001 INVESTMENT EARNINGS	0.11	0.19	40.00	39.81	0 %	
3061 TRANSFER FROM GENERAL FUND	① 6,930.63	7,799.65	126,000.00	118,200.35	6 %	
Account Group Total:	6,930.74	7,799.84	126,040.00	118,240.16	6 %	
Fund Total:	6,930.74	7,799.84	126,040.00	118,240.16	6 %	

① \$.02 transfer of tax collections

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TOWN OF JAMESTOWN, NJ
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1. General Capital Reserve Fund

Account	Object	Expended	Expended	Encumbered	Committed	Current	Available
		Current Month	YTD	YTD	YTD	Appropriation	Appropriation
3							
9600	OTHER FINANCING USES						
	9600 TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	126,040.00	126,040.00
	Account Total:	0.00	0.00	0.00	0.00	126,040.00	126,040.00
	Account Group Total:	0.00	0.00	0.00	0.00	126,040.00	126,040.00
	Fund Total:	0.00	0.00	0.00	0.00	126,040.00	126,040.00

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TOWN OF JAMESTOWN, NC
Statement of Revenue Budget vs Actuals
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30 WATER AND SEWER

Account	Received		Estimated Revenue	Revenue		% Received
	Current Month	Received YTD		To Be Received		
3000						
3345 INSPECTION AND PERMIT FEES	110.24	213.09	3,400.00	3,186.91	8 %	
3710 UTILITY CHARGE - WATER	86,860.15	148,132.29	958,000.00	609,867.71	15 %	
3720 UTILITY CHARGE - SEWER	127,883.10	220,864.73	2,600,000.00	2,378,135.23	8 %	
3741 Meter Fee	500.00	1,000.00	500.00	-500.00	200 %	
3742 System Development Fees to be transferred	3,000.00	6,000.00	0.00	-6,000.00	** %	
3743 System Admin / Installation fee	100.00	300.00	100.00	-200.00	300 %	
3745 Connection Fees - Water and Sewer	950.00	1,651.50	10,000.00	8,148.50	19 %	
3750 NONPAYMENT / RECONNECTION FEES	1,075.00	5,125.00	20,000.00	15,875.00	26 %	
3755 Return Check Fees	75.00	150.00	200.00	50.00	95 %	
3760 LATE FEES	1,700.00	3,540.00	20,000.00	16,460.00	18 %	
3765 CREDIT CARD ADMINISTRATION FEES	48.70	122.72	600.00	477.28	20 %	
3831 INVESTMENT EARNINGS	14,457.47	24,424.05	70,000.00	45,575.95	35 %	
3839 MISCELLANEOUS REVENUES	135.13	135.13	200.00	64.87	68 %	
3987 TRANSFER FROM RANDLEMAN CAPITAL RESERVE FUND	0.00	0.00	118,500.00	118,500.00	0 %	
3988 TRANSFER FROM WATER SEWER CAPITAL RESERVE	0.00	0.00	1,000,000.00	1,000,000.00	0 %	
3992 NET POSITION APPROPRIATED	0.00	0.00	3,715,285.00	3,715,285.00	0 %	
Account Group Total:	238,814.86	411,858.55	8,516,785.00	8,104,926.45	5 %	
Fund Total:	238,814.86	411,858.55	8,516,785.00	8,104,926.45	5 %	

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10 WATER AND SEWER

Account	Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
0							
0100	WATER AND SEWER						
1000	SALARIES AND WAGES	14,361.46	106,310.88	0.00	106,310.88	600,000.00	693,689.12
1003	LONGEVITY PAY	0.00	0.00	0.00	0.00	15,500.00	15,500.00
1009	FICA EXPENSE	4,112.20	3,156.87	0.00	3,156.87	65,000.00	61,843.13
1010	RETIREMENT EXPENSE	6,568.48	12,894.92	0.00	12,894.92	100,000.00	87,105.08
1011	HEALTH INSURANCE EXPENSE	6,803.69	19,571.70	0.00	19,571.70	144,000.00	124,428.30
1012	FLEX & FR TIME ADMIN FEES	24.00	68.00	0.00	68.00	1,000.00	931.00
1013	RETIREE HEALTH INSURANCE EXPENSE	1,347.20	3,714.36	0.00	3,714.36	21,000.00	17,285.64
1014	WORKER'S COMPENSATION	0.00	0.00	0.00	0.00	8,000.00	8,000.00
1015	Unemployment Compensation	0.00	0.00	0.00	0.00	500.00	500.00
1017	SOLE EXPENSE	11,018.54	12,454.87	0.00	12,454.87	80,000.00	67,545.13
1019	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	10,500.00	10,500.00
2100	DEPARTMENT SUPPLIES	2,440.64	1,916.47	1,268.50	4,540.97	30,000.00	25,459.03
2105	WATER METERS	0.00	1,050.00	0.00	1,050.00	10,000.00	8,950.00
2200	FOOD AND PROVISIONS	62.89	76.91	0.00	76.91	1,000.00	923.09
2400	CONSTRUCTION & REPAIR SUPPLIES	1,438.73	1,431.66	1,452.78	15,346.46	14,000.00	2,603.54
2500	VEHICLE SUPPLIES	120.59	120.59	0.00	120.59	1,500.00	1,379.41
2520	FUELS - GAS & OIL	1,197.08	6,378.33	18,021.67	45,000.00	65,000.00	0.00
2550	EQUIPMENT SUPPLIES	624.96	800.22	3,110.00	3,910.22	5,000.00	1,089.78
2600	OFFICE SUPPLIES	0.00	114.66	0.00	114.66	2,000.00	1,885.34
2750	PURCHASE OF WATER	22,604.13	22,581.93	297,275.89	289,950.82	375,000.00	105,049.18
2755	Water Transmission Fees	1,751.53	1,751.53	0.00	1,751.53	27,500.00	25,748.47
2900	ASSETS NOT CAPITALIZED	5,487.94	5,462.35	0.00	5,462.35	25,000.00	19,537.65
3100	TRAVEL	0.00	0.00	0.00	0.00	2,500.00	2,500.00
3150	CONFERENCE FEES AND SEMINARS	0.00	0.00	2,310.00	2,310.00	7,500.00	5,190.00
3200	COMMUNICATIONS	2,241.35	3,112.97	18,452.03	22,765.00	35,000.00	12,234.97
3300	UTILITIES	700.57	1,037.59	0.00	1,037.59	16,000.00	14,962.41
3350	Water Utilities	13.32	28.86	0.00	28.86	500.00	471.14
3400	PRINTING	309.71	509.71	4,050.29	4,500.00	1,000.00	2,500.00
3500	REPAIRS AND MAINTENANCE	0.00	3,446.60	4,200.00	1,844.60	40,000.00	35,755.40
3700	MARKETING / ADVERTISING	0.00	0.00	0.00	0.00	1,000.00	1,000.00
3800	DATA PROCESSING SERVICES	1,444.37	1,537.61	18,462.29	21,000.00	23,000.00	0.00
3900	DRUG TESTING & BACKGROUND CHECKS	0.00	0.00	1,300.00	1,300.00	1,300.00	0.00
3940	LANDFILL FEES/DUMPFESTER P/O	0.00	0.00	0.00	0.00	4,000.00	4,000.00
3950	DUES AND SUBSCRIPTIONS	599.99	2,434.33	470.72	2,905.05	6,000.00	3,094.95
3955	Permit Fees	0.00	1,945.00	0.00	1,945.00	1,000.00	1,055.00
3960	BANK AND MERCHANT FEES	1,393.72	2,625.81	10,576.26	13,204.07	20,000.00	6,795.93
3980	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	1,500.00	1,500.00
4300	EQUIPMENT RENTAL	525.44	845.84	2,262.28	1,108.22	15,000.00	11,831.78
4400	SERVICE & MAINTENANCE CONTRACTS	① 5,230.43	16,462.81	23,813.57	40,248.34	50,000.00	9,751.66
4401	Cell Fees	176.25	339.00	2,161.00	2,500.00	2,500.00	0.00
4500	INSURANCE AND BONDING	0.00	22,000.20	0.00	22,000.20	30,000.00	7,999.80
4550	LAB TESTING	360.17	547.36	8,452.64	9,000.00	9,000.00	0.00
4960	SEWER TREATMENT	48,365.40	48,365.40	0.00	48,365.40	640,000.00	591,634.60
4990	OTHER CONTRACTED SERVICES	771.39	1,898.38	67,154.32	71,046.70	560,380.00	529,333.30
4995	ENGINEERING FEES NOT CAPITALIZED	0.00	0.00	1,500.00	1,500.00	22,000.00	20,500.00
5400	CAPITAL OUTLAY - MOTOR VEHICLES	② 53,616.00	53,616.00	7,320.00	60,936.00	60,000.00	-936.00
5500	CAPITAL OUTLAY - EQUIPMENT	③ 108,698.32	108,698.32	317.00	109,015.32	159,500.00	49,484.68
5900	CAPITAL OUTLAY - WATER IMPROVEMENTS	0.00	0.00	36,000.00	36,000.00	400,000.00	364,000.00
5910	CAPITAL OUTLAY - SEWER IMPROVEMENTS	0.00	0.00	0.00	0.00	3,550,000.00	3,550,000.00

- ① Russell Saxton - Sewer outfall easement maintenance FY 22-23
- ② Parks Chevrolet Inc - Purchase new 2022 Chevrolet 2500 service truck
- ③ Sink Farm Equipment - purchase skidsteer, Forestry cutter, 2 buckets, set of fork
Myers Hearn Equipment - Purchase Hudson 20 ton trailer

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30 WATER AND SEWER

Account Object	Expended Current Month	Expended YTD	Encumbered YTD	Committed YTD	Current Appropriation	Available Appropriation
6800 OPERATING PAYMENTS TO REGIONAL	0.00	45,332.18	0.00	45,332.18	48,000.00	2,667.82
6801 DEBT PAYMENTS TO PIEDMONT TRIAD	0.00	59,187.75	0.00	59,187.75	119,000.00	59,812.25
6810 Payments for Odor Control Project	0.00	0.00	0.00	0.00	23,000.00	23,000.00
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	④ 12,500.83	12,500.83	0.00	12,500.83	50,005.00	37,504.17
7200 DEBT INTEREST PAYMENTS	⑤ 1,663.86	1,663.86	0.00	1,663.86	6,300.00	4,636.14
9600 TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	582,100.00	582,100.00
9700 CONTINGENCY	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Account Total:	360,034.57	604,788.32	530,358.34	1,135,146.66	8,516,785.00	7,381,638.34
Account Group Total:	360,034.57	604,788.32	530,358.34	1,135,146.66	8,516,785.00	7,381,638.34
Fund Total:	360,034.57	604,788.32	530,358.34	1,135,146.66	8,516,785.00	7,381,638.34

④ W/S Maintenance Facility Payment - Transit

⑤ Interest payment on W/S Maintenance Facility

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60 RANDLEMAN RESERVOIR CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue	%
	Current Month	Received YTD		To Be Received	Received
3000					
3831 INVESTMENT EARNINGS	975.03	1,666.06	100.00	-1,566.06	*** %
3966 TRANSFER FROM ENTERPRISE FUNDS	0.00	0.00	32,100.00	32,100.00	0 %
3992 NET POSITION APPROPRIATED	0.00	0.00	86,300.00	86,300.00	0 %
Account Group Total:	975.03	1,666.06	118,500.00	116,833.94	1 %
Fund Total:	975.03	1,666.06	118,500.00	116,833.94	1 %

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TOWN OF JAMESTOWN, NC
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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	0.00	0.00	0.00	118,500.00	118,500.00
	Account Total:	0.00	0.00	0.00	0.00	118,500.00	118,500.00
	Account Group Total:	0.00	0.00	0.00	0.00	118,500.00	118,500.00
	Fund Total:	0.00	0.00	0.00	0.00	118,500.00	118,500.00

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TOWN OF JAFFESTOWN, NC
Statement of Revenue Budget vs Actuals
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61 WATER AND SEWER CAPITAL RESERVE FUND

Account	Received		Estimated Revenue	Revenue	%
	Current Month	Received YTD		To Be Received	Received
1000					
1991 INVESTMENT EARNINGS	30.26	62.11	10.00	452.11	621 %
1996 TRANSFER FROM ENTERPRISE FUNDS	0.00	0.00	550,000.00	550,000.00	0 %
1999 NET POSITION APPROPRIATED	0.00	0.00	449,990.00	449,990.00	0 %
Account Group Total:	30.26	62.11	1,000,000.00	999,937.89	0 %
Fund Total:	30.26	62.11	1,000,000.00	999,937.89	0 %
Grand Total:	567,809.42	879,028.17	18,537,323.37	17,658,295.20	5 %

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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						
9600	TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00
	Account Total:	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00
	Account Group Total:	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00
	Fund Total:	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00
	Grand Total:	680,476.48	1,473,122.27	1,900,633.46	3,373,755.73	18,535,353.37	15,161,597.64

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Golf report for August 2022

AGENDA ITEM #: II-K



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

Attached is the report for golf operations for August 2022.

Total revenues for the month of August 2022 were \$132,311 and operating expenditures were \$136,415. Thus there was a net operating loss of \$4,014 for the month. In August 2021, there was an operating loss of \$35,421. Golf Maintenance purchased capital equipment in August 2021.

For the month of August 2022 there were 3,503 rounds played, and 3,155 rounds played in August 2021.

August 2022 was a good month for golf; the course had 1 weather days and no closed days.

