

**REGULAR MEETING OF  
THE VILLAGE OF CLEMMONS COUNCIL  
April 11, 2016**

The Village of Clemmons Council met on Monday, April 11, 2016, at 7 p.m. The meeting was held at the Village Hall, Clemmons, North Carolina. The following members were present: Mayor Nelson, Council Members Cameron, Combest, Farmer, Rogers and Wrights. Attorneys Warren and David Kasper were also present.

**Call to Order & Pledge of Allegiance**

Mayor Nelson called the meeting to order at 7 p.m. and led the Pledge of Allegiance.

Mayor Nelson expressed his condolences and requested a Moment of Silence to remember the family of Council Member Rogers' father, Harry B. Rogers, as he passed away April 9, 2016.

**Public Comments**

There were approximately 20 citizens in attendance. There was one individual signed in to speak.

-Michael Sheets, 2795 Park Oak Drive, Clemmons, NC – expressed concerns over serious issue of speeding along Knob Hill Drive stating posted speed limit is 25mph but vehicles traveling along that stretch of road are typically driving in excess of 40mph and would like someone to look into further.

**Approval of the Minutes**

Council Member Farmer moved to approve the minutes of the March 28, 2016 regular meeting as presented. The motion was seconded by Council Member Rogers and unanimously approved.

Council Member Cameron moved to approve the minutes of the April 4, 2016 special meeting (retreat) as presented. The motion was seconded by Council Member Wrights and unanimously approved.

Council Member Cameron commented that following the Retreat, there was a letter written to the Editor stating that the Phase I Overlay on Lewisville-Clemmons Road was placed on hold and she wanted to point out that was incorrect that Phase I is moving forward.

**Approval of the Agenda**

Council Member Rogers moved to approve the agenda as presented. The motion was seconded by Council Member Farmer and unanimously approved.

**Announcements**

Manager Kirby made the following announcements:

- Due to recent knee surgery, Manager Kirby will be on a limited work schedule for the next two weeks.
- On Wednesday, June 8, 2016 will be Town Hall Day and any Council Members choosing to attend must register by the first week in May.
- The advertisement for Citizen Boards will be placed in the Clemmons Courier

- next week.
- The next Council meeting will start at 5:00 p.m. beginning with the Budget Workshop.
  - Wanda Davidson, Administrative Support Specialist – Public Works, has announced her retirement effective July 1, 2016.
  - Manager Kirby's 12<sup>th</sup> grandchild, 10 lb. 4 oz. granddaughter Naomi, was born on April 10, 2016.

### Business

- A. Consideration of Audit Contract - Manager Kirby presented the Audit Contract from Cannon & Company, LLC in the amount of \$13,900 (attached hereto as Exhibit A and incorporated as a part of the minutes)

Council Member Rogers moved to approve the Audit Contract as presented. The motion was seconded by Council Member Cameron and unanimously approved.

B. Public Hearings

1. Voluntary Annexation of Peacehaven Development LLC and William Alexander. The property is located at the northwest corner of Peace Haven Road and Harper Road and is approximately 3.432 acres in size.

Mayor Nelson declared the public hearing open. There was one Proponent signed up to speak:

-Hollis Boardman, 8065 Glengarriff Road, Clemmons, NC – withdrew name.

There being no one else wishing to speak, Mayor Nelson closed the public hearing.

Council Member Cameron made a motion to approve the voluntary annexation petition of Peacehaven Development LLC and William Alexander (Ordinance 2016-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.

2. Zoning Map Amendment for William Alexander, Larry Jarvis and Peacehaven Development LLC (Concord Crossing) located on 3.432 acres at 1179 S. Peace Haven Road and 2905 Harper Road (Zoning Docket C-212) - Planner Ledbetter explained the zoning request and reviewed the site plan stating that there had been a few iterations of site plans submitted. She advised that this would be a 25 lot development and the petitioner has reluctantly agreed to add a gated connection which will be locked with a Knox box. The petitioner is requesting to rezone from RS-40 to RM-5-S (residential building, single family residential and residential building, townhomes) as described from the point beginning; Commencing from an Existing Nail in the northern right-of-way of Peacehaven Road and being a common corner of Peacehaven Development, LLC (Deed Book 2541, Page 2488) and GAHC3 Clemmons NC ALF, LLC (Deed Book 3238, Pg. 1481) and said Nail having North Carolina Grid Coordinates of Northing: 836,899.3724 feet, Easting: 1,587,998.8998 feet N 05°23'59" W,

