

NOT APPROVED



**Agenda Packet - DRAFT
Village of Clemmons Council
Regular Meeting**

January 11, 2021

**AGENDA
REGULAR MEETING OF THE
VILLAGE OF CLEMMONS COUNCIL
JANUARY 11, 2021 at 6:00 p.m.**

- I. Call to Order & Pledge of Allegiance – Mayor Wait
- II. Public Comments
- III. Minutes - Approval of Minutes – December 14, 2020 Regular Meeting
- IV. Changes and/or Approval of the Agenda
- V. Announcements
 - A. Village of Clemmons will be closed for Martin Luther King, Jr. Day on Monday, January 18, 2021 (trash collection will be on normal schedule)
- VI. **Business – Action Items**
 - A. Call for Public Hearing - Request of the Village of Clemmons from County RS40 to Clemmons RM-18-S for the annexed property of Parr Investments and Hendrix Commercial Industrial Enterprises, Inc.; property is located at 1930 Lewisville-Clemmons Road, and is ±38.48 acres (Annexation Ordinance 2020-A-01 – Lake at Belmont)
 - B. Stormwater Cost-Share Program
- Business – Information/Review Items for Future Action**
 - C. Marketing & Communications Director's Report
 - D. Manager's Report
 - 1. Financial Summary Report for November 2020
 - 2. 2021 Retreat Date Considerations
 - 3. Bulk Pickup and E-Recycle Date Considerations
 - E. Attorney's Report
 - F. Planner's Report
 - 1. Tree Ordinance Follow-up Discussion
 - G. Stormwater Engineer's Report
 - 1. Stormwater Fee Structure Discussion/Direction
 - H. Council Comments
 - I. Closed Session for Attorney-Client Privilege in accordance with NCGS 143-318.11(a)(3) and to Discuss Property Acquisition in accordance with NCGS 143-318.11(a)(5)
- VII. Adjournment



DRAFT

REGULAR MEETING OF THE VILLAGE OF CLEMMONS COUNCIL December 14, 2020

The Village of Clemmons Council met on Monday, December 14, 2020, at 6 p.m. The meeting was held at the Village Hall, Clemmons, North Carolina. The following members were present: Mayor Wait, Council Members Barson, Binkley, Cameron, Rogers and Wrights. Attorney Elliot Fus was also present.

Call to Order & Pledge of Allegiance

Mayor Wait called the meeting to order at 6:25 p.m. (due to technical issues of the livestream not working properly) and led the Pledge of Allegiance.

Public Comments

There were three citizens in attendance. There was one individual that spoke during public comments:

- Karla Garner, 165 Valleyoak Court, Clemmons, NC – expressed her thoughts on an ongoing on-street parking problem and leaf and limb pickup options

Approval of the Minutes

Council Member Cameron moved to approve the minutes of the November 23, 2020 special and regular meeting as presented. The motion was seconded by Council Member Roger and unanimously approved.

Approval of the Agenda

Mayor Wait requested the removal of Item VI. F. “Greenbrook CIP Decision” and Council Member Barson requested moving “Council Comments” ahead of the “Closed Session”.

Council Member Barson moved to approve the agenda as amended. The motion was seconded by Council Member Wrights and unanimously approved.

Announcements

Mayor Wait announced the following:

- A. Recognition of 100th Anniversary of Clemmons Mill was held onsite at noon on December 14, 2020
- B. Village Offices will be closed Thursday, Friday & Monday, December 24, 25 & 28, 2020 in observance of the Christmas holiday and on Friday, January 1, 2021 in observance of New Year’s Day
- C. Christmas & New Year’s Trash & Recycling Pickup Schedule – BOTH weeks Monday-Thursday will be on regular schedule and Friday will be delayed one day (Friday Pickups will be Saturday)
- D. The Village of Clemmons Stormwater Department finished the 2020 Fall Virtual Stormwater Event which ran from September 1, 2020 – December 13, 2020. The event

attracted 78 participants with 87 bags collected and 17.1 miles of roadway covered. Thank you to all who participated and are helping to Keep Clemmons Clean!

Business – Action Items

A. Public Hearings

1. *Voluntary Annexation of Parr Investments for The Lake at Belmont.* The property is located at 1930 Lewisville Clemmons Road and described by the Forsyth County Tax Offices as PIN number 5884-81-0709 and is approximately of 38.48 acres in size.

Mayor Wait opened the public hearing.

There were no Proponents or Opponents to speak.

Mayor Wait closed the public hearing.

2. Zoning Map Amendment of Hendrix Commercial and Industrial Enterprise, Inc. from RS-40 to RM-18-S (Residential Multifamily – Special) addressed 1930 Lewisville Clemmons Road and described by the Forsyth County Tax Offices as PIN number 5884-81-0709 - property contains a total of 38.48 acres more or less (Zoning Docket C-237).

Mayor Wait opened the public hearing.

Planner Rahimzadeh provided an overview of the zoning request and site plan (attached hereto as Exhibit A and incorporated as a part of the minutes). He stated that Staff's recommendation is approval as this meets the Clemmons Community Compass with mixed-use residential and LEGACY as suburban neighborhood. He advised this project touches the proposed Peacehaven/Styers Ferry Road NCDOT project (SPOT ID H11230). This project could be developed without annexation but would require a special-use permit from the Village of Clemmons. The property could potentially contain 186 lots (not taking into account streets and public rights-of-way) for single-family homes. Regarding traffic, the average daily trips if it were RS-9 would be 1,756 versus 1,960 for this development (which has nearly double the residences at 360).

There was one Proponent to speak (three additional via Zoom for any questions):

- Chris Parr, 1813 Pembroke, Greensboro, NC – advised this is a project he has been working on for the last 10-12 months and also built Clemmons Towncenter Apartments. He feels this is a good project and will be a good use for the property with the lake, wetlands, etc. and makes sense to bring into the Village of Clemmons. He is hoping that what he is doing will be a catalyst as far as sewer infrastructure to bringing in the Harper Road lift station (gravity-feed). He is looking at two phases for completion and for construction to begin Summer 2021. He advised the

back portion of the property is unusable and will remain undeveloped (wetlands) and he will work with the Army Corps of Engineers on the sewer. The streetscape along Lewisville-Clemmons Road will include the fence Mr. Hendrix had put in originally. The plan currently indicates 18 more parking spaces than are required. Mr. Parr stated he is willing to give up those additional spaces to allow for additional green space. He addressed the Styers Ferry connector road and the realignment that was needed and the easements he provided in order for that road to be built in the future (it currently has low rankings on NCDOT project list and there is no timeframe for construction of the road).