The grill had a made a profit of \$692 for August 2022; in August 2021, made a loss of \$985. For the current fiscal year-to-date the grill has a net profit of \$3,551; in 2021 (year to date), there was a net profit of \$871.

ATTACHMENTS: Golf Report August 2022

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Summary
FYE 6/30/23

	August 2022	August 2021	Variance	% Variance	YTD FYE 6/30/23	YTD FYE 6/30/22	Variance	% Variance
Golf Course Operating Revenues	132,311	113,165	19,146	16.92%	240,710	213,988	26,722	12.49%
Golf Course Maintenance Expenditures (before capital outlay)	65,068	59,413	5,655	9.52%	139,140	118,556	20,584	17.36%
Golf Course Golf Shop Expenditures (before capital outlay)	71,347	55,795	15,552	27.87%	141,116	123,641	17,475	14.13%
Net exp < or > rev before Capital Outlay	(4,104)	(2,043)	(2,061)	100.88%	(39,546)	(28,209)	(11,337)	
Capital Outlay	-	33,378	(33,378)		28,250	-	(28,250)	
Net expenditures < or > revenues	(4,104)	(35,421)	31,317	88.41%	(67,796)	(28,209)	(39,587)	-140.33%
 Golf Rounds Played (not including complimentary play)	3,503	3,155			6,205	19,103		
 Bad Weather Days (1)	1	4			6	82		
Days closed for aerification, covered greens, COVID	0	-			-	6		
 Golf course employees paid during the month:								
Full-time positions	11	10						
Part-time hours	771.75	972						

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

Revenues
FYE 6/30/23

	<u>August 2022</u>	<u>August 2021</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/23</u>	<u>YTD FYE 6/30/22</u>	<u>Variance</u>	<u>% Variance</u>
Greens	69,088	58,129	10,959	18.85%	123,517	108,627	14,890	13.71%
Cart Rentals	38,287	32,080	6,207	19.35%	67,956	57,489	10,467	18.21%
Pull Carts	20	24	(4)	-16.67%	33	77	(44)	-57.14%
Driving Range	5,252	5,948	(696)	-11.70%	11,552	11,872	(320)	-2.70%
Sales - Golf Shop Inventory	7,163	5,844	1,319	22.56%	13,919	14,805	(886)	-5.98%
Sales - Golf Shop Concessions	11,912	10,940	972	8.88%	22,848	20,563	2,285	11.11%
Golf Clubhouse Rental Fees	590	200	390	195.00%	885	555	330	59.46%
	(golf clubs)	(golf clubs)						
Ins Recoveries	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	<u>-</u>	
	<u>132,311</u>	<u>113,165</u>	<u>19,146</u>	16.92%	<u>240,710</u>	<u>213,988</u>	<u>26,722</u>	12.49%

Jamestown Park Golf Course Operations
Golf Maintenance Expenditures
FYE 6/30/23

		<u>August 2022</u>	<u>August 2021</u>	<u>Variance</u>	<u>% Variance</u>	<u>YTD FYE 6/30/23</u>	<u>YTD FYE 6/30/22</u>	<u>Variance</u>	<u>% Variance</u>
Salaries & Employee Benefits	a.	46,991	36,616	10,375	28.34%	88,520	76,664	11,856	15.47%
Supplies & Materials	b.	7,567	8,866	(1,299)	-14.65%	18,507	17,080	1,427	8.35%
Contractual Services	c.	7,426	10,709	(3,283)	-30.65%	24,447	19,115	5,332	27.89%
Other Operating Expenditures (utilities, communications, etc)		<u>3,083</u>	<u>3,222</u>	<u>(139)</u>	-4.31%	<u>7,666</u>	<u>5,697</u>	<u>1,969</u>	34.56%
Total Exp before Capital Outlay		<u>65,068</u>	<u>59,413</u>	<u>5,655</u>	9.52%	<u>139,140</u>	<u>118,556</u>	<u>20,584</u>	17.36%
Capital Outlay		<u>-</u>	<u>33,378</u>	<u>(33,378)</u>		<u>-</u>	<u>33,378</u>	<u>(33,378)</u>	-100.00%
		<u>65,068</u>	<u>92,791</u>	<u>(27,723)</u>	-29.88%	<u>139,140</u>	<u>151,934</u>	<u>(12,794)</u>	-8.42%

Variances:

- a. More fulltime employees in 2022
- b. More chemicals, topsoil, overall supplies purchased in August 2021 than in August 2022
- c. Timing of early billing for equipment rental payments and property tax in August 2021 than in August 2022

Jamestown Park Golf Course Operations
Golf Shop Expenditures
FYE 6/30/23

		August 2022	August 2021	Variance	% Variance	YTD FYE 6/30/23	YTD FYE 6/30/22	Variance	% Variance
Salaries & Employee Benefits	a	36,592	33,452	3,140	9.39%	68,328	65,628	2,700	4.11%
Supplies & Materials	b	19,812	8,936	10,876	121.71%	28,182	18,661	9,521	51.02%
Contractual Services	c	9,428	7,843	1,585	20.20%	33,642	30,373	3,269	10.76%
Other Operating Expenditures (utilities, communications, etc)		<u>5,516</u>	<u>5,564</u>	<u>(48)</u>	-0.87%	<u>10,964</u>	<u>8,979</u>	<u>1,985</u>	22.11%
Total Exp before Capital Outlay		<u>71,347</u>	<u>55,795</u>	<u>15,552</u>	27.87%	<u>141,116</u>	<u>123,641</u>	<u>17,475</u>	14.13%
Capital Outlay		<u>-</u>	<u>-</u>	<u>-</u>		<u>28,250</u>	<u>-</u>	<u>28,250</u>	
		<u><u>71,347</u></u>	<u><u>55,795</u></u>	<u><u>15,552</u></u>	27.87%	<u><u>169,366</u></u>	<u><u>123,641</u></u>	<u><u>45,725</u></u>	36.98%

Variances:

- a. One additional fulltime employee in 2022
- b. Increase in golf inventory for resale for August 2022 compared to August 2021
- c. New cleaning service and timing of invoices received, increase in sales and use tax paid for August 2022

Grill Operations**FYE 6/30/23**

	<u>August 2022</u>	<u>YTD FYE 6/30/23</u>	<u>August 2021</u>	<u>YTD FYE 6/30/22</u>
Golf Shop Grill Revenues	11,912	22,848	10,940	20,563
Golf Shop Rental Revenue	240	240	-	-
	<u>12,152</u>	<u>23,088</u>	<u>10,940</u>	<u>20,563</u>
Expenditures:				
Wages	3,405	7,053	4,102	8,134
FICA	262	543	312	618
Benefits	1,464	2,944	1,470	2,930
Grill supplies	397	700	317	419
Food & beverage purchases	5,932	8,296	5,724	7,591
	<u>11,460</u>	<u>19,536</u>	<u>11,925</u>	<u>19,692</u>
	<u>692</u>	<u>3,551</u>	<u>(985)</u>	<u>871</u>

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Notification of Advances Outstanding for sidewalk projects

AGENDA ITEM #: II-L



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

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

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

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

East Main Street (Lydia) sidewalk project-\$456,624

ATTACHMENTS:

RECOMMENDATION/ACTION NEEDED:

BUDGETARY IMPACT:

SUGGESTED MOTION:

FOLLOW UP ACTION NEEDED:

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Budget Amendment #4

AGENDA ITEM #: II-M



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

This amendment will budget for public announcement video to be prepared for solid waste changes.

ATTACHMENTS: Budget Amendment #4

RECOMMENDATION/ACTION NEEDED: Approve Budget Amendment #4

BUDGETARY IMPACT: \$12,500 expenditures and fund balance appropriated

SUGGESTED MOTION: Approve Budget Amendment #4

FOLLOW UP ACTION NEEDED:

FYE 6/30/23
BUDGET AMENDMENT #4

Fund 10:

		<u>Debit</u>	<u>Credit</u>
Marketing/Advertising	10-5800-3700	12,500.00	
Fund Balance Appropriated	10-3991		12,500.00

To budget for public announcement video related to solid waste changes.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Budget Amendment #5

AGENDA ITEM #: II-N



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 0 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman

SUMMARY:

This amendment will increase the capital outlay - land improvements budget in the Recreation and Golf Maintenance departments as follows:

Recreation - to provide \$215,205 match for the awarded PARTF grant for recreation improvements

Golf Maintenance - to fund approximately \$210,000 in stormwater improvements at the golf course

ATTACHMENTS: Budget Amendment #5

RECOMMENDATION/ACTION NEEDED: Approve Budget Amendment #5

BUDGETARY IMPACT: \$425,205 in expenditures and fund balance appropriated

SUGGESTED MOTION: Approve Budget Amendment #5

FOLLOW UP ACTION NEEDED:

**FYE 6/30/23
BUDGET AMENDMENT #5**

Fund 10:

			<u>Debit</u>	<u>Credit</u>
a.	Land Improvements	10-6300-5700	210,000.00	
	Fund Balance Appropriated	10-3991		210,000.00
	To fund stormwater improvements at golf course			
b.	Land Improvements	10-6200-5700	215,205.00	
	Fund Balance Appropriated	10-3991		215,205.00
	To provide match for awarded PARTF grant for recreation improvements			

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Proclamation declaring Sept. 17th-23rd as Constitution Week

AGENDA ITEM #: IV

☐

CONSENT AGENDA ITEM

☐

ACTION ITEM

☒

INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 5 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Katie Weiner, Clerk/Asst. Town Mgr.

SUMMARY:

September 17, 2022 marks the two hundred and thirty-fifth anniversary of the framing of the Constitution. Constitution Week is September 17th through September 23rd.

ATTACHMENTS: Proclamation declaring Sept. 17th-23rd as Constitution Week in the Town of Jamestown

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A



**PROCLAMATION CONSTITUTION WEEK
September 2022**

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2022, marks the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document, its memorable anniversary, and the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through September 23rd as Constitution Week.

NOW, THEREFORE, I, Lynn Montgomery, by the virtue of the authority vested in me as Mayor of the Town of Jamestown, North Carolina, do hereby proclaim the week of September 17th through September 23rd as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Jamestown to be affixed this the 20th day of September, 2022.

Mayor S. Lynn Montgomery



Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

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

AGENDA ITEM #: V-A(1)

☐ **CONSENT AGENDA ITEM**

☒ **ACTION ITEM**

☐ **INFORMATION ONLY**

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

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

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

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

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED:



JAMESTOWN ANNEXATION PETITION

Date August 5, 2021

TO THE TOWN COUNCIL OF THE TOWN OF JAMESTOWN:

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

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

See Attached Legal Description

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

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

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

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

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

Date Received: Sep. 2, 2021 Received By: [Signature]



Settled 1752
JAMESTOWN
NORTH CAROLINA

CERTIFICATE OF SUFFICIENCY

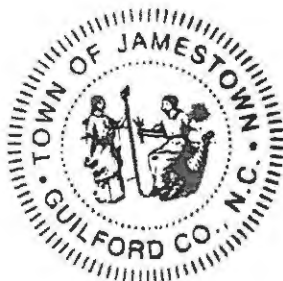
To the Town Council of the Town of Jamestown, North Carolina,

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

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

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

(SEAL)



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

AFFIDAVIT OF NOTICE

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

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

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

Check box if additional sheets are attached: ☒

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

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

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

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

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

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

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

That the placards were posted on October 20, 2021.

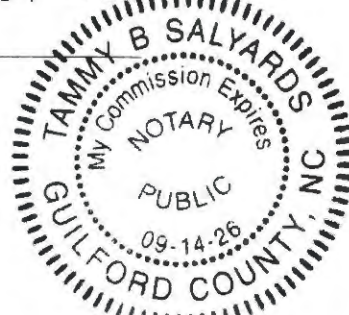
Katie M. Weiner
Town Clerk's Signature

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

My Commission Expires: 9/14/26

Tammy B Salyards
Notary Public's Signature

Tammy B Salyards
Printed Name of Notary Public



Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

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

AGENDA ITEM #: V-A(2)

☐

CONSENT AGENDA ITEM

☒

ACTION ITEM

☐

INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

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

As staff have discussed at previous meetings, this rezoning request will also include the adoption of a Development Agreement.

ATTACHMENTS: Rezoning Request, Site Plan

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

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED:



Town of Jamestown, North Carolina
Department of Planning

Application for Zoning Amendment

The following items must be submitted with this form before the application may be processed.

Please bring the following items with you when submitting your application form:

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

Additional Notes:

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

Applicant Information

Applicant Name: D.R. Horton, Inc. c/o Isaacson Sheridan

804 Green Valley Road, Suite 200

Greensboro, NC 27408

Street Address or P.O. Box
336-609-5134

City/State/Zip Code
marc@isaacsonsheridan.com

Home/Work Phone Number

Mobile Number

Email

Is the applicant the owner of the parcel(s) to be rezoned? Yes ☒ No

Owner Information

Owner Name: D.R. Horton, Inc.

2000 Aerial Center Parkway, Suite 110

Morrisville, NC 27560

Street Address or P.O. Box

City/State/Zip Code
bclunnen@drhorton.com

Home/Work Phone Number

Mobile Number

Email

Applicant and Owner Certification and Signature

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

Applicant Signature: _____

Date: _____

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

Owner Signature: Ben C. Lunnen

Date: 9-27-21

NOTARY STATEMENT:

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

GINA K. MOTSINGER

a notary public in and for the state and county aforesaid, do hereby certify that BEN C. LUNNEN whose name(s) is (are) signed to the foregoing

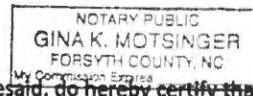
statement, personally appeared before me in my state and county and acknowledged the same.