292.17 feet to an Existing Iron Pipe (1") being a common corner of Peacehaven Development, LLC (Deed Book 2541, Page 2488) and GAHC3 Clemmons NC ALF, LLC (Deed Book 3238, Pg. 1481) and being the POINT OF BEGINNING: THENCE with the Village of Clemmons Jurisdiction line N 83°32'58" W, 216.57 feet to an Existing Iron Pipe (3/4") being a common corner of Peacehaven Development, LLC (Deed Book 2541, Page 2488) and Larry B. Jarvis (Deed Book 2990, Page 3644) and William E. Alexander (Deed Book 2005, Page 4345); THENCE continuing with the Village of Clemmons Jurisdiction line and the common line of Larry B. Jarvis (Deed Book 2990, Page 3644) and William E. Alexander (Deed Book 2005, Page 4345) N 86°40'31" W (passing an Existing 1" Pipe at 199.74 feet) a total distance of 377.47 feet to an Iron Rebar Set (5/8") in the eastern right-of-way of Harper Road; THENCE with the right-of-way of Harper Road N 25°35'28" W, 126.44 feet to an Existing Iron Rebar (5/8") being the southwest corner of Choong H. and OK M. Pyon (Deed Book 2681, Page 3537); THENCE with the common line of Choong H. and OK M. Pyon (Deed Book 2681, Page 3537) S 89°22'34" E, 222.03 feet to an Existing Iron Pipe (3/4") being a common corner of Choong H. and OK M. Pyon (Deed Book 2681, Page 3537) and Harry Edward Picciuto and Megan Rene Clemmons (Deed Book 3227, Page 1110); THENCE with the common line of Harry Edward Picciuto and Megan Rene Clemmons (Deed Book 3227, Page 1110) the following three (3) courses and distances: (1) S 86°41'45" E, 223.36 feet to an Iron Rebar Set (5/8"); (2) N 06°24'47" E, 59.80 feet to an Iron Rebar Set (5/8") at disturbed 5/8" Pipe; (3) N 02°34'54" E, 50.22 feet to an Existing Iron Bar (1") being the common corner of Harry Edward Picciuto and Megan Rene Clemmons (Deed Book 3227, Page 1110) and Jamil Ryan Spillman (Deed Book 1135, Page 1158); THENCE with the common line of Jamil Ryan Spillman (Deed Book 1135, Page 1158) and Sunil E. and Arshi Paul (Deed Book 1858, Page 2712) N 02°34'42" E, 225.45 feet to an Existing Iron Pipe (1") being the common corner of Sunil E. and Arshi Paul (Deed Book 1858, Page 2712) and Patricia A. Kruth and David A. Liner Revocable Trust (Deed Book 3148, Page 2512); THENCE with the common line of David A. Liner Revocable Trust (Deed Book 3148, Page 2512) S 84°26'42" E, 229.53 feet to an Existing Iron Pipe (3/4") being a common corner of David A. Liner Revocable Trust (Deed Book 3148, Page 2512) and GAHC3 Clemmons NC ALF, LLC (Deed Book 3238, Pg. 1481); THENCE with the common line of David A. Liner Revocable Trust (Deed Book 3148, Page 2512) S 05°43'39" W, 459.87 feet to the POINT AND PLACE OF BEGINNING. Planner Ledbetter stated this property contains 149,507 Square Feet or 3.432 Acres more or less. Planner Ledbetter stated the Petitioner is seeking a zoning map amendment for a townhome development with 25 attached units and one single-family residence. She presented the staff report to the Board. Planning Board unanimously recommended with the modification of connecting to the stub to the east as an access drive. The petitioner and Staff agreed to a "gate" with a knox box (attached hereto as Exhibit C and incorporated as part of the minutes).

Council Member Rogers asked if the connection stub street would be deeded property. Planner Ledbetter advised yes it would be platted and recorded to the property line.

Mayor Nelson opened the public hearing. There were three Proponents signed up to speak:

-Steve Causey, 4720 Kester Mill Road, Winston-Salem, NC – provided an overview of the site plan and available to answer any questions. Council Member Rogers asked if the access easement would be paved. Mr. Causey advised yes.