There were no Opponents to speak.

There being nobody else wishing to speak, Mayor Wait closed the public hearing.

Tim Shaw (Hagen Engineering), Jay Clapp (Ramey Kemp Associates) and Jonathan Guy (Kimley-Horn and Associates) were available via Zoom if Council had any questions and all concurred with the recommendation for the project.

Planner Rahimzadeh advised Council of the concerns brought forth by the Planning Board which have been addressed. The two buildings facing Lewisville-Clemmons Road – the second and third floors will have sunrooms and patios will only be on the first floor of those two buildings (this has been added as a condition). He stated that NCDOT did not provide wider lips for U-turns due to the expense involved with utilities.

Mayor Wait acknowledged an email received from Sharon Haire and responded to by Stormwater Engineer Kimbrell.

Council Member Cameron made a motion to approve the voluntary annexation petition of Parr Investments for The Lake at Belmont (Ordinance 2020-A-01 attached hereto as Exhibit B and incorporated as a part of the minutes). The motion was seconded by Council Member Wrights and unanimously approved.

Council Member Rogers moved to adopt the consistency statement for the Zoning Map Amendment of Hendrix Commercial and Industrial Enterprise, Inc. from RS-40 to RM-18-S (Residential Multifamily – Special) addressed 1930 Lewisville Clemmons Road and described by the Forsyth County Tax Offices as PIN number 5884-81-0709 - property contains a total of 38.48 acres more or less (Zoning Docket C-237) – Ordinance 2020-11 (attached hereto as Exhibit C and incorporated as part of the minutes). The motion was seconded by Council Member Cameron and approved by a 4-1 vote with Council Member Barson voting in opposition and would like further discussion on the next agenda.

- B. *Budget Amendment 21-G-4 to Reallocate Funds for Additional Street Resurfacing* - Budget Amendment 21-G-4 to amend the budget for street resurfacing reallocation was presented.

Council Member Rogers made a motion to approve Budget Amendment 21-G-4 to amend the budget for street resurfacing reallocation (attached hereto as Exhibit D and incorporated as a part of the minutes). The motion was seconded by Council Member Barson and unanimously approved.

C. *Designation of Council Member to Serve as Voting Delegate for NCLM's Biennial Legislative and Policy Goals and Core Municipal Principals.*

Council Member Rogers made a motion to name Council Member Cameron as Voting Delegate for NCLM's Biennial Legislative and Policy Goals and Core Municipal Principals. The motion was seconded by Council Member Barson and unanimously approved.

D. *Adoption of the 2021 Meeting and Holiday Schedules.*

Council Member Cameron moved to approve the 2021 meeting and holiday schedules (attached hereto as Exhibit E and incorporated as a part of the minutes). The motion was seconded by Council Member Barson and unanimously approved.

E. *Virtual VOIP Presentation by Dale Graver of VC3* - (attached hereto as Exhibit F and incorporated as a part of the minutes)

Council consensus was to direct Staff to obtain additional proposals from different vendors for full-service VOIP for their review and consideration.

F. *Greenbrook CIP Decision* – removed from agenda.

Business – Review and Items for Future Action

G. *Manager's Report.*

1. *FCSO Report for November 2020* – report was presented.

Council consensus was to name Council Member Binkley and Mayor Wait to a subcommittee for discussions with the Forsyth County Sheriff's Office regarding the monthly reports that are generated in order to secure the desired information for Council.

2. *Executive Order 169 Discussion* – A discussion was held regarding the restrictions and guidelines by Governor Cooper in response to the COVID-19 pandemic and whether to continue in-person meetings or transition to remote meetings. Consideration will be given as to the meeting logistics depending on each meeting's agenda. Any Council or Staff member in the meetings can choose to participate via the means they are most comfortable.
3. *Nuisance Ordinance Discussion* – Manager Buffkin presented an amendment to the nuisance ordinance for Council's consideration at their next meeting.
4. *50/50 Private Property Cost-Share Program* – Manager Buffkin presented a draft of the 50/50 Private Property Cost-Share Program for Council's

consideration at their next meeting. Council Member Rogers suggested lowering the match amount to \$5,000 instead of \$10,000 in order to serve more people. Stormwater Engineer Kimbrell explained the reasoning behind the \$10,000 match (anything below \$10,000 can be approved by the manager without coming before Council).

5. *TAC Update* – Mayor Wait provided a TAC Update. He stated that any project that state funds have touched have been moved out a couple of years. They are on a path to fix this and get some funding back into the pipeline. The Lewisville-Clemmons Road corridor project has not been pushed. Council Member Rogers advised the Highway 158 project from Harper Road to Lewisville-Clemmons Road has been removed from the list due to cost of rights-of-way and utility relocation.

- H. *Attorney's Report* – Attorney Fus advised Council of the billboard appeal case that was heard on December 2, 2020 and there has not been a decision to date. He is currently working on the Highway 158 easements. Accordius Health will provide easements within the budgeted amount. He is also working with an appraiser on a property acquisition topic that has been discussed previously in closed session.

- I. *Planner's Report*.
 1. *Tree Ordinance Follow-up Discussion* – will be discussed at Council's next meeting.

- J. *Council Comments* – Council Member Barson asked to exchange contact information with Karla Garner to continue their discussion of on-street parking and yard waste collection containers.

- K. *Closed Session for Attorney-Client Privilege in accordance with NCGS 143-318.11(a)(3) and to Discuss Property Acquisition in Accordance with NCGS 143-318.11(a)(5)* - Council Member Barson moved to go into closed session for Attorney-Client Privilege in accordance with NCGS 143-318.11(a)(3) and to Discuss Property Acquisition in accordance with NCGS 143-318.11(a)(5) at 8:56 p.m. The motion was seconded by Council Member Cameron and unanimously approved.

At 10:03 p.m., Mayor Wait stated that by unanimous vote Council chose to reconvene the open session with no action taken.