My commission expires 12/28/23

Given under my hand this 27th

Day of SEPTEMBER

Printed Name of Notary: GINA K. MOTSINGER



Permit Information			
Owner Requests Rezoning of the Following Parcel(s):			
Parcel #1: 159144	Parcel Size: 27.89	2221 Guilford College Rd, Jamestown, 27282	
Tax Map ID	Acres/Square Ft	Street Address	
Current Parcel Zoning: AG	Request to Rezone to: PUD		
Current Parcel Use:	Agricultural	Commercial	Industrial Residential Vacant/Unused X
Owner Requests Rezoning of the Following Parcel(s):			
Parcel #2: 159105	Parcel Size: 30.70	5300 Mackay Rd, Jamestown, 27282	
Tax Map ID	Acres/Square Ft	Street Address	
Current Parcel Zoning: AG	Request to Rezone to: PUD		
Current Parcel Use:	Agricultural	Commercial	Industrial Residential Vacant/Unused X
Owner Requests Rezoning of the Following Parcel(s):			
Parcel #3: 159106	Parcel Size: 384.49	2207 Guilford College Rd, Jamestown, 27282	
Tax Map ID	Acres/Square Ft	Street Address	
Current Parcel Zoning: AG	Request to Rezone to: PUD		
Current Parcel Use:	Agricultural	Commercial	Industrial Residential Vacant/Unused X

<p>If you are requesting a Zoning Text Amendment, please provide proposed new language or uses below. Add additional sheets if necessary.</p> <p>N/A</p>

Adjoining Property Owner(s)		Tax Map Numbers
Please list ALL property owner(s) and street address(es) of parcel(s) immediately adjoining AND directly across street(s), road(s), and highway(s) from parcel(s) requested for rezoning.		
SEE ATTACHED		
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	
Adjoining Property Owner	Street Address of Adjoining Property (if none, list 'Vacant')	

Permit Information

Owner Requests Rezoning of the Following Parcel(s):

Parcel #1: 158765 Parcel Size: 0.6 5303 Mackay Rd, Jamestown, NC 27282
 Tax Map ID Acres/Square Ft Street Address
 Current Parcel Zoning: AG Request to Rezone to: PUD
 Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused X

Owner Requests Rezoning of the Following Parcel(s):

Parcel #2: Parcel Size: Tax Map ID Acres/Square Ft Street Address
 Current Parcel Zoning: Request to Rezone to:
 Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

Owner Requests Rezoning of the Following Parcel(s):

Parcel #3: Parcel Size: Tax Map ID Acres/Square Ft Street Address
 Current Parcel Zoning: Request to Rezone to:
 Current Parcel Use: Agricultural Commercial Industrial Residential Vacant/Unused

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

N/A

Adjoining Property Owner(s)

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

Tax Map
Numbers

See attached.

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

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

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

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

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

Project Questionnaire

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

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

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

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

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

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

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

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

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

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

For Town Use Only

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

Town of Jamestown, North Carolina

301 E. Main St.

Jamestown, NC 27282

(336) 454-1138



Frequently Asked Questions

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

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

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

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

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

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

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

Typical Timeline

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

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

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

Step 4. Complete applications are advertised for public hearing.

Step 5. The Planning Board meeting is held on the 2nd Monday of every month.

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

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

Contact Information

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

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

Planning Board Members

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

**Denotes ETJ member

TOWN OF JAMESTOWN, NC
CASH RECEIPT

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

Batch:22984
Transaction:29

Reference Number: ZONING REQUEST

Name: DR HORTON

Address: 2000 AERIAL CENTER PARKWAY
[MORRISVILLE NC 27560]

Item(s) Description:

PLANNING & DEVELOPMENT	1500.00
FEES-GENERAL	
CREDIT CARD FEE	45.00

Check #

Cash Paid

Credit Paid 1545.00

Less Change Given ()

TOTAL: 1545.00

Comments:

zoning request

Survey Description: Parcel A

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

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

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

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

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

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

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

Survey Description: Parcel B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Survey Description: Parcel C

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

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

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

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

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

- 1) North 01° 40' 29" East 23.05 feet to a 1/2 Inch Iron Pipe Set;
- 2) North 02° 23' 35" East 568.86 feet to a 1/2 Inch Iron Pipe Set;
- 3) along the arc of a curve to the right having a radius of 22,916.67 feet with a chord bearing and distance of North 03° 24' 13" East 808.38 feet to a 1/2 Inch Iron Pipe Set;
- 4) South 85° 35' 09" East 14.17 feet to a 1/2 Inch Iron Pipe Set;
- 5) North 04° 13' 27" East 78.32 feet to a 1/2 Inch Iron Pipe Set;
- 6) North 85° 23' 24" West 13.78 feet to a 1/2 Inch Iron Pipe Set;
- 7) North 04° 46' 27" East 131.18 feet to a 1/2 Inch Iron Pipe Set;
- 8) North 04° 56' 17" East 594.17 feet to a Disk Found;
- 9) along the arc to the right having a radius of 2,247.35 feet with a chord bearing and distance of North 06° 49' 37" East 224.64 feet to a Disk Found;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Survey Description: Parcel D

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

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

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

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

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

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

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

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

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

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

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

Survey Description: Parcel E

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

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

- 1) North $55^{\circ} 42' 46''$ West 3,404.59 feet (crossing a Disk Found at 998.82 feet and at 2,475.20 feet) to a Disk Found;
- 2) along the arc of a curve to the right having a radius of 1,540.05 feet with a chord bearing and distance of North $53^{\circ} 31' 20''$ West 220.50 feet to a Disk Found;
- 3) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North $40^{\circ} 24' 41''$ West 269.01 feet to the True Point of Beginning being a 1 Inch Iron Pipe Set; thence continuing along the eastern right-of-way line of Guilford College Road, the following three (3) courses:

- 1) along the arc of a curve to the right having a radius of 902.23 feet with a chord bearing and distance of North $18^{\circ} 04' 00''$ West 429.54 feet to a Disk Found;
- 2) North $11^{\circ} 22' 57''$ West 172.26 feet to a 1/2 Inch Iron Pipe Set;
- 3) North $01^{\circ} 40' 29''$ East 29.54 feet to a 1/2 Inch Iron Pipe Set at the southwestern corner of now or formerly TTM Family Limited Partnerships, recorded as Tract 2 of Deed Book 6655, Page 621; thence along the southern property line of said Tract 2 of Deed Book 6655, Page 621, North $84^{\circ} 38' 28''$ West 1481.47 feet to a point at a western corner of said Tract 1 of Deed Book 6655, Page 621, thence along western property lines of said Tract 1 of Deed Book 6655, Page 621, the following two (2) courses:

- 1) South $03^{\circ} 53' 05''$ West 1186.00 feet to a 1 Inch Iron Pipe Set;

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

Survey Description: Parcel F

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

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

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

- 1) North 70° 22' 04" West 1304.11 feet to a 1 Inch Iron Pipe Set;
- 2) South 03° 53' 05" West 1186.00 feet to a point at the southwestern corner of now or formerly TTM Family Limited Partnership, a North Carolina Limited Partnership recorded as Tract 2 in Deed Book 6655, Page 621 and the southern most corner of now or formerly Kathleen R. Johnson as recorded in Deed Book 2758, Page 169; thence along the eastern property lines of said Kathleen R. Johnson the following Two (2) courses:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Survey Description: Parcel G
Intentionally Omitted.

Survey Description: Parcel H

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

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

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

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

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

- 1) North 46° 14' 35" East 58.09 feet to a point;
- 2) North 65° 32' 45" East 141.11 feet to a point;

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

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

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

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

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

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

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

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

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

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

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

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

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

Survey Description: Parcel J

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

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

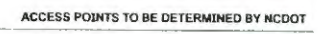
- 1) North 56°23'39" West 218.84 feet to a 1 Inch Iron Pipe Set;
- 2) North 56° 23' 52" West 805.99 feet to a Disk Found;
- 3) North 34° 17' 14" East 119.94 feet to a Disk Found;
- 4) North 55° 42' 46" West 3,404.59 feet (crossing a Disk Found at 1,476.38 feet and 2,405.77 feet) to a Disk Found;
- 5) along the arc of a curve to the right having a radius of 1,704.09 feet with a chord bearing and distance of North 53° 26' 25" West 239.08 feet to a Disk Found;
- 6) along the arc of a curve to the right having a radius of 1,066.27 feet with a chord bearing and distance of North 35° 25' 254" West 501.63 feet to the True Point of Beginning; thence along a northern property line of said TTM Family Limited Partnership, North 70° 22' 04"

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

Survey Description: Parcel K

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

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



AFFIDAVIT OF NOTICE

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

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

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

Check box if additional sheets are attached: ☐

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

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

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

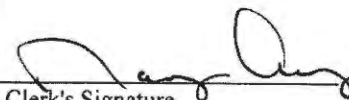
That said notification consisted of a written notification letter mailed to each listed property owner or their agent at least 10 and no more than 25 calendar days before the referenced public hearing.

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

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

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

That the placards were posted on January 11, 2022.


Inter: Town Clerk's Signature

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

My Commission Expires: February 20, 2027

Elizabeth T. Greeson
Notary Public's Signature

Elizabeth T. Greeson
Printed Name of Notary Public



Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Public Hearing for consideration of Development Agreement

AGENDA ITEM #: V-A(3)

☐

CONSENT AGENDA ITEM

☒

ACTION ITEM

☐

INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 20 min

DEPARTMENT: Planning

CONTACT PERSON: Anna Hawryluk, Town Planner

SUMMARY:

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

As staff have discussed at previous meetings, this Development Agreement coincides with the proposed rezoning request.

ATTACHMENTS: Draft Development Agreement

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

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: TBD

FOLLOW UP ACTION NEEDED:

DRAFT

DEVELOPMENT AGREEMENT

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

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

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DRAFT

**Document prepared for 8-24-22 meeting between town staff and
DRH from town response to DRH edits. Subject to further edits by
DRH, Town staff and counsel.**

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

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

**ARTICLE I.
RECITALS**

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

[134577895.1](#)

137169653.1

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

ARTICLE II BACKGROUND

1. DRH owns in fee simple approximately 467 acres north and east of Guilford College Road and south of MacKay Road (the "Property") that includes Guilford County Tax Parcels 234679, 234678, 158765, 159105, 159106, 159144, 234677, and 234680. A legal description of the Property is attached to this Agreement as [Exhibit A](#).

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

3. DRH acquired the Property on July 1, 2021, subject to future annexation and entitlements to be approved by the Town.

4. DRH has expressed interest in developing the Property as a multi-phased and multi-use residential subdivision (the "Project") in a Planned Unit Development ("PUD") zoning district.

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

6. On November 8, 2021, the Jamestown Planning Board voted unanimously to support the use of the PUD zoning district for the Project and to affirm that the Project, as shown on a Preliminary Schematic Plan attached as [Exhibit B-1](#), was generally consistent with the Town's Comprehensive Plan.

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

Accordingly, DRH and the Town desire to enter into this Agreement (a) to clarify the roles and duties of each party in the provision of public services; (b) to ensure coordination of communications between the Parties; (c) to create clear understandings of the quality and standards of design that regulate development of the Project; and (d) to provide assurances to DRH that it may proceed to develop the project under the approvals in this Agreement without encountering

future changes in ordinances, regulations, or policies that would affect DRH's ability to develop the Project under the terms of this Agreement.

ARTICLE III. DEFINITIONS

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

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

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

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

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Commented [1]: Addressed in default section; should not be part of definition of term

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

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

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f. Minor amendment – a “Minor Amendment” is an amendment by mutual consent of the Parties to this Agreement or attachments that can be made administratively by the Technical Review Committee, and includes: changes in land use that are considered similar in type, function, or appearance; changes in the density in one residential area that does not affect overall density; increases in overall density that do not exceed 2% above the maximum density for good cause shown; minor changes in architectural standards; changes to technical plans or specifications related to public services; and changes in setbacks and other measurable items that do not exceed 5% of the required measurement. If either party believes the TRC has erred in its decision, the process for appeal shall be to the Board of Adjustment pursuant to Article VI of the LDO.

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g. Major amendment – a “Major Amendment” is an amendment by mutual consent of the Parties to this Agreement or attachments that requires approval by the Town Council, and includes: amendments that are not listed as Minor Amendments; the addition of new land; adding

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uses that are considered to be more intensive or than approved uses or that are within prohibited categories; a change in the number of access points; any change that would trigger a revised TIA; any change in the size of the area designated for multi-family or increase in multi-family units above 500 units; and changes in architecture and design that are not considered minor changes.

h. Default – Default for either of the Parties shall mean the failure to remedy a Major Breach within 60 days of notice; provided, however, that such time period shall be extended as long as either of the Parties is taking necessary steps to cure such Major Breach.

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

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

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

ARTICLE IV USES AND DENSITY

A. RESIDENTIAL USES

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

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

3. Uses by area. The uses allowed in each of the Project’s areas are the uses listed on the Preliminary Schematic Plan attached as Exhibit B-1.

4. Multi-family. The area identified as multi-family shall not change in size or location within the Project except through a major amendment of this Agreement. “Multi-family” does not include attached homes or townhomes. The Town shall work reasonably with DRH to assist DRH with securing access to Hunt Chase Drive.