-Hollis Boardman, 8065 Glengarriff Road, Clemmons, NC – stated it was not their preference to have the inner-connectivity but they are in acceptance of the requirement. He asked that the Village not require curb and gutter for the connector stub street as they have already lost one unit from the inner-connectivity requirement. He advised the street is approximately 200 feet in length.

-Bob Steenson, 1165 Peace Haven Road, Clemmons, NC (4901 Waters Edge Drive, Raleigh, NC) – stated this is a good addition to the neighborhood and would prefer no connection but is accepting of the proposal made for safety access. He requested the gate be locked and reasonably attractive as in residential setting.

There were no Opponents signed up to speak.

There being no one else wishing to speak, Mayor Nelson closed the public hearing.

Discussion ensued regarding the connector street. Public Works Director/Village Engineer advised that it is not necessary for a private drive to have curb and gutter. The impervious area could be ribbon pavement with a ditch/swell and the pre-developed rates would have to be maintained. Manager Kirby advised that a minimum width of 24 feet is necessary for the aerial firetruck to be able to set up. Mr. Causey stated they could build a 24 foot wide road but the buildings would be two-story and did not know that it would be necessary to have an aerial truck to respond and the road would be rarely used. He expressed his thoughts that a 20 foot wide road would be more than adequate. Council Member Cameron stated this is purely a safety issue and commended both sides for coming together to work toward a resolution adding the road needs to be 24 feet wide. Attorney Kasper advised that there would need to be concurrence of the property owner in order to establish a verbal condition. After further discussion and consensus by the petitioner, it was verbally agreed upon by all parties that a 20 foot wide ribbon-paved road with 24 inches of stone on each side (10 inches deep) would be constructed.

Council Member Cameron made a motion to adopt the statement of conformity to approve Zoning Map Amendment for William Alexander, Larry Jarvis and Peacehaven Development LLC (Concord Crossing) - Zoning Docket C-212 with an additional condition to include a 20 foot wide ribbon-paved road with 24 inches of stone on each side (10 inches deep) be constructed. The motion was seconded by Council Member Farmer and unanimously approved.

3. *Zoning Map Amendment for Hubbard Commercial and Lew-Clem 2551, LLC (Chick-fil-a) located at 2551 Lewisville-Clemmons Road (Zoning Docket C-*

213) - Planner Ledbetter explained the zoning request and reviewed the site plan. The petitioner is requesting to rezone from HB-S(recreational services, indoor, restaurant (w/o drive-through service), restaurant (w/ drive-through service), office, miscellaneous, professional office, banking and financial services, services, business A, services business B, services, personal, building contractors, general, building contractors, heavy, ABC store, building material supply, convenience store, food or drug store, furniture and home furnishing store, general merchandise store, hardware store, nursery, lawn, and garden supply store, retail, and retail store, specialty or miscellaneous) to HB-S (recreational services, indoor, restaurant (w/o drive-through service), restaurant (w/ drive-through service), office, miscellaneous, professional office, banking and financial services, services, business A, services business B, services, personal, building contractors, general, building contractors, heavy, ABC store, building material supply, convenience store, food or drug store, furniture and home furnishing store, general merchandise store, hardware store, nursery, lawn, and garden supply store, retail, and retail store, specialty or miscellaneous); Being all that tract of land or parcel of land lying and being in Clemmons Township, Forsyth County, North Carolina and being more particularly described as follows; Commencing from the intersection of the southern right-of-way of Stadium Drive. (Variable R/W) and the eastern right-of-way of Lewisville-Clemmons Road (Variable R/W); thence with said right-of-way of Lewisville Clemmons Road. S 09°46'00" E a distance of 427.28' to a nail found, said pin being The True Point of Beginning; thence leaving said right-of-way with a curve turning to the right with an arc length of 33.52', with a radius of 29.17', with a chord bearing of N 51°39'13" E, with a chord length of 31.71' to a point; thence N 84° 33' 01" E a distance of 126.57' to a point; thence with a curve turning to the right with an arc length of 30.63' with a radius of 20.75', with a chord bearing of S 52° 49' 23" E, with a chord length of 27.92' to a drill hole; thence S 08° 29' 09 E a distance of 109.47' to a point; thence S 08° 29' 09" E a distance of 127.50' to a point; thence 88° 37' 52" W a distance of 179.37' to a point along the eastern right-of-way of Lewisville-Clemmons Road. (Variable R/W); thence with said right-of-way the following calls: N 04° 10' 57"W a distance of 8.65' to a point; thence N 07° 15' 57" W a distance of 8.65' to a point; thence N 07° 15' 57" W a distance of 95.55' to a ½" rebar found; thence N 07° 16' 00" W a distance of 105.58' to a point; thence N 09° 45' 22" W a distance of 15.92' to a nail found, said nail being the true point of beginning, said parcel having an area of 43473.20 square feet. Planner Ledbetter stated the Petitioner is seeking a zoning map amendment for a 4,730 square foot drive-through restaurant. She advised this will be single-access with dual-lane stacking. She stated a condition was added that was agreed upon by the property owner, developer and Village of Clemmons that the developer install three landscaped medians in the immediate vicinity to coordinate with Phase 2 of the Overlay Plan. It is understood that this will not reduce the existing number of parking spaces in the center or materially affect traffic flow and if this is an issue, the condition can be removed. Planning Board unanimously recommended approval and that is Staff's recommendation as well (attached hereto as Exhibit D and incorporated as part of the minutes).