Adjournment

Council Member Rogers moved to adjourn the meeting at 10:03 p.m. The motion was seconded by Council Member Barson and unanimously approved.

John Wait
Mayor

ATTEST:

Lisa Shortt, NCCMC
Village Clerk

Sec. ~~XX-XX~~. Village participation in drainage projects across private property.

The Village may participate in the correction of private storm drainage problems which occur on private property as follows:

(1) *Single owner problems.* Single owner private storm drainage problems may be addressed when the following conditions are met:

- a. Public Right-of-Way runoff must be carried.
- b. The property involved in the project must be zoned residential and must be improved with by one single-family residential dwelling unit. Examples of qualifying properties are single-family homes, and individual condominiums units or townhouses. Examples of non-qualifying properties are duplexes and apartment buildings or complexes.
- c. The property owner must have been issued a Village of Clemmons Stormwater Management Certificate of Occupancy for at least two years prior to the request for assistance.
- d. The Village Manager, or their designee, in their sole discretion, must determine that the drainage condition is an immediate threat to the structural integrity of the dwelling, causing flooding of the dwelling, causing severe erosion of the drainageway (factors considered may include size of drainageway, linear footage of erosion, slope of drainageway, frequency of erosion causing events and location of eroded area in relation to residences), denying or threatening to deny access to property that would be accessible but for the degradation of the drainageway, or impeding the flow of water due to fallen brush and vegetative debris. Flooding of poorly placed structures in low lying areas does not immediately qualify the applicant for this program.
- e. The action taken must significantly improve conditions described in subsection (1)d of this section.
- f. Minimum size pipe shall be 15-inch and a Village of Clemmons approved material.
- g. The total matched amount contributed by the Village of Clemmons shall be 50% of the total project cost, not to exceed \$5,000 per property.
- h. h. The proposed project, in the opinion of the Village Manager, or their designee, shall not be a threat to the downstream property.
- i. All storm drainage improvements constructed under this policy shall be deemed to be the property and responsibility of the private property owner, and such improvements shall not become part of the storm drainage system of the Village.
- j. After review and approval by the stormwater department, the request must be approved by the Village Council.
- k. The property owner, upon the project being approved by the Village Council, must pay to the Village, 50 percent of the estimated project cost, including clearing and grubbing, purchasing and installation of pipe, and dirt to cover the pipe, and enter into an agreement satisfactory to the Village attorney for the completion of the project, or, in lieu of such payment, must enter into an agreement satisfactory to the Village attorney, which shall be in the form of a note and deed of trust with an interest rate as provided by law for assessments, the payment schedule of which shall not exceed five years. Should any project exceed the amount that the Village will match, the property owner will be solely responsible for those additional costs.
- l. No action or inaction of the Village pursuant to this article shall impose upon the Village of Clemmons, its agents, officers, or employees, any responsibility or liability of any kind, past or future, relating to any person or property. The property owner shall agree to covenant to and hold the Village harmless from any death, personal injury, or property damage resulting from the work.

m. The property owner must sign a right of entry agreement form to allow access to the work area and a hold harmless agreement. The Village will be held harmless for any damages to private property as long as reasonable care is exercised.

(2) *Multiple owner problems.* Multiple owner problems may be addressed when the following conditions are met:

- a. Public Right-of-Way runoff must be carried.
- b. The properties involved in the project must all be zoned residential, at least 75 percent of the properties must be developed for residential uses and each dwelling unit must be individually deeded to a person. Examples of qualifying properties are single-family homes, condominium units, townhouses and property used as a common area for multiple property owners, though owned by a single entity, such as a home owner's association. Examples of non-qualifying properties are duplexes and apartment buildings or complexes.
- c. Each property must have been issued a Village of Clemmons Stormwater Management Certificate of Occupancy for at least two years prior to the request for assistance.
- d. The drainage condition must be judged by the Village Manager, or their designee, to involve flooding of a dwelling or dwellings, or must represent an immediate threat to the structural integrity of a dwelling, represent severe erosion of the drainageway (factors considered may include size of drainageway, linear footage of erosion, slope of drainageway, frequency of erosion causing events and location of eroded area in relation to residences), or impede the flow of water due to fallen brush and vegetative debris. Flooding of poorly placed structures in low lying areas does not immediately qualify the applicant for this program.
- e. The action taken must significantly improve conditions described in subsection (2)d of this section.
- f. Minimum size pipe shall be 15-inch and a Village of Clemmons approved material.
- g. The total matched amount contributed by the Village of Clemmons shall be 50% of the total project cost, not exceed to \$5,000 per property.
- h. The proposed project, in the opinion of the Village Manager, or their designee, shall not be a threat to the downstream property.
- i. After review and approval by the stormwater department, the request must be presented to the Village Council for its approval and determination that funds are available.
- j. If all owners of the properties involved request the improvement, payment of the owners' shares shall be made in the same manner as provided for payment by single property owners in subsection (1) of this section. In that event, all storm drainage improvements shall be deemed to be the property of and the responsibility of the private property owners and shall not become a part of the storm drainage system of the Village.
- k. If fewer than all of the owners of all properties involved in the project request the improvement, the Village Council may order down the project as an assessment project pursuant to the provisions of Private Laws of 1927, chapter 224. In such circumstances, the requesting property owners shall provide the Village with both construction and/or permanent easements in amounts sufficient for the project, in the opinion of the Village manager, and the costs of the project shall include the cost of acquisition or condemnation, if necessary, of similar easements across the property of non-requesting property owners. The cost of acquisition or condemnation shall be included in the project costs for purposes of proration between the Village and the property owners. The assessments in such cases shall be for 50 percent of the estimated project cost. Such assessment projects will only be undertaken where closed system storm drainage improvements are undertaken. In such cases, the permanent easement and all improvements included within the project shall be deemed to be the

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property and responsibility of the Village, such improvements shall become a part of the storm drainage system of the Village, and no private property owner shall have any interest therein.