B. COMMERCIAL USES

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

a. All Main Street (MS) uses

b. All Main Street Periphery (MSP) uses

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

3. Disallowed uses. The following uses shall not be allowed in the Commercial Area:

a. Uses not listed as allowed.

b. Uses categorized in the LDO as industrial.

c. Uses in the Adult Business category.

d. Uses prohibited under water supply watershed restrictions.

e. Convenience stores with gas pumps.

f. Uses requiring a building or space greater than 6,000 square feet.

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C. DENSITY

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

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

Commented [3]: Town cannot accept DRH proposed change, which would make town guarantor of density.

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

ARTICLE V. PUBLIC SERVICES

A. ACCEPTANCE.

The Town agrees to accept for continued maintenance all public utilities and infrastructure that is constructed per the Town of Jamestown Technical Standards Manual adopted May 19th, 2009 and/or per the specifications and standards of this Agreement. The Town shall

calculate all water and sewer dedications and capacities for the Project based upon 4.0 bedrooms per unit.

Commented [4]: Because this addition triggers a water allocation, DRH will have to choose between (1) including this requested change along with the Town's amendment that no unit shall be approved unless it has 4 bedrooms, or (2) deleting this amendment.

B. WATER

1. Source. The Project's water will be sourced from the Piedmont Triad Regional Water Authority (PTRWA), known as Randleman Reservoir, and from the water supplies owned by the cities of High Point and Greensboro (the "Water Suppliers"), pursuant to intergovernmental agreements between the Town and each of the Water Suppliers. DRH has been offered opportunities to review and inspect the referenced intergovernmental agreements and agrees that the terms of each agreement are satisfactory.
2. Required service. Based upon the DRH data, principles of engineering, and industry standards, the Town determined that the Project as currently configured will be satisfactorily served.
3. Capacity and Dedication. The Town represents that it has access to 1.775 million gallons per day ("mgd") through intergovernmental agreements with the Water Suppliers (the "Water Capacity"). Upon execution of this Agreement, the Town will (a) dedicate the Water Capacity from the Water Suppliers to provide for the Project; and (b) protect the Water Capacity from future competing sources. Subject to the Town's obligations to reserve the Water Capacity for DRH, DRH agrees that the Town may and will allocate water and/or water capacity to other users.
4. Water restrictions. DRH agrees that the Project shall be treated equally as other citizens in the town with respect to water restrictions.
5. Fees. DRH shall be subject to the standard fees charged to all town citizens for water usage and water infrastructure. The Town's fees are subject to periodic change at times decided by the Town and in the Town's sole discretion. This Agreement does not grant DRH rights to pay water fees at rates different than other citizens.
6. Utility Design. DRH shall employ North Carolina licensed engineers to design the water infrastructure ("Water Infrastructure") serving the Project, including, but not limited to, taps; location, size, and depth of lines; locations of hydrants and meters; and materials or approved equal. Upon review and approval by the Town, DRH shall prepare the Application for Approval of Engineering Plans and Specifications for Water Supply System and timely submit the application to NCDEQ.
7. Hunt Chase Water Line Loop. DRH shall construct at its expense through the property and dedicate to the Town that portion of a water line loop connecting to the existing water line loop across Guilford College Road on Hunt Chase Drive to the water line on Parcel No. 159113.

C. SEWER

1. Treatment. The Town owns 8% of the High Point Eastside Wastewater Treatment Plant ("WWTP") pursuant to an agreement with the City of High Point ("High Point Agreement"). DRH has read and accepts the terms of the High Point Agreement.
2. Treatment capacity. Pursuant to the High Point Agreement, the Town's ownership interest includes 8% of the WWTP's capacity ("Treatment Capacity"), calculated to be 2.0 million gpd.
3. Required capacity. Based upon the DRH data, principles of engineering, and industry standards, the Town determined that the Project per the preliminarily approved Concept Plan (Exhibit B) will be satisfactorily served.
4. Capacity and Dedication. The Town represents that it has access to 2 million GPD treatment capacity at the WWTP and currently uses approximately 1.4 million GPD. Upon (a) DRH's execution of this Agreement, and (b) approval by NCDEQ, the Town will (a) dedicate the Sewer Capacity sufficient to serve the Project from the WWTP; and (b) reserve the Sewer Capacity for DRH's use and protect it from competing sources. Subject to the Town's obligations to reserve the Sewer Capacity for DRH, DRH agrees that the Town may and will allocate sewer and/or sewer capacity to other users.
5. No Guarantee. The Parties agree that if the Sewer Capacity (a) is restricted or affected by actions taken by the State of North Carolina (b) becomes wholly or partially unavailable to the Town because of force majeure, Acts of God, or temporary malfunctions at the Wastewater Treatment Plant or within the system's infrastructure; (c) becomes subject to newly adopted State or federal rationing or restrictions; or (d) is affected by amendments to the agreement between the municipalities of Jamestown and High Point, then (i) this Agreement does not create rights greater than other citizens that rely upon sanitary sewer service provided by the Town, and (ii) DRH shall be treated equally as other citizens in the Town with respect to rights to Sewer Capacity.

6. Utility, Roadway and Building Inspections and Plan Review.

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

b. Building Permits. The Town agrees to issue a Development Clearance Certificate to Guilford County or return it to DRH with comments within 9 working days of receipt of building permit applications provided no more than 50 applications are submitted within a 7 day period.

c. Third Party Inspectors. The Town agrees to hire third party inspectors for all utility, roadway and building inspections to work onsite and be dedicated to the Project.

d. All plans submitted to the Town by DRH shall be approved or returned to DRH with comments within fifteen (15) business days

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

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

9. Hazen and Sawyer Study. The Town has hired Hazen and Sawyer to conduct a study of the Town's capacity at the WWTP. The study made several recommendations, and the Town shall complete the recommended improvements prior to the occupancy of 500 residential units.

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

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

D. SOLID WASTE

1. General service. The Town shall provide service to the Project through 95 gallon toters for household waste collection. The Town shall provide solid waste pickup to all

parts of the Project except any portion where apartments and commercial businesses are developed. Apartments and commercial areas shall be served by outside contractors at DRH's expense.

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

3. Truck upgrades. In consideration of the Town's (1) offer to assist with obtaining right-of-way for Hunt Chase Loop so that DRH can develop 500 apartment units; (2) payment of substantial upgrades to 1700 feet of the wastewater infrastructure, which costs are likely to be well in excess of one million dollars; (3) guarantees of Development Clearance Certificates within 9 working days; (4) agreement to raise 9 manholes as identified in the Hazen & Sawyer study; and (5) agreement to allow vesting for 40 years, before or at the issuance of the 101st certificate of occupancy for the Project, DRH shall pay 75% of the purchase price of one automated truck at current costs.

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

E. PUBLIC SAFETY

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

F. FIRE AND EMERGENCY MEDICAL SERVICES ("EMS"). The Town shall provide fire protection and EMS services for the Project through its contract with the Pinecroft Sedgefield Fire District.

ARTICLE VI. **RESIDENTIAL ARCHITECTURE AND DESIGN**

A. SPECIFICATIONS AND GUIDING PRINCIPALS

The Project's guiding principles are as shown on Exhibit C attached. While the guiding principles inform and are incorporated in many places into the architecture and design standards in this Article, where there is a conflict, the guiding principles are subordinate to the specific

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requirements in this Agreement. [The specific standards in this Article apply to DRH products. A successor owner or developer would be required to follow these standards or return to the Town for a major revision of this Agreement.](#)

B. WALLS

The following design standards shall apply to all sides of structures except where noted as “along the Primary Façade”, which shall mean only along the front side of building.

1. Materials

a. Foundations shall be finished in brick, stone (real and/or synthetic), or smooth stucco. Exposed CMU foundation walls may be parged, stuccoed, veneered with brick or stone, and/or covered with siding on furring strips to within 8” of finished grade subject to building code. Poured in place smooth finish concrete is permissible for slab-on-grade construction, subject to provisions of the Energy Code.

b. Building walls shall be finished in brick, stone (real or synthetic), smooth stucco, painted wood, composite clapboard, or lap siding, vinyl in traditional profiles and applications (i.e. lapped, board and batten, shingle, etc.), with heavier materials below the lighter.

c. Vinyl Siding shall meet the industry standard and shall be installed per manufacturers specifications.

i. Horizontal Pattern: Double “Dutchlap” style, minimum .042-inch thickness.

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

iii. Colors and Texture: manufacturer’s range of standard colors and textures.

iv. The installation of polypropylene siding shall be installed per NC Building Code.

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

vi. Fasteners shall be non-corrosive aluminum siding nails for trim, in sufficient length to penetrate a minimum of one inch into substrate. Prefinished fasteners shall be provided in colors that match the siding where face nailing is unavoidable. Center nails shall be placed in elongated nailing slots without binding siding to allow for thermal movement.

vii. DRH shall comply with siding manufacturer’s written installation instructions and NC Building Code.

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

2. Configurations and Techniques

a. Foundation types shall be constructed per grading plan and shall include slab-on-grade, crawlspace, stem wall, and/or basement. Slab on grade construction may be allowed up to the following percentages:

(i)	Townhomes	100%
(ii)	Apartments	100%
(iii)	Freedom Homes	100%
(iv)	DR Horton Express	30% (with administrative increase up to 5%)
(v)	Horton	30% (with administrative increase up to 5%)
(vi)	Rear-loaded	30% (with administrative increase up to 5%)

b. No more than three (3) materials should be used, and of any one material, no more than three (3) types of applications (i.e., lap siding/board and batten, lap siding/shingles, etc.) shall be allowed.

c. Walls should be parallel to the principal frontage.

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

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

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

C. DOORS AND WINDOWS

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

2. Stylistic Front Entrance. The Principal Entrance of every Principal structure shall be located along the Primary Façade. It should be readily identifiable as such and face a Street or Open Space. Additional building entrances are permitted, however, a principal entrance meeting the criteria above is the minimum standard required. The 22 foot DRH Carson Townhome shall be excluded from this requirement.

3. Materials

a. Windows shall be single, double, or triple hung, or operable casement windows.

b. Entrances shall be well-defined stylistic front entrances, with paneled doors.

c. Garage Doors shall be paneled and framed with decorative trim.

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4. Configurations and Techniques

- a. Operable windows shall be of a vertical proportion (i.e., with a greater dimension in the vertical axis, than the horizontal). Decorative and transom windows may be oriented horizontally.
- b. No two elevations with identical window and door design are to be used on the same block. A block is defined as the area between intersecting streets.
- c. Multiple windows in the same rough opening should be separated by a minimum 3" post.
- d. Bay windows shall have a minimum of three sides and extend downward to the framing level of the floor inside.
- e. Shutters along primary facades, the side of end units, and the rear of units facing Mackay Road or Guilford College Road shall be located on both sides of windows and sized and placed to match the associated openings. This subsection shall not apply to transom or circular windows.
- f. The front of the garage for front-loaded garages shall not extend more than 5 feet from the front wall or, if adjacent to the porch, shall not extend more than 5 feet from the front porch.

D. ROOFS

1. Materials

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

2. Configurations and Techniques

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

E. SIGNAGE

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

2. Addressing.

a. Numbers denoting addresses should be clearly marked and visible from the primary street frontage and not less than 4 inches in height on single family homes and 6 inches on apartments and townhomes.

b. The Planning Department shall assign addresses and review the proposed street names during the site plan submittal process. Addresses shall conform to the following standards:

i. Addresses must be posted during construction of a new structure (once a building permit has been issued) and properly maintained thereafter.

ii. Address numbers must be at least 4 inches in height on single family residential structures and at least 6 inches on apartments, condominiums and commercial structures (or at least 12 inches if the building is more than 100 feet from the road).

iii. For non-residential structures, the address numbers must be at least 6 inches in height if the structure is within 100 feet from the road and at least 12 inches if the building is more than 100 feet from the road; additional postings may be required.

iv. For residential structures, address numbers must be placed within a 3-foot perimeter of the front entrance or in a location visible from the street. For non-residential and multi-family structures, address numbers must be placed in the approximate center of the structure or where it is most easily viewed from the road.

v. In the event that a residence is more than 100 feet from the road, additional address numbers must be placed at the intersection of the legally recognized driveway and the road from which the residence is addressed.

vi. Address numbers and letters must be in a color contrasting with the color of the house and any framing on which the address numbers are set.

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vii. The owner of the structure is responsible for maintaining the proper display of the address numbers and letters and for making sure the address is visible from the road.

F. LIGHTING

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

2. Materials

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

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

3. Configurations and Techniques

a. Lighting shall be consistent with the scale of the street and the level of evening activity, and pedestrian-scaled fixtures shall be used on all streets, except alleys.

b. Lamp styles shall not be mixed along any block of a street.

c. A combination of pedestrian-scaled street light fixtures and intersection street light fixtures may be required to ensure a well-lit street and to establish a unifying element along the street.

d. Street lighting shall be located behind sidewalks, on the side closest to the residence or building.

e. Light poles may include armature to allow banners or other amenities, such as hanging flower baskets, or artwork to be hung by the Town.

f. Once the lamp posts and light poles have been installed by Duke Energy Carolinas, the Town shall accept and pay the lease on the lamp posts along publicly maintained roadways.

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G. LANDSCAPING

1. Materials

a. DRH shall plant trees from a list provided by or approved by the Town. A mixture of trees shall be selected and submitted to the Technical Review Committee (TRC) for approval at the time of site-plan review to provide a variety of species throughout the Project that achieve varying heights and

characteristics rather than a homogenous planting of a single species. Shrubs shall be planted along 80% of linear feet of home width, excluding garages and porches.

- b. Shrubs and foundational plantings along the Primary Façade of all attached and detached residential units may include species selected by DR Horton's landscape architect from the Town's approved list, subject to a landscape plan approved in the discretion of the TRC that exhibits variety in species among residences. At a minimum, all units shall have a well-defined planting bed with a mixture of shrubs and foundational plantings.

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2. Configurations and Techniques

- a. Detached single family residential homes shall provide a minimum of one (1) understory tree within the front setback of each unit and one (1) canopy tree for every 100 linear feet of street frontage. Each tree shall be perpetually maintained by the property owner and/or HOA. Trees may only be removed if severely damaged, diseased, or dead. Both removal and replacement with a similar tree within the next appropriate season for planting shall be enforced by the HOA. The owner's breach of this subsection and failure to enforce by the HOA shall result in enforcement by the Town subject to the provisions in LDO Section 23.7. The HOA shall adopt rules for enforcement of this subsection in its covenants and restrictions, which provisions shall be subject to Town approval for consistency with this subsection.
- b. Berm heights and landscaping at full maturity along Mackay Road shall be sufficient to soften the view of the rear of homes. Berm height shall not be less than 4 feet above grade and landscaping shall be equivalent to a Type B landscaping buffer as described in LDO Section 11-6.2.
- c. Frontage on Guilford College Road located in the Gateway Scenic Corridor Overlay (LDO 8.5-3) shall have a scenic easement equal to 10% of the lot depth but no more than 50' from the edge of highway right-of-way. The Planning Director may require an additional depth of up to 25' to preserve structures and/or vegetation deemed to be significant. This scenic easement shall be undisturbed natural or landscaped buffer using existing vegetation pursuant to the conservation tree standards in LDO Section 11-8 or a landscaped buffer between residential uses and the major thoroughfare using a Type A landscaping buffer.
- d. The Commercial Section shall include a variety of canopy and smaller trees as submitted in a landscaping plan approved by the TRC.

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- e. Townhomes must have a minimum of one (1) understory tree planted within the front setback for every 60 linear feet.
- f. Single family and townhome corner properties shall have a minimum of two Canopy Trees within the side setback, subject to the same provisions of paragraph G(1)(a).
- g. Neighborhood signage and entry features, lighting, sidewalk, fencing and any other neighborhood design element shall be permitted in Gateway Scenic Corridor Overlay, subject to TRC approval.

H. OPEN SPACE

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

2. Type and Location

- a. Open space includes parks, greens, squares, plazas, pathways, playgrounds, pocket parks, and playing fields.
- b. The Master Plan shall include Neighborhood Sections ("pedestrian sheds") which shall be measured by a quarter mile radius. Each Neighborhood Section shall include prominent and centrally located open spaces.
- c. A minimum of 15,000 square feet of useable open space shall be required for each quarter mile of pedestrian shed. Stormwater control areas and trails shall not be counted towards the 15,000 square feet of open space per quarter mile of pedestrian sheds.

3. Delineated Forms

- a. Park. A park is a natural preserve available for unstructured recreation. It may be independent of surrounding building frontages, with a landscape consisting of paths and trails, meadows, water bodies, or woodlands, all naturally arranged. Parks may vary in size from small pocket parks to multi-acre tracts.
- b. Greens. A green is an open space available for unrestricted recreation and civic purposes, spatially defined by building frontages. Its landscape shall consist of formally arranged paths, lawns, and trees. Greens should be a minimum of one-half acre in size, and not larger than eight acres.

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- c. Squares. Squares are open space available for unrestricted recreation and civic purposes and are spatially defined by building frontages. Its landscape shall consist of formally arranged paths, lawns, and trees. Squares are located at the intersection of important thoroughfares, a minimum of one-half acre in size and not larger than five acres.
- d. Playgrounds. Playgrounds are open spaces designed and equipped for the recreation of children. Playgrounds shall be fenced and may include an open shelter. Playgrounds should be interspersed in residential areas and may be placed within a block. They can also be included within Parks and Greens. They have no minimum or maximum size.
- e. Public Trails. Public trails are designed walkways and paths for passive recreation.

I. MASTER PLAN

Definition. The Project shall include a Master Plan developed from the Concept Plan to serve as the principal exhibit for assigning regulatory standards within the overall Property.

J. MINIMUM LOT SIZES, SETBACKS, BUILDING HEIGHTS, DRIVEWAYS, AND ENCROACHMENTS

- 22' Townhome
 - Center Lot: 22'x90'
 - Interior End Lot: 27'x90'
 - Corner Lot: 32'x90'
 - Setbacks:
 - Front: 20'
 - Side: 5' (0' if attached)
 - Rear: 20'
 - Corner: 10'
- 26' Townhome
 - Center Lot: 26'x100'
 - Interior End Lot: 31'x100'
 - Corner lot: 36'x100'
 - Setbacks:
 - Front: 20'
 - Side: 5' (0' if attached)
 - Rear: 20'
 - Corner: 10'
- Rear Loaded

Deleted: The commercial area(s) and amenity center are subject to change at DRH's discretion regarding configuration, layout and dimensions.

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Commented [5]: Corner setbacks at 10 feet are acceptable because DRH is making concessions on windows and landscaping

- Lot Size: 42'x105'
 - Corner Lot: 47'x105'
 - Setbacks:
 - Front: 10'
 - Side: 5'
 - Rear: 20'
 - Corner: 10'
- DRHE
 - Lot Size: 52'x93'
 - Corner Lot: 57'x93'
 - Setbacks:
 - Front: 20'
 - Side: 5'
 - Rear: 20'
 - Corner: 10'
- Horton
 - Lot Size: 62'x100'
 - Corner Lot: 67'x100'
 - Setbacks:
 - Front: 20'
 - Side: 5'
 - Rear: 20'
 - Corner: 10'
- Freedom
 - Lot Size: 50'x117'
 - Corner Lot: 55'x117'
 - Setbacks:
 - Front: 20'
 - Side: 5'
 - Rear: 20'
 - Corner: 10'
- Multifamily Residential
 - Lot Size: 50'x140'
 - Setbacks:
 - Front: 20'
 - Side: 5' (0 if attached)
 - Rear: 5'
 - Corner: 10'
- Building Height: All buildings shall be a maximum of thirty feet.

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- Driveways: All driveways for residential attached and detached shall be per Jamestown's Technical Standards Manual.
- Encroachments: Balconies, columns, stoops, stairs, open porches, bay windows and awnings may encroach up to 8 feet into the setbacks per LDO Section 9-2.2.

K. MULTI-FAMILY BUILDING MATERIALS

At least 75% of the building materials for multi-family structures shall include any of the following: cast stone, coursed stone, tile stone, limestone, granite, brick, finish textured concrete masonry, glass, painted metal, stucco, pre-cast concrete, architectural metals, wood, decorative glass, decorative tile, composite siding, and form moldings. The architectural features, materials, and the articulation of a façade of a building shall be continued on all sides visible from a public street.

ARTICLE VII. TRANSPORTATION IMPROVEMENTS

A. TRAFFIC IMPACT ANALYSIS

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

B. STREETS AND SIDEWALKS

1. Town Standards.
 - a. General Standards. All streets and sidewalks shall be built to Jamestown Standard as required by the Technical Standards Manual ("Standards Manual"). Deviations from the Standards Manual may be allowed.
 - b. Construction Materials. DRH has presented the Town with a Concept Plan showing streets that may be categorized as a collector that connects to Guilford College Road, neighborhood streets, and alleyways. Materials and construction standards for each shall be:
 - (i) Collector – a minimum of 8 inches of aggregate base course ("ABC"), with 2.5 inches of intermediate coarse asphalt and 1.5 inches of surface coarse asphalt with standard 2'-6" curb and gutter.

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(ii) Neighborhood streets and alleyways – a minimum of 8 inches of ABC, with 2 inches of intermediate coarse asphalt and 1.5 inches of surface coarse asphalt with roll type (valley) curb and gutter.

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c. Dimensions and Rights-of-Way.

(i) The collector shall have a 60-foot right-of-way with a 41-foot back-to-back width and a 2.5-foot planting strip.

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(ii) Local residential streets shall have 50-foot right-of-way with a 31-foot back-to-back width and 2.5-foot planting strip.

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(iii) Alleyways shall be constructed within a 20-foot private common area.

2. Alleyways. Alleyways will not be publicly dedicated and shall be privately maintained.

3. Roundabouts. The Town and DRH shall consult in good faith about standards for roundabouts, which are not covered in the Standards Manual.

4. Curb and Gutter on Mackay Road. DRH shall provide curb and gutter on Mackay Road where the Project abuts Mackay Road.

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5. Sidewalks. Sidewalks internal to the Project shall not be less than five feet in width and placed on both sides of all double lot loaded streets. Internal sidewalks shall be connected to sidewalks along Mackay Road, and the sidewalk along Mackay Road shall be extended west to Guilford College Road and south along Guilford College Road to the Project's first access point south of the Mackay Road/Guilford College Road intersection (site access 4), and from the intersection of College Road and Guilford College Road to Area 8A.

6. Town maintenance. Streets and sidewalks that meet the Town's standards and any additional standards of this Agreement shall be publicly dedicated to the Town for continued maintenance.

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7. Street signs. Street signs shall meet the Town's Signpost Specifications. DRH shall reimburse the Town at the Town's cost for sign acquisition. Installation shall be by DRH at DRH's cost.

8. Bicycle racks. All commercial areas, trail heads, and public gathering places shall have bicycle racks equal to 5% of the parking provided for automobiles per LDO §12.7 in number and location as approved by TRC.

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C. PARKING.

DRH shall provide parking equal to at least 2 guest spaces per 10 units of Rear Loaded homes and townhomes. For all detached and attached homes, 2 spaces per dwelling will be provided, which includes driveway and garage.

**ARTICLE VIII.
ENGINEERING AND STORMWATER**

A. Utilities

1. Water: Shall be in accordance with the Town of Jamestown's Technical Standards Manual adopted May 19th, 2009 section 200.00.
2. Sewer: Shall be in accordance with the Town of Jamestown's Technical Standards Manual adopted May 19th, 2009 section 300.00.
3. Storm Drain: Shall be in accordance with the Town of Jamestown's Technical Standards Manual adopted May 19th, 2009 section 400.00.
4. The Town shall modify Technical Standards Manual to allow for the approved equal of HDPE and HP pipe.

B. Roadways

1. Block/Cul-de-sac Lengths: Shall be consistent with the Town LDO standards or as enumerated in the Technical Standards Manual.
2. Minimum Street Centerline Radii: Shall be consistent with the Town LDO standards or as enumerated in the Technical Standards Manual.

C. Water Quality Devices

1. A financial surety to the Town shall be provided per Article 2.15 (Guarantee in lieu of construction of required improvements) prior to the recordation of any final plat or the issuance of any certificate of occupancy, whether temporary or final.
2. DRH shall be required to provide a financial surety for each stormwater control measure (SCM) formerly known as "best management practices" (BMPs) per Article 19-25.2 (performance security for installation and maintenance) of the LDO. HOA documents shall provide for annual inspection, operation and maintenance costs of all BMPs.
3. Water quality devices shall be built to all local, state, and federal requirements.

D. Guarantee in lieu of construction of improvements.

In lieu of completion of construction of the required improvements of public facilities and utilities prior to final plat approval, the property owner shall provide a performance guarantee as specified in Section 2.15 of the Ordinance.

E. Grading and Erosion Control

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Deleted: modified from Town standards as shown for the Project as currently configured on the attached Concept Plan. This may be modified during preparation of construction documents.

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Deleted: of uncompleted work at time of platting shall be provided by DRH.

Deleted: There shall be no maintenance performance security required for the perpetual duration of inspection, operation and maintenance of the BMPs to DRH.

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DRH shall follow Guilford County's requirements for grading and erosion control permitting, fees and bonding. Guilford County shall be the reviewing, permitting, and inspection authority.

F. Retaining Walls:

Any retaining wall outside the public right of way shall be designed and constructed at DRH's direction in accordance with all applicable building codes.

**ARTICLE IX.
DEDICATION TO TOWN**

A. PARK

1. Park Dedication. Prior to issuance of development permits, DRH shall subdivide and dedicate to the Town approximately ___ acres in fee simple for a public park ("Park Tract").

2. Location. The Park Tract is located at the southern quadrant of the intersection of Guilford Road and Guilford College Road and to the north of tax parcels, 159959, 159960, 159961, 159962, 159963, and 159964.

3. No obligation to develop. Dedication of the Park Tract creates no obligation by the Town to develop the Park Tract.

B. BULL RUN TRAIL AND EASEMENT

1. Construction and Easement. DRH shall construct a trail no less than 12 feet in width and approximately _____ feet in length (the "Bull Run Trail") within an easement no less than 20 feet in width along Bull Run Creek. The first 1,320 feet shall be paved in asphalt subject to Town standards as specified in the draft version of the 2022 Bicycle and Pedestrian Plan.

2. Ownership and maintenance. The Town shall accept the dedication and maintain the Bull Run Trail.

3. Pervious area calculations. All pervious or non-built upon area within trails shall remain useable by DRH for its impervious surface calculations.

Deleted: 1. The Town shall provide an issuance of Development Clearance Certificate to Guilford County within two (2) working days of receipt.
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Deleted: All public trails shall be dedicated to the Town for permanent maintenance. This Agreement constitutes a binding obligation of the Town for acceptance of dedication of the trails. Failure to maintain the trails shall be a material breach of this Agreement by the Town.

ARTICLE X.