(Ord. No. 4536, § 3, 10-24-05; Ord. No. 4552, § 1, 5-15-06; Ord. No. 4562, § 1, 10-23-06; Ord. No. 4589, § 1, 6-18-07)

VILLAGE OF CLEMMONS - DRAINAGE PROJECT AGREEMENT

THIS DRAINAGE PROJECT AGREEMENT (hereinafter, this "Agreement"), is entered into this ____ day of _____ 20__, by and between the **VILLAGE OF CLEMMONS**, a North Carolina municipal corporation (hereinafter, the "Village") and **[Property Owner(s)]**, (hereinafter, collectively, the "Homeowner"), who own(s) the property located at **[Street Address]**, **[City]**, NC 27**[XXX]** (PIN # **xxxx-xx-xxxx.000**). The Village's expenditure under this Agreement shall not exceed **[\$Village's 50% of total costs, or the maximum per project amount set forth by the private property cost share ordinances, whichever is less]**.

WITNESSETH:

WHEREAS, to further protect the Village's surface and ground waters, the Village has adopted Sec. **XX-XX** of the Village Code by which the Village has agreed to participate in drainage projects across private property;

WHEREAS, the Homeowner seeks the Village's assistance to repair a drainage condition that exists on the above referenced property;

WHEREAS, the Homeowner's property is zoned residential, and has been improved by a single-family residential dwelling;

WHEREAS, the Homeowner received its certificate of occupancy at least two years prior to the Homeowner's request for assistance;

WHEREAS, the Village Manager, or their designee, has determined that the drainage condition is an immediate threat to the structural integrity of the dwelling, causes flooding of the dwelling, causes severe erosion of the drainageway, or denies or threatens to deny access to property that would otherwise be accessible, but for the drainage condition, or impedes the flow of water, due to fallen brush and vegetative debris and is not a repair caused by improper structural placement in a low lying area;

WHEREAS, the Village Manager, or their designee, has determined that the action to be taken should substantially improve the conditions described above, that the action to be taken should not be a threat to the downstream property, that the minimum pipe size to be used shall be 15-inch and of material approved by current Village of Clemmons standards, and that the total costs, to be borne by the Village, of the intended improvements shall not exceed fifty percent (50%) of the cost of the project or \$5,000.00 per affected property, whichever is less;

WHEREAS, an estimate of the total project cost is attached as Exhibit A and is incorporated, herein, by reference;

WHEREAS, the estimated cost of the project is **[\$Total Project Cost]**; and

WHEREAS, fifty percent (50%) of **[\$Total Project Cost]** is approximately **[\$50% of Total]**; and

WHEREAS, **[\$50% of Total]** is less than \$5,000, and the Village's share shall, therefore, not exceed **[\$50% of Total]**; and

WHEREAS, the Homeowner has consented to pay the remaining **[\$50% of Total]**; and

WHEREAS, in response to the Homeowner's request and after reviewing the declarations of the Village Manager, or their designee, the Village of Clemmons Council has agreed to participate in the drainage project.

NOW, THEREFORE, in consideration of these recitals and the following terms, the sufficiency and adequacy of which are hereby acknowledged, and as evidenced by their signatures below, the Village and Homeowner agree as follows:

1. Prior to the beginning of the drainage project, the Homeowner shall pay the City \$[50% Share], which is fifty percent (50%) of the total estimated cost of the project, as set out in Exhibit A.

2. The Homeowner, hereby, grants to the Village and its employees and agents access to, on, and over the above-referenced property for the purpose of conducting the drainage project. Should access be required across an adjacent property, the Homeowner shall be responsible for obtaining the adjacent property owner's permission, in writing, to allow the Village and its employees and agents access to, on, and over the adjacent property for purposes of conducting the drainage project, and the Homeowner, hereby, agrees to indemnify and hold the Village and its employees and agents harmless from any death, personal injury, or property damage resulting from the Village's entry onto the adjoining properties.

3. Prior to beginning the drainage project, the Homeowner shall remove the fencing, trees, shrubs, bushes, other landscaping, retaining walls, decorative walls, or other impediments to the project, as necessary to perform the project. If the Homeowner is unable to remove these obstructions, the Village, or their agents, shall use reasonable care in doing so. However, the Homeowner, hereby, releases, indemnifies, and holds the Village and its officials, officers, employees, and agents harmless from and against any and all damages relating to any death, personal injury, or property damage resulting from the construction of the drainage system improvements or other work done on the property, including any damage done to the Homeowner's fencing, trees, shrubs, bushes, other landscaping, retaining walls, decorative walls, other impediments, lawn, driveway, and/or structures, whether caused by accident or by negligence, recklessness, or an intentional act, except to the extent that any such damages result from the intentional misconduct or gross recklessness of the Village's employees, or their agents. Furthermore, Homeowner, hereby, releases, indemnifies, and holds the Village and its officials, officers, employees, and agents harmless from and against any and all damages to Homeowner's property, occurring as a proximate result of the Village's entry onto Homeowner's property, where the Village has exercised reasonable care in accessing the property. Moreover, the Homeowner shall be responsible for replacing or reconstructing any obstructions removed. Should the Village cut down any tree, the Village shall leave the tree on the Homeowner's property, and, at the Homeowner's request, shall cut the same in 8- to 12-foot lengths. Homeowner specifically acknowledges that the Village's work on the property may undermine support to the structures located thereon. Homeowner hereby releases, indemnifies and holds harmless the Village, its employees and agents for, from, and against any damages occasioned thereby, except to the extent that any such damages result from the intentional misconduct or gross recklessness of the Village's employees, or their agents.

4. Upon completion of the drainage project, the Village, or their agents, shall dress, seed, and mulch all areas the Village, or their agents, has disturbed within the construction area, for the purposes of erosion control. Any special seeding or landscaping shall be the responsibility of the Homeowner. The Homeowner shall, thereafter, be responsible for watering, reseeding and maintaining the project area.

5. The Village's participation in the project imposes no responsibility or liability, of any kind, on the Village or its officials, officers, employees, or agents for damages (death, personal injury, or property damages) resulting from the construction work, except to the extent that any such damages are caused by the intentional misconduct or gross recklessness of the Village's employees, or their agents. The property owner agrees to release, indemnify, and hold the Village and its officials, officers, employees, and agents harmless from any death, personal injury, or property damage, resulting from the construction work, except to the extent that such damages arise from the intentional misconduct or gross recklessness of the Village's employees, or their agents.