NON-RESIDENTIAL STANDARDS, ARCHITECTURE AND DESIGN

A. LOCATIONS AND SIZE

DRH has proposed commercial areas in multiple locations per the attached Exhibit B-1. The total amount of commercial space outside of Commercial Area 2 shall be no greater than 10,000 square feet. No leasable space within this 10,000 square feet shall exceed 1,500 square feet.

B. COMMERCIAL AREA 2

The Commercial Area designated as Commercial Area 2 (near the neighborhood amenity center) shall not exceed 32,000 square feet of leasable space. One leasable space in Commercial Area 2 may be up to 6,500 square feet, and a second leasable space may be up to 2,500 square feet. All other leasable spaces shall not exceed 1,500 square feet.

C. ENTRANCES AND OPENINGS

1. Locations. Building entrances shall be located and clustered along primary streets.

2. Articulation. At least 50% of the first floor of the primary façade should be articulated with building entrances, display windows, and windows affording views into retail, office, or lobby spaces. This requirement shall apply to all public street frontages.

3. Recess depth. Building entrances shall be recessed into the face of the building to a depth that permits the entry door to open and close without projecting into the public right-of-way.

4. Storefront zone. The storefront zone is the space between the unobstructed sidewalk and the storefront facade. This space enables shop owners to expand their merchandise experience beyond the interiors of the shop. This space may be occupied by building protections, such as bays, and semi-permanent features such as signs, benches, tables and chairs, flexible cafe fencing, planters, art, merchandising displays that support the retail experience. Projections shall not extend more than 3 feet beyond the boundary of a right-of-way.

D. BUILDING MATERIALS

1. Primary facades. Primary facades are oriented towards areas of pedestrian activity and contain pedestrian access. Primary facade materials may include the following: cast stone, coursed stone, tile stone, limestone, granite, brick, finish textured concrete masonry, glass, painted metal, stucco, pre-cast concrete, architectural metals, wood, decorative glass, decorative tile, composite siding, and form moldings. The architectural features, materials, and the articulation of a façade of a building shall be continued on all sides visible from a public street.

Deleted: COMMERCIAL AREA

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2. Secondary facades. Secondary facades are located along tertiary service/access alleys and within internal courtyards. These facades are encouraged to use similar materials, patterns and details achieved on the primary facade to create consistency throughout the project.

3. Prohibited materials. The following materials will not be permitted: Aluminum siding, vinyl siding, unfinished tilt-up concrete panels, and unfinished concrete masonry units.

4. Screening. Service areas, dumpsters, loading docks, electrical and mechanical equipment shall be screened and, when possible, located internal to the building. Screening device materials and doors should be designed to complement materials and appearance of the building. Composition of materials may include wood, metal, brick, stone or concrete.

E. Size and Setbacks.

The following lot size and setbacks shall apply.

- Commercial
 - Lot Size: 25'x200'
 - Setbacks:
 - Front: 5'
 - Side: 5'
 - Rear: 5'
 - Corner: 10'
- Civic
 - Lot Size: 100'x200'
 - Setbacks:
 - Front: 15'
 - Side: 5'
 - Rear: 15'
 - Corner: 10'

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

ARTICLE XI. LAWS GOVERNING DEVELOPMENT OF THE PROJECT

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

2. Land Development Ordinance, Town Policies, and Other Laws. The Town's current LDO and all Town standards and policies are listed by title and date of adoption on Exhibit attached. Other Laws applicable to the Project include the adopted PUD zoning, which is attached to this Agreement as Exhibit B-1, the Concept Plan attached to this Agreement, and this Agreement (collectively "Laws"). DRH's covenants and restrictions and other rules adopted to govern the Project and its HOA are not considered Laws and may be modified and amended in the sole discretion of DRH, provided that no such covenants, rules, or restrictions shall not be inconsistent with this Agreement.

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

4. Vested rights. Except for the Town's Fee Schedule, which changes from time to time in the discretion of the Town, DRH is vested for the duration of this Agreement under the laws and policies existing at the time of the Agreement, specifically included the laws and policies referenced in paragraph 2 above ("Existing Laws"). Except as expressly provided in N.C. Gen. Stat. §§ 160D-108(c) or 160D-108.1(f), no changes, amendments, alterations, expansions, enhancements, or application of Existing Laws shall apply to the Project without the written consent of DRH. As provided in N.C. Gen. Stat. § 160D-1007(c), in the event State or federal law is changed after a development agreement has been entered into and the change prevents or precludes compliance with one or more provisions of the development agreement, the Parties may modify the affected provisions, upon a finding that the change in State or federal law has a fundamental effect on the Agreement. To the extent that a change in State or federal law has a fundamental effect on the Agreement to the detriment of DRH and amendment of this Agreement is not prohibited by law, the Town agrees that its consent to amendment shall not be unreasonably or capriciously withheld.

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

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

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

A. STATUTORY CERTIFICATIONS

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

1. Description. A description of the property subject to the agreement and the names of its legal and equitable property owners is found in Article ___ and Exhibit ___.
2. The duration of the agreement. The duration of this Agreement shall be forty (40) years from the date of recordation.
3. Permitted uses, densities, placement on the site, and design. Uses and unit counts shall be as listed in Article IV. Placement on the site shall be as illustrated in the Concept Plan attached as Exhibit B. Design shall be as described under Article VI (Architecture and Design).
4. Public facilities, responsibility for construction, dates and schedules of delivery. All provisions in the Agreement related to public facilities, who shall develop and provide the services, the sequences of delivery and who is responsible are described in Article V (Public Services). To the extent that the Town has incurred obligations for public services as described in this Agreement, such obligations shall be tied to successful performance by DRH in its development of the Project and meeting its own obligations as described in Article V of this Agreement.
5. Land reserved or dedicated for public purposes and provisions for the protection of environmentally sensitive property. Public dedications are described in Article IX (Dedication to Town). There are no provisions for the protection of environmentally sensitive property other than those required by State and federal law.
6. Other protections for health, safety, and welfare. Public safety is further protected by several provisions contained within Article V (Public Services), and public welfare is further protected by provisions in all Articles.
7. Descriptions of provisions for preservation and restoration of historic structures. DRH shall work with the Guilford County Preservation Commission and the Historic Jamestown Society to restore or preserve aspects from on-site historic structures, including the Futrell-Mackay-Armstrong house, and incorporate them into community amenities.

ARTICLE XIII.
MISCELLANEOUS

1. Amendment. This Agreement may be amended by the mutual consent of the Parties or their successors in interest. As required by G.S. 160D-1006(e), consideration of a proposed major modification of the agreement shall follow the same procedures as required for initial approval of the Agreement. By the mutual consent of the Parties, the Technical Review Committee shall have the authority to approve minor, administrative amendments to this Agreement and the Concept Plan.

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

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

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

5. Default.

In the event any Party believes another Party is in default under this Agreement, the applicable Parties shall make a good faith effort to negotiate and informally resolve the issues in dispute prior to terminating or modifying this Agreement. In the event of an impasse between the Parties in reaching any mutual agreement under this Agreement, the Parties shall make good faith efforts to negotiate and informally resolve the issue in dispute (the "Claim"). If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the notice of default, the Parties agree to submit the claim to mediation pursuant to the following process:

- a) The non-defaulting Party (the "Claimant") shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of any dispute resolution center or other such independent agency providing similar services upon which the Parties may mutually agree.
- b) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings. Such notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.
- c) If settlement does not occur and mediation is terminated, the Parties may pursue any and all actions at law and equity permitted under this Agreement subject to any applicable right to notice and cure provided for in this Agreement.

Commented [6]: Previous section "b" deleted. The Town cannot waive its legal duties of enforcement.

Deleted: <#>If Claimant does not submit the claim to mediation within thirty (30) days after notice of default, Claimant shall be deemed to have waived the claim, and the defaulting Party (the "Respondent") shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons other than a Party.¶
<#>¶

- d) The costs of the mediation shall be paid in equal shares by the Parties; provided, however, a Party who refuses to participate in a mediation that has been requested pursuant to this Paragraph may be assessed the entire costs of the mediation.

6. Notices.

To the Town:

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

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

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

To D.R. Horton

7. Entire Agreement. This Agreement and the Laws described in Article XI set forth and incorporate by reference all promises, terms, conditions and understandings between the Town and DRH related to the Property and the Project, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties related to the matters addressed in this Agreement.

8. Construction. Counsel for the Town and DRH have reviewed and revised this Agreement and any rule of construction that ambiguities are to be resolved against the drafting party shall not apply.

9. Assignment. After notice to the Town, DRH may assign its rights and responsibilities under this Agreement to subsequent landowners of all or any portion of the Project, provided that no assignment as to a portion of the Project will relieve DRH of responsibility with respect to the remaining portion of the Project owned by DRH without the written consent of the Town. If DRH sells the Project in its entirety and assigns its rights and responsibilities to a subsequent landowner, then DRH shall be relieved of all of its covenants, commitments and obligations hereunder at the time all such covenants, commitments, and obligations pass to DRH's successor.

10. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and the Laws described in Article XI.

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT "A"

Property – Legal Description

EXHIBIT "B"

Approved Concept Plan



134577895.1

137169653.1

EXHIBIT "B-1"



PROJECT JAMESTOWN
Preliminary Schematic Plan September 26, 2021

D R BORDEN
Professional Engineer

131848915.1

[134577895.1](#)

137169653.1

The site plan illustrates the proposed layout for two phases of a residential project. Phase One is located on the right side, featuring several building footprints and associated parking spaces. Phase Two is situated to the west of Phase One. The plan also identifies existing infrastructure such as a creek to the south and a hill labeled 'SCM' to the west. An adjacent parcel to the east contains probable units and garages. A detailed inset at the bottom left provides a closer look at a roadway intersection, showing match lines and a scale from 0 to 100 feet.

SITE DATA	
PHASE ONE	
PROPOSED APARTMENTS:	156
28 GARAGES:	156
613 SPACES:	613
TOTAL:	825 @ 1.75/JUNIT
PHASE TWO	
PROPOSED APARTMENTS:	224
28 GARAGES:	224
598 SPACES:	598
TOTAL:	782 @ 1.75/JUNIT

137169653.1

EXHIBIT "C"

131848915.1

[134577895.1](#)

137169653.1

131848915.1

[134577895.1](#)

137169653.1

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Republic Services Disposal Agreement

AGENDA ITEM #: V-B

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CONSENT AGENDA ITEM

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ACTION ITEM

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INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 5 minutes

DEPARTMENT: Public Services

CONTACT PERSON: Paul Blanchard

SUMMARY:

The Town of Jamestown requested a Disposal Agreement from Republic Services for Solid Waste per the direction of Councilman Straughn. The Town Attorney reviewed the agreement and negotiated changes with Republic Services. This item was continued at the August 16, 2022 Town Council meeting. The disposal cost of \$42.00 per ton in the agreement is less expensive than our current rate of \$44.00 per ton. The travel time to the Republic facility is practically the same as our current travel time. The major advantage of using Republic is that we will be emptying into a transfer facility instead of driving through an active dump site to empty the truck. This should save time and have less impact to equipment.

ATTACHMENTS: Republic Services Disposal Agreement

RECOMMENDATION/ACTION NEEDED: Approve, deny, or recommend modifications to the agreement

BUDGETARY IMPACT: Currently funded in 10-5800-3940

SUGGESTED MOTION: Recommend the Town Manager sign the Republic Services Disposal Agreement.

FOLLOW UP ACTION NEEDED: n/a



Republic Services Disposal Agreement
(Not for Special Waste)

Customer Name : Town of Jamestown, North Carolina
Address : _____

Contact Name : _____ Phone Number : _____
FED ID # : _____ PO Number : _____

Republic Landfill Name: Republic Services of North Carolina, LLC dba Greensboro Hauling
Transfer Station

Address : 2140 Bishop Rd
Greensboro, NC 27406

Contact Name : Chris Wilson Phone Number : (919) 669-8515

Contract Effective Date : August 1, 2022

Waste Types : MSW (MSW, C/D, Etc.)

Unit of Measure for Billing : Tons (Tons/Yard/Load)

Disposal Fee : \$ 42/ton / Unit of Measure Above
Taxes/Host Fees/Charges : \$ 2/ton / Unit of Measure Above
Administrative Fee : \$ / Month
Environmental Fee : \$ / , or % of Disposal Fee
Fuel Recovery Fee : \$ / , or % of Disposal Fee
Other Fees : \$ / , or % of Disposal Fee

Invoice Period : Monthly (Weekly, Semi-Monthly, 3 Per Month)

All Payments Are Due Within 30 Days After Receipt of Invoice

Minimum Volume : / Unit of Measure Above / Month/Quarter/Year
Maximum Volume : / Unit of Measure Above / Month/Quarter/Year
True-Up Period for Minimum Volume Calculations: (Month, Quarter, Year)

Special Instructions : _____

THE PARTIES AGREE TO THE TERMS CONTAINED IN THE ATTACHED "REPUBLIC SERVICES DISPOSAL AGREEMENT TERMS AND CONDITIONS"

Republic:
REPUBLIC SERVICES OF NORTH CAROLINA, LLC

Customer:
TOWN OF JAMESTOWN, NORTH CAROLINA

Signature _____ Date _____

Signature _____ Date _____

Name: _____

Name: _____

Title: _____

Title: _____

REPUBLIC SERVICES DISPOSAL AGREEMENT

TERMS AND CONDITIONS

1. Delivery of Acceptable Waste. Customer shall deliver at least the minimum volume of Acceptable Waste (as defined below) indicated on the cover of this Agreement (the "Minimum Volume") to the landfill indicated on the cover of this Agreement (the "Landfill"). Customer shall not deliver in excess of the maximum volume of Acceptable Waste indicated on the cover of this Agreement to the Landfill.