6. In no way shall the Village's participation in the project and presence on the Homeowner's property be construed to be a taking or inverse condemnation of any kind and the Homeowner, hereby, waives and shall not demand compensation as a result of the Village's participation in the drainage project or presence on the Homeowner's property. Further, the drainage system on the Homeowner's property shall remain the property of the Homeowner before, during, and after the completion of the drainage project. The Village shall not have any responsibility to maintain or further repair the

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Homeowner's drainage system, once the drainage project has been completed. Determining if the project has been completed is within the sole discretion of the Village Manager, or their designee.

7. The Village does not make, and expressly denies, any express or implied warranty as to the design and construction of the drainage project.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this agreement, under seal, on the day and the year first above written.

HOMEOWNER:

_____(SEAL)
[Owner #1 Name]

I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that [Owner(s) Name] personally came before me this day and acknowledged that they are the Homeowner referred to above and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 20__.

Notary Public _____ My Commission Expires: __/__/__

(SEAL) _____
Print Name

VILLAGE OF CLEMMONS

(SEAL)

By: _____
Wesley Kimbrell
Village Stormwater Engineer

By: _____
Scott Buffkin
Village Manager

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

Approved as to form and legality.

This ____ day of _____, 20__.

This ____ day of _____, 20__.

Ann Stroud, Chief Finance Officer

Elliot Fus, Village Attorney



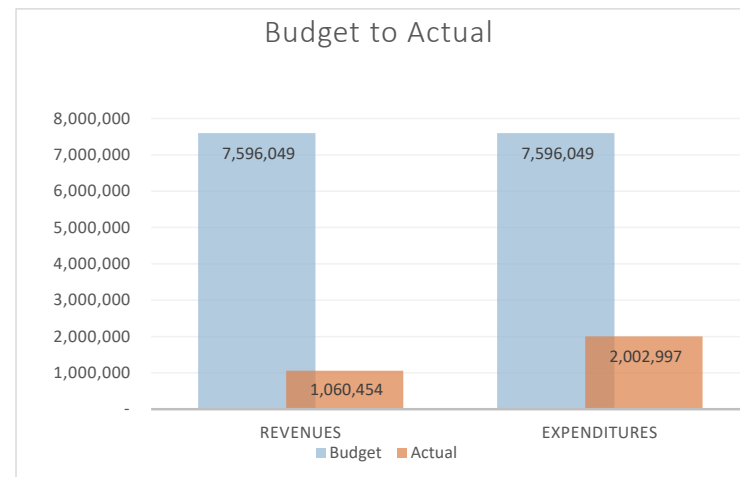
**VILLAGE OF CLEMMONS
FINANCIAL SUMMARY
FOR NOVEMBER 30, 2020**

GENERAL FUND						
	Original Budget	Revised Budget	Actual as of	%	Prior Year Actual	
	6/30/2021	6/30/2021	11/30/2020		11/30/2019	
REVENUES						
Ad Valorem Taxes	2,683,555	2,683,555	504,730	19%	411,821	
Other taxes and licenses	3,000	3,000	1,187	40%	707	
Unrestricted intergovernmental	2,224,300	2,224,300	273,737	12%	166,953	
Restricted intergovernmental	821,690	821,690	264,199	32%	479,974	
Permits and fees	22,325	22,325	11,160	50%	16,005	
Investment earnings	59,500	59,500	1,339	2%	59,710	
Sponsorships & donations	3,000	3,000	3,050	102%	3,050	
Other revenues	-	-	53	0%	-	
Subtotal	5,817,370	5,817,370	1,059,455	18%	1,138,220	
Developer Contribution	-	-	-		-	
Service-Other Governments	11,240	11,240	-		-	
Insurance Reimbursement	-	-	999		-	
Undesignated Fund Balance Appr	614,979	655,060	-		-	
Restricted fund balance appr.	1,041,531	1,112,379	-		-	
Total general fund revenues	7,485,120	7,596,049	1,060,454	14%	1,138,220	
EXPENDITURES						
						Encumbrances
Governing Body	78,010	78,010	21,534	-	27.6%	43,468
Administration	800,435	800,435	313,129	22,591	41.9%	294,395
Public Safety	1,628,620	1,628,620	412,644	1,210,182	99.6%	362,857
Public Works	2,576,830	2,591,711	1,035,047	739,313	68.5%	931,408
Powell Bill-Streets	1,526,535	1,597,383	82,752	1,267,281	84.5%	15,473
Planning & Zoning	492,405	517,605	98,757	11,833	21.4%	58,399
Clemmons Events & Marketing	131,785	131,785	24,299	91	18.5%	27,052
Park & Recreation	9,500	9,500	1,683	218	20.0%	3,446
Major repairs & renovations	27,000	27,000	-	-	0.0%	-
Capital Outlay	14,000	14,000	13,152	-	93.9%	182,865
Transfer to Capital Projects	200,000	200,000	-	-	0.0%	104,666
	7,485,120	7,596,049	2,002,997	3,251,509	69.2%	2,024,029
Revenue Over (Under) Expenditures			(942,543)			(885,809)

Encumbrances are contracts or purchases approved, but not paid.

CASH BALANCES AS OF NOVEMBER 30, 2020	
General Fund	8,954,942
Conorvirus Relief Fund	189,104
Hwy 158 Sidewalk	(25)
Stormwater Fund	1,623,566
Market Center Dr	142,314
	<u>10,909,901</u>

STORMWATER FUND					
	Budget	Actual As of	%	Prior Year Actual	
	6/30/2021	11/30/2020		11/30/2019	
REVENUES					
Storm Water Fee	798,975	207,727	26%	223,565	
Storm Water Permits	5,000	4,182	84%	2,066	
Interest	17,000	223	1%	13,580	
Sponsorships	1,000	500	50%	500	
Other revenue	-	-	0%	-	
Subtotal	821,975	212,632	26%	239,711	
Sale of Capital Assets	-	300	0%	-	
Services Other Governements	3,900	-	0%	-	
Appropriated fund balance	1,071,200	-	0%	-	
Total	1,897,075	212,932	11%	239,711	
EXPENSES					
					Enc.
Stormwater Operating Expense	511,085	177,539	38,696	42%	234,240
Capital Improvement & Capital	1,335,990	342,552	983,047	99%	220,434
Transfers to Capital Project	-	-	-	0%	-
	1,847,075	520,091	1,021,743	28%	454,674
Revenue Over(Under)Expenditures		(307,159)			(214,963)