2. Delivery Procedures; Operation of the Landfill.

(a) Acceptance of Acceptable Waste. Republic shall have the right in its sole discretion to reject delivery of any waste offered for acceptance by Customer that does not constitute Acceptable Waste. "Acceptable Waste" means all waste that is authorized to be disposed of at the Landfill under then applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives (collectively "Applicable Laws") and that is not Unacceptable Waste (as defined below).

(b) Operation of the Landfill/Procedures. Notwithstanding anything in this Agreement to the contrary, Republic shall have the right, in its sole discretion, to close the Landfill, in whole or in part, either temporarily or permanently, at any time for any reason. Upon any such permanent closure, Republic shall have the right to terminate this Agreement. Customer's delivery of Acceptable Waste to the Landfill, which shall occur only during the Landfill's posted hours, shall be governed by the procedures applicable generally to customers utilizing the Landfill as Republic may modify such procedures from time to time.

(c) Customer's Compliance with Applicable Laws. Customer shall collect, transport and deliver waste to the Landfill in compliance with all Applicable Laws and the procedures referenced in Section 2(b).

(d) Title to Waste. Customer represents and warrants to Republic that either Customer or its customer shall hold clear title, free of all liens, claims and encumbrances, to the waste delivered by Customer to the Landfill. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Landfill by Customer shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Landfill. Title to Unacceptable Waste shall remain with Customer or its customer and shall never be deemed to pass to Republic.

3. Term. Unless sooner terminated pursuant to Section 6, this Agreement shall commence as of the contract effective date indicated on the cover of this Agreement and shall remain in full force and effect for a period of one year. Upon expiration or termination of this Agreement, the obligations of Customer to deliver and of Republic to accept Acceptable Waste shall terminate; provided, however, that all other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive termination. Customer shall have the right to terminate this Agreement upon thirty (30) days notice to Republic.

4. Disposal Fees.

(a) Fees. Customer shall pay Republic a disposal fee (the "Disposal Fee") for all Acceptable Waste Customer delivers to the Landfill as set forth on the cover of this Agreement. In addition to the Disposal Fee, Customer shall pay such fees as Republic may impose from time to time by notice to Customer (including, by way of example only, administrative fees and environmental fees), with Republic to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Republic a fuel recovery fee in the amount shown on each of Republic's invoices, which amount Republic may increase or decrease from time to time by showing the amount on the invoice. The initial fee amounts for administrative fees, environmental fees, fuel recovery fees and other fees are set forth on the cover of this Agreement, but are subject to change from time to time as described in this Section 4(a).

(b) Payment; Deposit. Republic shall transmit an itemized invoice to Customer of all Disposal Fees and other charges under this Agreement on a periodic basis as indicated on the cover page of this Agreement. Customer shall pay all invoices within 30 days after receipt of invoice. If Customer does not make payment by such date, Customer shall pay a late payment fee in an amount equal to the lesser of (i) the greater of \$5 per month or 1.5% per month on the amount past due or (ii) the maximum amount allowed by Applicable Law. Customer also shall pay a fee of \$50 (which Republic may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored. At any time after Republic becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Republic may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

(c) Taxes and Other Charges; Cost Increases. In addition to the Disposal Fee, Customer shall pay all federal, state, local or other taxes, fees (including host fees), surcharges or similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Landfill that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "Taxes/Host Fees/Charges"). The initial amount of Taxes/Host Fees/Charges is set forth on the cover of this Agreement, but is subject to change from time to time pursuant to the preceding sentence. In addition, Republic shall have the right to increase the Disposal Fee from time to time by the pro rata amount (determined by relative tonnage of Acceptable Waste delivered by Customer and accepted by Republic for processing at the Landfill divided by the total tonnage of waste processed at the Landfill) of any increase in operating costs or capital costs of the Landfill as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Republic to Customer.

(d) CPI Adjustment. In addition to the adjustments described in Section 4(c), the Disposal Fee shall be increased on the first anniversary of this Agreement in an amount equal to the percentage increases in an amount equal to rates in an amount equal to the most recently available trailing 12 months' average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the "CPI").

(e) Shortfall Fee. At the end of each true-up period indicated on the cover of this Agreement (the "True-Up Period"), Republic shall determine the total volume of Acceptable Waste delivered by Customer to the Landfill during such True-Up Period. If the total volume of Acceptable Waste delivered during such True-Up Period is less than the volume required to be delivered during such True-Up Period based on the Minimum Volume,

Customer shall pay Republic a fee (the "Shortfall Fee") equal to the Disposal Fee multiplied by the volume by which Customer was deficient during the True-Up Period. Republic shall invoice Customer for, and Customer shall pay Republic, any Shortfall Fee in accordance with Section 4(b). If no Minimum Volume is specified, then this Section 4(c) shall not apply.

(f) Price Adjustments. In addition to any other price increases pursuant to this Section 4, Republic shall have the right to request an increase in the Disposal Fee, from time to time and for any reason, by giving written notice of the amount and effective date of the increase (the "Price Increase Notice") to Customer at least 30 days before the effective date of the increase. If Customer does not object in writing (the "Objection Notice") to the price increase within 30 days after the date of the Price Increase Notice or if Customer accepts the price increase, the price increase shall go into effect on the date stated in the Price Increase Notice and this Agreement shall be deemed amended accordingly. If Customer gives an Objection Notice within 30 days after the date of the Price Increase Notice, Republic shall have 15 days after receipt of the Objection Notice to determine whether to (i) drop its request for a price increase and have the Agreement continue in full force and effect or (ii) terminate this Agreement effective as of the proposed effective date of the price increase (or any later date specified by Republic). If Republic does not give notice of this determination within 15 days after receipt of the Objection Notice, Republic shall be deemed to have dropped its request for a price increase and the Agreement shall continue in full force and effect.

5. Unacceptable Waste.

(a) Delivery of Unacceptable Waste. Customer agrees that it shall not deliver any Unacceptable Waste to the Landfill. If Customer delivers waste that contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of Republic, as Customer's agent to cause such separation, with the cost of such separation to be paid by Customer.

(b) Weighing and Inspection of Waste by Republic. Republic shall weigh all Acceptable Waste at the Landfill and the weight so determined shall be final and conclusive on both Customer and Republic. Republic shall have the right, but not the obligation, to inspect any of Customer's trucks to determine whether the waste delivered is Acceptable Waste or Unacceptable Waste. Customer acknowledges and agrees that any failure by Republic to perform any such inspection or to detect Unacceptable Waste despite such inspection shall in no way relieve Customer from its obligation to deliver only Acceptable Waste or from its other obligations under this Section 5.

(c) Rejection of Unacceptable Waste. If Customer delivers Unacceptable Waste to the Landfill, Republic may, in its sole discretion: (i) reject such Unacceptable Waste at Customer's expense; or (ii) if Republic does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, after giving Customer telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Waste, Republic may, as Customer's agent, dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all Applicable Laws and charge Customer all direct and indirect costs incurred due to handling, delivery and disposal of such Unacceptable Waste, unless Customer otherwise elects to arrange for disposal of the Unacceptable Waste. If Customer elects to dispose of such Unacceptable Waste, it shall do so within such time period as Republic reasonably deems necessary or appropriate in connection with the operation of the Landfill, including the preservation of the health and safety of its employees. If after electing to do so Customer does not dispose of the Unacceptable Waste within such time period, Republic may dispose of such Unacceptable Waste as Customer's agent, without further notice to Customer, and Customer shall pay the direct and indirect costs set forth above. Notwithstanding the foregoing, no notice shall be required by Republic to Customer for Republic to dispose of Unacceptable Waste as Customer's agent in emergency situations where in Republic's reasonable judgment a delay in such disposal could constitute a hazard to the Landfill or any person on, about or near the premises.

(d) Definition of Unacceptable Waste. For the purposes of this Agreement, "Unacceptable Waste" means: (i) any material that is not Acceptable Waste; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Landfill, or because of its size, durability or composition cannot be disposed of at the Landfill or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Landfill.

6. Default.

(a) Events of Default. Each of the following shall be an event of default by Customer under this Agreement: (i) Customer fails to pay any amount due as and when the same becomes due under this Agreement; or (ii) Customer fails to perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Customer specifying the nature of such failure and requesting that it be remedied.

(b) Remedies on Default. Whenever any event of default by Customer shall have occurred and be continuing, Republic shall have the following rights and remedies, which shall be in addition to any other remedies provided by Applicable Law or this Agreement: (i) upon the end of any applicable grace period in this Section 6, Republic shall have the option to immediately terminate this Agreement unless during such period Customer has taken remedial steps the effect of which would be to enable Customer to cure such event of default within an additional 15 day period following the expiration of such grace period; and (ii) if Customer is then in default, Republic shall have the option, without terminating this Agreement, to stop accepting Acceptable Waste delivered by Customer until such default is cured or this Agreement is terminated. If Republic stops accepting Acceptable Waste, Customer shall pay Republic a service interruption fee in an amount determined by Republic in its discretion up to the maximum amount allowed by Applicable Law.

7. Indemnification. Customer, to the extent allowed by Applicable Law, shall indemnify, defend (upon request by Republic) and hold harmless Republic and its shareholders, partners, officers, directors, divisions, subdivisions, affiliates, agents, employees, successors and assigns (the "Republic Indemnified Parties") from and against any and all liabilities, losses, assessments, fines, penalties, forfeitures, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in any litigation, investigation or proceeding (collectively, "Losses"), whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Indemnified Party, or otherwise, caused by or arising out of (a) Customer's breach of this Agreement, (b) Customer's negligence or willful misconduct, or (c) Customer's delivery of Unacceptable Waste to the Landfill.

8. Insurance. During the term of this Agreement, Customer shall maintain the following insurance coverages:

Workers' Compensation:

Coverage A	Statutory
Coverage B – Employer's Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability:

Bodily Injury/Property Damage	\$2,000,000
Combined – Single Limit	Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers)

Commercial General Liability:

Bodily Injury/Property Damage	\$2,000,000 each occurrence \$3,000,000 general aggregate
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<u>Contractor's Pollution Liability:</u>	\$1,000,000
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The insurance carriers providing the coverage required by this Section 8 shall be rated at least A-VIII by A.M. Best. Customer shall deliver the Certificates of Insurance evidencing the foregoing policies to Republic before Customer delivers any waste to the Landfill pursuant to this Agreement. In addition, the (i) Commercial General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability coverage specifically covering Customer's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form". The Certificates (ACORD form) and the insurance policies required by this Section 8 shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Republic. With the exception of the workers' compensation policy, Republic and the Republic Indemnified Parties shall be shown as additional insureds under all of the insurance policies required by this Section 8. The policies required by this Section 8 shall be primary and non-contributory with respect to Republic and the Republic Indemnified Parties, and the insurance providers shall agree to waive their rights of subrogation against Republic and the Republic Indemnified Parties.

9. General.

(a) Independent Contractor. Customer and Republic shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed, the agent of the other party.

(b) Assignment; Binding Effect. Customer may not assign this Agreement without Republic's prior written consent, which Republic may grant or withhold in its sole discretion. Republic may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Republic shall release Republic from any liability under this Agreement from and after the date of the assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(c) Entire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement. This Agreement and any modification thereto, shall be construed in accordance with and pursuant to the laws of the State of North Carolina.

(d) Severability. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(e) Waiver. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only on that occasion and not any other.

(f) Waiver of Jury Trial; Attorneys' Fees. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; and (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: YMCA request for providing services

AGENDA ITEM #: VI-A

☐ **CONSENT AGENDA ITEM**

☒ **ACTION ITEM**

☐ **INFORMATION ONLY**

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 10 Minutes

DEPARTMENT: Finance

CONTACT PERSON: Judy Gallman, Finance Director

SUMMARY:

The Town wishes to provide recreation services to the citizens of Jamestown. The Town does not have the available staffing levels to be able to do this; thus the Town wishes to contract with the YMCA to provide these services. The Town proposes to fund up to \$10,000 for these recreation services for youth and adult residents. The YMCA has provided a listing of possible programs, and the cost of each (based on # of Jamestown resident participants) to fulfill the provision of services. A contract has been prepared which specifies the terms of the provision of these services. The Town staff requests that Town Council approve the amount (up to \$10,000) of funding for services and the contract which will be entered into by the YMCA and the Town.

ATTACHMENTS: Recommended Services & Contract with YMCA to provide recreation services

RECOMMENDATION/ACTION NEEDED: Approve funding of services by YMCA / contract

BUDGETARY IMPACT: up to \$10,000

SUGGESTED MOTION: Approve funding of up to \$10,000 for YMCA providing recreation services for youth and adult Jamestown residents; approve contract with YMCA for the provision of these services

FOLLOW UP ACTION NEEDED:

Adult Fitness	Yoga in the park Summer 2022/2023	Cost is \$50 per class (2 hours of instructor time)	July-Aug 2022= 9 classes May-June 2023= 9 classes	Total cost=\$900.00	Weekly yoga classes at Wrenn Miller park. Y provides instructor and sound system.
Family Fitness	Reduced guest passes	\$15 day pass for adult/\$10 day pass for age 13-18/\$5 for youth under 13	Daily passes	Propose 50% discount for Jamestown residents would allow people to take advantage of our facility. If 10 adults took advantage of the discount monthly, the yearly cost would be \$900	Reduce the rate for Jamestown daily guest passes by 50%. This can allow a reduced cost for residents to swim, play pickleball, play basketball, and use the wellness center if they are not ready to commit to a membership.
Adult Fitness/ Senior fitness	Water Fitness for seniors	Average cost per monthly class for a member is \$35 average/ 10 people per class	Year round	\$2100 would allow us to offer 10 Jamestown residents water fitness classes for 50% off for the year. A second option would be to offer the residents for free and offset the entire cost which would double that amount.	We offer 5 different levels of water fitness classes, and these have a monthly registration cost. Subsidizing this for residents may make the classes more affordable for some people. We do offer financial assistance if needed however many don't take this route but see the cost as out of their budget.
Employee wellness	FIT3D scan	Cost per scan is \$25	Year round	We have a new state of the art FIT3D scanner that is used by many employee wellness programs including the City of High Point. We propose to allow Jamestown employees free scans for the year for a one-time fee of \$1200	The FIT3D body scanner is an innovative device that rapidly scans a person's full body giving them access to data about their posture, body composition, and body shape. It also helps understand basal metabolic rate and lean mass. It is a great tool to track progress scan to scan. All information is private and only available to user unless permissions granted to a coach.
Aquatics	Diverse ability swim lessons	Average cost per participant is \$100 for 6 lessons These include wages, pool time, equipment and special training for instructors	Year round	Target to reach Jamestown youth with a disability. Cost per participant is \$100 for 6 lessons. We can offer Jamestown residents \$30 Per session if the town can offset the other \$70. Potential cost for 3 residents per month is \$2520 for the year.	These are private swim lessons for persons with a physical or mental handicap.
Youth Sports	Hot hoops	Average cost per child per sport is \$80 per child These include equipment, uniforms, wages, referees, background checks on volunteers, and Sidelines (our database system)	Winter 2022/2023	We anticipate 35 youth from Jamestown participating in these sports Costs \$2800	Basketball league that includes both a competitive and recreational league.

Ragsdale Family YMCA
 900 Bonner Drive
 Jamestown NC 27282
 336.882.9622

Youth sports	Summer sports camps for youth	Average cost per participant=\$135 These include equipment, wages, and background checks for volunteers	Summer 2022	We offer basketball, soccer and volleyball camps in the summer. We anticipate around 10 Jamestown participants in these camps. Costs =\$1350	Our Camps strive to teach basic and advanced skills in the sport, so the youth are prepared for the fall seasons.
Youth sports	Fall sports 2022 Fall sports include Baseball, soccer, volleyball and flag football	Average cost per child per sport is \$80 per child These include equipment, field rental, uniforms, wages, referees, background checks on volunteers, Sidelines (our sports league management and scheduling platform) and marketing	Sept-Nov season (8 weeks)	We anticipate around 30 youth from Jamestown participating in these sports Costs \$2400	Our sports are designed to allow participants to learn the fundamentals of the game, find joy in being active, and learn life lessons along with character development.
Youth sports	Spring sports 2023 Spring Baseball, soccer, volleyball and flag football	Average cost per child per sport is \$80 per child	April-May season (8weeks)	We anticipate around 35 Youth from Jamestown participating in these sports Costs=\$2800	Our sports are designed to allow participants to learn the fundamentals of the game, find joy in being active, and learn life lessons along with character development.
Summer Camp	Summer 2023	Cost per week of summer camp for a child that is a member is \$145 per week. We do offer financial assistance however for some families this is still unaffordable	June-August	Propose Jamestown supplement a portion of the fees per week for Jamestown families (that are already on financial assistance) this may make affordable childcare for parents who must work or need a safe place for their kids to go weekly. Generally, our financial assistance participants get 50% off. If you can subsidize another \$50 per week per child, this could truly make it open to many more children. If the child comes all 9 weeks this would be \$450 per child. This summer we have 6 of Jamestown proper residents on financial assistance and attending summer camp. \$3600 would allow 8 children to be served for the summer of 2023.	Our summer day camps feature fun, character-building activities like STEM activities, field trips, art projects, swimming and more! We also offer learning loss activities to help bridge the gap for our campers over the summer. The children have an amazing experience and build life-long connections at YMCA day camp.

Ragsdale Family YMCA
900 Bonner Drive
Jamestown NC 27282
336.882.9622

STATE OF NORTH CAROLINA

CONTRACT FOR SERVICES

COUNTY OF GUILFORD

YMCA of GREENSBORO, INC.

DBA MARY PERRY RAGSDALE YMCA

THIS CONTRACT, entered into as of the 20th day of September 2022, by and between the Town of Jamestown, (hereinafter referred to as the TOWN), and the Young Men's Christian Association (YMCA) of Greensboro, Inc., DBA Mary Perry Ragsdale YMCA, a North Carolina Non-Profit Corporation (hereinafter referred to as YMCA).

WITNESSETH:

WHEREAS, the TOWN has agreed to pay YMCA up to a certain amount of money, hereinafter stated, out of the TOWN'S General Fund Budget, and that in exchange for said funding the YMCA has agreed to perform certain services for the benefit of the public on behalf of the TOWN e; therefore, it is mutually agreed and understood between the parties as follows:

1. **TERM OF CONTRACT:** This contract shall commence September 20, 2022, and shall end on June 30, 2023. Beginning July 1, 2023, this contract may be renewed for an additional one-year term from July 1, 2023 - June 30, 2024. If YMCA shall at any time breach any part of this Agreement, this Agreement shall immediately terminate upon YMCA's receipt of written notice of the same, signed by the Town Manager or his/her designee.
2. **SERVICES TO BE PERFORMED:** The YMCA agrees to provide certain sports and recreational activities, hereinafter "the Activities" to adults and youth who reside within the town limits of Jamestown, NC.
3. **STATUTORY FUNDING AUTHORIZATION:** Funding in support of the activities described in Section 2 is authorized by North Carolina General Statute §160A-353-356.
4. **ANNUAL APPROPRIATION:** For the FY 2022-2023 Fiscal Year, the appropriation available for this contract is \$10,000.00. The YMCA shall invoice the Town at the conclusion of each

recreation season and/or program and provide the Town with a roster of each participant and their physical address. The Town will pay the amount of the invoice, up to the amount appropriated for the fiscal year in which the Activities take place, upon receiving documentation of the number of Jamestown residents that participated in said Activities, based on the agreed upon rates found in Exhibit A, attached. The Town Council will consider the YMCA funding request for future funding the following fiscal year. There is no guarantee of funding beyond each contract term.

5. **PAYMENT:** The TOWN will pay the YMCA in the amount approved in the TOWN's budget for operations during the fiscal year, dependent upon satisfactory documentation of Jamestown residents served.
6. **USE OF FUNDS:** Funding provided under this agreement to the YMCA shall be used exclusively to provide sports and recreational activities as outlined in Section 2. No funds provided by the TOWN shall be used for fund raising, political purposes, or any other purpose other than providing sports and recreational activities as authorized under North Carolina General Statute §160A-353 and outlined specifically in Section 2.
7. **INSURANCE:** The YMCA agrees to maintain in force throughout the term of this Contract commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage with minimum combined limits of liability of not less than \$1,000,000.00 per occurrence and aggregate limits of not less than \$2,000,000.00. All policies shall name the TOWN as an additional insured, and must provide that the TOWN be given thirty (30) days advance written notice of a cancellation, failure to renew, or material change. The YMCA's insurance agent shall provide evidence of all insurance required by this Contract.
8. **DOCUMENTATION REQUIRED:** The YMCA shall provide a contact list of key staff persons

and Board members to the Town at the time of execution of this contract.

9. **BACKGROUND CHECKS:** The Town requests that the YMCA perform background checks for any staff or volunteer which may be in contact with minor children (under the age of 18 years) and maintain that documentation and present it to the Town for inspection and review at its request.
10. **THIRD PARTY VENDORS:** The YMCA agrees to indemnify and hold harmless the Town of Jamestown from the actions of any third-party vendor invited onto Town properties. The Town of Jamestown must be notified prior to any third-party vendor being permitted to operate on Town property and shall obtain permission from the Town of Jamestown. The YMCA shall require additional insurance from third-party vendors, but the Town shall hold the YMCA solely responsible for any third-party vendor invited by the YMCA to their events per Section 11.
11. **INDEMNIFICATION:** The YMCA shall indemnify, defend, and hold harmless, the TOWN from and against any and all claims, liabilities, losses, damages, costs, and expenses, including, without limitation, reasonable attorney's fees, awards, fines, or judgments arising out of, or relating to, any or all of the following:
 - A. Damages to persons and/or property caused by an act or omission of the YMCA or their third-party vendors; and
 - B. All claims, suits, losses, injuries, death, and property liability, including, without limitation, expenses in connection with any such claim or suit, including reasonable attorney's fees, occurring in the performance of the proposed Activities; and
 - C. All claims and liabilities resulting from the YMCA's violation of federal, state, or local statutes, regulations, or ordinances; and

D. In the event that any goods, services, or processes sold and delivered or sold and performed are defective in any respect whatsoever, the YMCA will indemnify and hold harmless the TOWN from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that happen or occur in connection with the use or sale of such goods, services, or processes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ by their respective duly authorized representatives.

ATTEST

By: _____	By: _____
Katie Weiner, CMC	Lynn Montgomery
Assistant Town Manager/Town Clerk	Mayor

ATTEST

By: _____
YMCA of Greensboro, Inc. DBA Mary Perry Ragsdale YMCA

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Judy Gallman
Finance Director

Mayor
Lynn Montgomery

Town Manager
Matthew Johnson

Town Attorney
Beth Koonce



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

TOWN OF JAMESTOWN AGENDA ITEM

ITEM ABSTRACT: Manager Report

AGENDA ITEM #: VII-A



CONSENT AGENDA ITEM



ACTION ITEM



INFORMATION ONLY

MEETING DATE: September 20, 2022

ESTIMATED TIME FOR DISCUSSION: 10 Minutes

DEPARTMENT: Administration

CONTACT PERSON: Matthew Johnson, Town Manager

SUMMARY:

Manager's Report is attached

ATTACHMENTS: Manager's Report

RECOMMENDATION/ACTION NEEDED: N/A

BUDGETARY IMPACT: N/A

SUGGESTED MOTION: N/A

FOLLOW UP ACTION NEEDED: N/A

- I. Music in the Park's SEASON FINALE will be held on Friday, Oct. 7th and will feature "80z Nation". Extra prizes for those who come in their best 80's fashions. Music begins at 6 pm and concludes around 10 pm. More information on all of our events can be found on our Facebook page. Staff have nearly completed plans for the 2023 Music in the Park season, which is goal 3.1 "Further develop Music in the Park and other town-sponsored events" of the Council's Strategic Plan.
- II. The Town of Jamestown was awarded a Parks and Recreation Trust Fund (PARTF) Grant in the amount of \$215,205. This is a 50% matching grant and will be used for the Phase I renovations of the area near the picnic shelters at Jamestown Park. Plans include a new dog park for large and small dogs (separate areas), a natural playground, walking trail, shelters, and renovations to both the basketball and volleyball courts. Many thanks to Anna Hawryluk and Scott Coakley for their leadership in obtaining this grant. As you may recall this is Goal 8.9 in the Council's Strategic Plan "Seek opportunities for grant funding for pedestrian and parks & recreation infrastructure improvements".
- III. The draft of the Comprehensive Bicycle and Pedestrian Plan draft is now in the hands of NCDOT including comments from the public, which were overwhelmingly positive. A demonstration project highlighting "Neighborhood Slow Streets" near Jamestown Elementary and Library will commence in October, stay tuned to website and social media for more info! This satisfies Goal 7.1 "Review and Update the Comprehensive Pedestrian Transportation Plan" in the Council's Strategic Plan.
- IV. The Livability Committee have been working on hosting a Dementia Symposium in conjunction with the Alzheimer's Association to assist in fostering a better understanding of this disease, improving communication strategies with those suffering from dementia, and responding to dementia-related behaviors. Please stay tuned to our social media and website for additional information once it becomes available.
- V. The Town has selected National Golf Foundation Consulting who will be conducting a golf course strategic plan in the coming months. The kickoff for this process will occur later this month when the consultant will be meeting with staff, Council, and key stakeholders to gain a better understanding of existing conditions at the course. NGF will be assisting the Town with performing a high-level review of the market and the JPGC facility with a primary objective of identifying the best business practice recommendations for operations, staffing, pricing, capital investments, and potential new revenue opportunities aimed at improving the financial performance of the golf course. This represents goal 5.7 in the Council's Strategic Plan.
- VI. A new crosswalk has been completed between the Mendenhall Homeplace site and City Lake Park on West Main St. This important connection will link these two sites with a safe crosswalk for pedestrians visiting both facilities. This was a joint project between the Town and the City of High Point. Many thanks to their staff and to Paul Blanchard in our offices who has been instrumental in seeing that project to completion for the Town.
- VII. There will be an opportunity for the Planning Board to take advantage of some training opportunities through the UNC School of Government in September and October. Staff have offered to enroll those able to take advantage of this opportunity.
- VIII. Finally, it gives me great pleasure to introduce two new team members to the Town Council and the citizens of Jamestown. First, we would like to introduce Ty Cheek as our new Planning

Technician. Ty recently graduated from Winston Salem State University and joins us full-time in early October. I would also like to introduce Karen Strausser who joined us on September 12th as our Human Resources Analyst. Karen comes to us with a tremendous amount of experience in both human resources and financial reporting and will be working closely with Sharen Apple as she begins to transition to retirement. Both of these new employees will be helping to make our team even better and we are excited to have them with us. The addition of these employees also helps to satisfy several goals in the Council's Strategic Plan.