FUND BALANCE	
Fund Balance as of June 30, 2020	9,858,917
Revenue over(under)expenditures	(942,543)
Fund Balance as of November 30, 2020	8,916,374



VILLAGE OF CLEMMONS
 FINANCIAL SUMMARY
 FOR NOVEMBER 30, 2020

BUDGET INFORMATION	
Beginning Budget	7,485,120
Amendments:	
20-G-1 re appropriate encumbrances	110,929
Revised Budget	<u>7,596,049</u>

SPECIAL REVENUE CONAVIRUS RELIEF FUND		
	Budget	Actual
Revenues		
Conavirus Relief Funds	221,664	221,664
Total	<u>221,664</u>	<u>221,664</u>
Public Health Expenditures	19,450	17,521
Compliance with COVID 19 Public Health	31,916	27,511
Transfers to General Fund	170,298	-
Total	<u>221,664</u>	<u>45,032</u>

Market Center Drive	Budget	Project to Date	
Grant NC Dept. of Commerce	269,340	269,340	
Developer Payment	9,200	9,200	
CMAQ GRANT	320,000	-	
Sales Tax Refund		531	
Transfers from General Fund	\$ 1,374,860	\$ 354,167	26%
Transfers from Stormwater	\$ 105,000	\$ 104,916	100%
Total Revenue	\$ 2,078,400	\$ 738,154	36%
Phase I			
Design	\$ 49,300	\$ 54,250	\$ - 110%
Stormdrainage	\$ 105,200	\$ 14,664	\$ - 14%
Road & Sidewalk Construction	\$ 764,994	\$ 305,306	\$ - 40%
Stamped Crosswalks	\$ 13,106	\$ 13,105	\$ - 100%
Backflow Preventor Upfit	\$ 48,000	\$ 47,850	\$ - 100%
Enhancements	\$ 43,000	\$ 37,581	\$ - 87%
Phase II			
Design	\$ 76,000	\$ 75,998	\$ - 100%
Storm drainage	\$ 26,000	\$ -	\$ - 0%
Sidewalk Phase II	\$ 454,000	\$ 16,342	\$ - 4%
Road Construction	\$ 453,800	\$ 9,425	\$ - 2%
Stamped Crosswalks	\$ -	\$ -	\$ -
Enhancements	\$ 45,000	\$ 26,206	\$ - 58%
Total Expenditures	\$ 2,078,400	\$ 600,727	\$ - 29%

SIDEWALK TO TANGLEWOOD ALONG 158			
Revenues	Budget	Project to Date	
STDP Grant	2,110,400	172,858	<u>8%</u>
Transfers from General Fund	1,569,100	68,657	<u>4%</u>
Total	3,679,500	241,515	7%
Expenditures			
Construction and Engineering	3,679,500	255,532	- 7%

Village of Clemmons**PAID CHECKS REPORT****11/1/2020 to 11/30/2020**

Check#	Paid To	Description	Check Date	Amount
21612	4S SIGN & SUPPLY, INC	Street Signs	11/5/2020	\$100.87
21613	C&K PROPERTIES, LLC	Rent Neudorf	11/5/2020	\$1,200.00
21614	CINTAS	Mat & Uniform Rental	11/5/2020	\$229.81
21615	JAN-PRO CLEANING SYSTEMS	Janitorial Service	11/5/2020	\$400.00
21616	Jeffrey M. Vaughn	Mileage Sept-Oct	11/5/2020	\$301.75
21617	Mark Mize	65 Loads Leaves	11/5/2020	\$1,840.00
21618	Safety-Kleen	Disposal of Used Oil Filters	11/5/2020	\$90.00
21619	Trident Insurance	Visible Claim TNT-0159047 Deductible	11/5/2020	\$240.00
21620	BB&T Financial, FSB	Purchase Card Transactions	11/9/2020	\$12,493.89
21621	ICMA	Manager Dues	11/9/2020	\$917.62
21622	KRG UTILITY INC	CCTV Services	11/9/2020	\$1,200.00
21623	RCJ Contracting, LLC	Springpath CIP Encumbrance Reappropriated	11/9/2020	\$35,000.00
21624	Time Warner Cable	Telephone & Internet	11/9/2020	\$979.85
21625	4S SIGN & SUPPLY, INC	Stop	11/13/2020	\$84.59
21626	American Screenprinting	Shirts	11/13/2020	\$1,565.45
21627	Blanco Tackabery & Matamoros, PA	Visible ZBOA Appeal	11/13/2020	\$4,660.00
21628	CINTAS	Medicine Cabinets	11/13/2020	\$159.11
21629	DUKE ENERGY	Utilities	11/13/2020	\$590.78
21630	Hartley, Jimmy D.	Required Cell Reimb	11/13/2020	\$87.00
21631	Piedmont Triad Computer Consulting, Inc.	Smart Solutions	11/13/2020	\$492.20
21632	Salisbury Newsmedia, LLC	PH Planning Board	11/13/2020	\$203.85
21633	Verizon	Cell phone	11/13/2020	\$561.76
21634	WEX Bank	Gas & Fuel	11/13/2020	\$2,960.37
21635	WM Corporate Services Inc.	Compactors & dumpsters Condos	11/13/2020	\$5,806.30
21636	YMCA of Northwest North Carolina	YMCA Membership Wellness	11/13/2020	\$254.50
21637	4S SIGN & SUPPLY, INC	Street Sign	11/23/2020	\$216.39
21638	AMERICAN HERITAGE LIFE INSURANCE COMPANY	Employee Paid Supplemental	11/23/2020	\$372.51
21639	AT&T	Telephone Deputy Office	11/23/2020	\$483.59
21640	Blue Cross and Blue Shield of North Carolina	Dec Health Insurance	11/23/2020	\$26,377.20
21641	CINTAS	Mat & Uniform Rental	11/23/2020	\$132.78

Village of Clemmons**PAID CHECKS REPORT****11/1/2020 to 11/30/2020**

Check#	Paid To	Description	Check Date	Amount
21642	DUKE ENERGY	Utilities Street Lights	11/23/2020	\$8,926.33
21643	Forsyth County	Sheriff's Contract 1st QTR	11/23/2020	\$398,730.00
21644	Hayzen's Productions LLC	Video Tree Lighting	11/23/2020	\$1,334.38
21645	KRG UTILITY INC	Jet/Vac Services Asbury Place clogged drain	11/23/2020	\$2,250.00
21646	LJB Inc.	Hydraulic Analysis Innisfail CT	11/23/2020	\$3,805.00
21647	Morris Business Solutions	Per Copy Village Hall & Stormwater	11/23/2020	\$204.16
21648	Municipal Insurance Trust	Dental Vision STD Life	11/23/2020	\$2,365.96
21649	North Carolina League of Municipalities	Ordinances Online	11/23/2020	\$495.00
21650	Parrish Tire Company	Replace Tire Street Sweeper	11/23/2020	\$571.32
21651	Safeguard Business Systems	W-2	11/23/2020	\$77.67
21652	Stone Auto Parts/ Traction	Filters	11/23/2020	\$258.13
21653	Triad Road Maintenance Company	Stripping Jesse Lane	11/23/2020	\$1,850.00
21654	WM Corporate Services, Inc	Residential Trash & Recycling	11/23/2020	\$84,475.78
21655	ALLIED ASSOCIATES, PA	Locate Electric Line	11/30/2020	\$100.00
21656	C&K PROPERTIES, LLC	Rent Neudorf	11/30/2020	\$1,200.00
21657	CINTAS	Mat rental	11/30/2020	\$18.06
21658	CITY OF WINSTON-SALEM	Marking Paint Public Address System for Training to Comply with CDC Guidelines	11/30/2020	\$175.56
21659	Clemmons Fire Department	Wash Bay	11/30/2020	\$660.92
21660	DREAMBUILT CONSTRUCTION, INC.	Fire Extinguisher Annual Inspection	11/30/2020	\$39,522.79
21661	INDUSTRIAL FIRE & SAFETY INC	Janitorial Service	11/30/2020	\$452.27
21662	JAN-PRO CLEANING SYSTEMS	191 Loads Leaves	11/30/2020	\$400.00
21663	Mark Mize	Child Support	11/30/2020	\$3,820.00
21664	NC Child Support	Utilities Natural Gas	11/30/2020	\$413.54
21665	Piedmont Natural Gas	Per Copy Charges	11/30/2020	\$102.53
21666	Robert J Young Company	Clemmons Property Tax Refund	11/30/2020	\$43.72
21667	ROYAL CUP INC	Office Supplies	11/30/2020	\$0.16
21668	Staples Credit Plan	Janitorial Service VH	11/30/2020	\$53.49
21669	Triad Cleaning Crew	TNT 0159047 Claim	11/30/2020	\$480.00
21670	Trident Insurance		11/30/2020	\$1,965.00

Village of Clemmons
PAID CHECKS REPORT
11/1/2020 to 11/30/2020

Check#	Paid To	Description	Check Date	Amount
		Total Checks:		\$654,753.94
		Total For GENERAL FUND		\$560,042.50
		Total For STORM WATER UTILITY		\$87,427.65
		Total For MARKET CENTER DRIVE		\$1,000.00
		Total For Special Revenue Conavirus Relief Fund		\$6,283.79
		GRAND TOTAL		\$654,753.94

Village of Clemmons		BB&T Purchase Card Transactions			
Vendor Name	Invoice Number	Invoice Amount	Invoice Description	Check #	Check Date
BB&T Financial, FSB	Ace 10.09.20	\$18.13	2 cycle oil	21620	11/9/2020
BB&T Financial, FSB	Amazon 10.14.20	\$47.44	UV Blocking glasses	21620	11/9/2020
BB&T Financial, FSB	Amazon 10.18.	\$70.49	Blue Light Blocking Glasses	21620	11/9/2020
BB&T Financial, FSB	Amazon 10.18.20	\$96.29	Car Cleaner	21620	11/9/2020
BB&T Financial, FSB	APWA 10.08.20	\$60.00	SW Virtual workshop	21620	11/9/2020
BB&T Financial, FSB	APWA 10.14.20	\$60.00	Stormwater Virtual Conferences	21620	11/9/2020
BB&T Financial, FSB	APWA 10.21.20	\$60.00	SW Virtual Workshop	21620	11/9/2020
BB&T Financial, FSB	APWA SW3	\$60.00	APWA Stormwater	21620	11/9/2020
BB&T Financial, FSB	APWA Sw5	\$60.00	APWA Stormwater	21620	11/9/2020
BB&T Financial, FSB	CanvaOCT	\$25.90	Canva Subscription monthly	21620	11/9/2020
BB&T Financial, FSB	Carolina Hydraulics 10.05.20	\$987.64	Rebuild Cylinder LV 31	21620	11/9/2020
BB&T Financial, FSB	Clemmons Lawnmower 10.08.20	\$82.23	Blower 1 Repair	21620	11/9/2020
BB&T Financial, FSB	ConstantContactOCFT	\$66.50	Constant Contact Subscription Monthly	21620	11/9/2020
BB&T Financial, FSB	Cross 10.05.20	\$82.31	LV32 Maintenance	21620	11/9/2020
BB&T Financial, FSB	Cross 10.23.20	\$10.75	JD524K maintenance	21620	11/9/2020
BB&T Financial, FSB	DavisTowing 10.14.20	\$250.00	Towing Car in Right of Way	21620	11/9/2020
BB&T Financial, FSB	DavisTowing102620	\$500.00	Towing cars in order to pave road	21620	11/9/2020
BB&T Financial, FSB	Facebook10.7	\$10.00	Facebook boost	21620	11/9/2020
BB&T Financial, FSB	Filtration 10.13.20	\$75.33	Filter	21620	11/9/2020
BB&T Financial, FSB	Forsyth Mower 09.28.20	\$53.49	Blower Maintenance	21620	11/9/2020
BB&T Financial, FSB	Forsyth Mower 09.29.20	\$53.50	Edger Blades	21620	11/9/2020
BB&T Financial, FSB	Hanesbrands	\$577.80	Masks	21620	11/9/2020
BB&T Financial, FSB	Home Depot 10.23.20	\$55.12	Supplies for camera system & wash bay upgrades	21620	11/9/2020
BB&T Financial, FSB	HomeTeam 10.1.20	\$54.40	Pest Control Village Hall	21620	11/9/2020
BB&T Financial, FSB	Horns 10.06.20	\$13.60	NC Inspection	21620	11/9/2020
BB&T Financial, FSB	Horns 10.20.20	\$40.80	NC Inspections	21620	11/9/2020
BB&T Financial, FSB	Horns Garage 09.28.20	\$43.60	NC Inspection	21620	11/9/2020
BB&T Financial, FSB	Hughes 09.28.20	\$4,574.30	Touchless facuets	21620	11/9/2020
BB&T Financial, FSB	James River 10.05.20	\$179.32	524K Maintenance	21620	11/9/2020
BB&T Financial, FSB	James River 10.13.20	\$206.65	JD524K Maintenance	21620	11/9/2020
BB&T Financial, FSB	LongLeaf 10.14.20	\$97.38	Manual Flora of the Carolinas	21620	11/9/2020
BB&T Financial, FSB	Lowes 10.01.20	\$42.76	Supplies	21620	11/9/2020

Village of Clemmons		BB&T Purchase Card Transactions			
Vendor Name	Invoice Number	Invoice Amount	Invoice Description	Check #	Check Date
BB&T Financial, FSB	Lowes 10.20.20	\$153.55	Bldg Maintenance	21620	11/9/2020
BB&T Financial, FSB	Lowes 10.23.20	\$219.40	Supplies for Camera system & Wash Bay upgrades	21620	11/9/2020
BB&T Financial, FSB	Michaels 9.30.20	\$13.67	Gift Bags Farmers Market	21620	11/9/2020
BB&T Financial, FSB	MockTire 9.28.20	\$573.39	4 tires & alignment SW 3	21620	11/9/2020
BB&T Financial, FSB	Napa 09.28.20	\$31.65	LV31 Maintenance	21620	11/9/2020
BB&T Financial, FSB	Napa 10.02.20	\$19.55	Shop Supplies	21620	11/9/2020
BB&T Financial, FSB	Napa 10.02.20 (2)	\$2.62	Shop Supplies	21620	11/9/2020
BB&T Financial, FSB	Napa 10.05.20	\$42.76	LV32 Maintenance	21620	11/9/2020
BB&T Financial, FSB	Napa 10.09.20	\$13.97	Shop Supplies	21620	11/9/2020
BB&T Financial, FSB	Napa 10.14.20	\$81.69	LV33 Maintenance	21620	11/9/2020
BB&T Financial, FSB	Napa 10.20.20	\$25.59	Shop Supplies	21620	11/9/2020
BB&T Financial, FSB	Napa 10.21.20	\$33.95	LV31 Maintenance	21620	11/9/2020
BB&T Financial, FSB	NCAGIO 10.6	\$5.13	NCAGIO Seminar	21620	11/9/2020
BB&T Financial, FSB	NCLM Cyber	\$48.26	Cyber Security	21620	11/9/2020
BB&T Financial, FSB	Newark 10.12.20	\$21.39	Supplies	21620	11/9/2020
BB&T Financial, FSB	Norfolk 10.02.20	\$26.64	Shop Supplies	21620	11/9/2020
BB&T Financial, FSB	Performance 10.06.20	\$52.42	Shop Supplies	21620	11/9/2020
BB&T Financial, FSB	Performance 10.06.20 (2)	\$27.43	LV32 Maintenance	21620	11/9/2020
BB&T Financial, FSB	Performance 10.09.20	\$39.59	Shop Supplies	21620	11/9/2020
BB&T Financial, FSB	Sams 10.01.20	\$72.59	VH Supplies	21620	11/9/2020
BB&T Financial, FSB	Sams 10.13.20	\$273.14	Supplies	21620	11/9/2020
BB&T Financial, FSB	Sink 10.19.20	\$386.29	GH2 Maintenance	21620	11/9/2020
BB&T Financial, FSB	SinkFarm 10.12.20	(\$107.00)	Return	21620	11/9/2020
BB&T Financial, FSB	Society of Surveyors 10.07.20	\$125.00	Seminar	21620	11/9/2020
BB&T Financial, FSB	Stamps10.20	\$19.20	Stamps.com	21620	11/9/2020
BB&T Financial, FSB	Staples 10.19.20	\$181.89	Printer for Jeff	21620	11/9/2020
BB&T Financial, FSB	Staples 10.19.20 (2)	\$74.89	Web Cam Ann	21620	11/9/2020
BB&T Financial, FSB	Surveyors 09.29.20	\$125.00	SWPiedmont Chapter Seminar	21620	11/9/2020
BB&T Financial, FSB	Tractor 10.02.20	\$14.71	Vac Maintenance	21620	11/9/2020
BB&T Financial, FSB	Tractor 10.20.20	\$7.48	Bldg Maintenance	21620	11/9/2020
BB&T Financial, FSB	TruckPro 09.29.20	\$120.61	LV31 Maintenance	21620	11/9/2020
BB&T Financial, FSB	TruckPro 10.05.20	\$131.28	LV32 Maintenance	21620	11/9/2020

Village of Clemmons		BB&T Purchase Card Transactions			
Vendor Name	Invoice Number	Invoice Amount	Invoice Description	Check #	Check Date
BB&T Financial, FSB	USPS 10.07.20	\$6.95	Certified Mail Receipt	21620	11/9/2020
BB&T Financial, FSB	USPS 10.08.20	\$4.10	Certified Mail	21620	11/9/2020
BB&T Financial, FSB	Verizon	\$470.77	2 Cell phones and screen protectors	21620	11/9/2020
BB&T Financial, FSB	Verizon10.19	\$470.77	Cell Phone to roll Village phones to	21620	11/9/2020
BB&T Financial, FSB	Walgreens 09.29.20	\$6.94	Shop Supplies	21620	11/9/2020
BB&T Financial, FSB	Walmart 10.14.20	\$45.91	Car Cleaning Supplies	21620	11/9/2020
BB&T Financial, FSB	Zoom 10.05.20	\$14.99	Monthly Fee	21620	11/9/2020
Total		\$12,493.89			