- Mayor Nelson opened the public hearing. There was one Proponent signed up to speak:
  - Gary Rouse, GBC Design Inc., 565 White Pond Drive, Akron, OH – stated he is with the design team for Chick-fil-a and was available to answer any questions Council may have.

There were no Opponents signed up to speak.

Council Member Cameron asked what took them so long to get here. There being no one else wishing to speak, Mayor Nelson closed the public hearing.

Council Member Farmer made a motion to adopt the statement of conformity to approve Zoning Map Amendment for Hubbard Commercial and Lew-Clem 2551, LLC (Chick-fil-a) - Zoning Docket C-213. The motion was seconded by Council Member Rogers and unanimously approved.

4. *Zoning Map Amendment for Wake Forest University Health Sciences (Summit Medical Surgical Center) located at the Southwest corner of Kinnamon Road and Peace Haven Road (Zoning Docket C-214) - Planner Ledbetter explained the zoning request and reviewed the site plan. The petitioner is requesting to rezone from PB-S (arts crafts studio, food or drug store, furniture and home furnishing store, general merchandising store, restaurant (without drive-through services), retail store (specialty or miscellaneous), banking and financial services, funeral home, health services (misc.), medical or dental laboratory, medical surgical offices, office (misc.) professional office, services(personal), recreation services (indoor), theater (indoor) and museum or art gallery) to PB-S (arts crafts studio, food or drug store, furniture and home furnishing store, general merchandising store, restaurant (without drive-through services), retail store (specialty or miscellaneous), banking and financial services, funeral home, health services (misc.), medical or dental laboratory, medical surgical offices, office (misc.) professional office, services (personal), recreation services (indoor), theater (indoor) and museum or art gallery); Beginning at an existing iron pipe in the southern R/W of South Peace Haven Road, corner to Lot 2 as shown in Plat Book 50 Page 109, said iron having NC Grid Coordinates (US Feet, NAD 83, of N 837042.78, E 1590384.82), running thence with the R/W of said road N 50 deg 21 min 45 sec E 39.45' to an existing iron pipe, N 48 deg 40 min 49 sec E 78.53' to an existing iron pipe, N 48 deg 12 min 36 sec E 94.46' to a new iron pipe, N 48 deg 23 min 45 sec E 79.91' to a new iron pipe, and N 50 deg 09 min 31 sec E 28.18' to a new iron pipe, thence leaving the R/W of South Peace Haven Road and running with the R/W of Bay Meadows Ct. and Kinnamon Road S 84 deg 50 min 29 sec E 42.43' to a new iron pipe, S 39 deg 50 min 29 sec E 92.65' to a new iron pipe, on a curve to the right having a radius of 195.00' a chord bearing and distance of S 21 deg 24 min 50 sec E 123.28' to a new iron pipe, on a curve to the right having a radius of 30.00' a chord bearing and distance of S 24 deg 07 min 16 sec W 27.34' to a new iron pipe, on a curve to the left having a radius of 70.00' a chord bearing a distance of S 36 deg 35 min 38 sec W 35.37', on a curve to the right having a radius of 30.00' a chord bearing and distance of S 48 deg 31 min 28*

sec W 26.83', S 75 deg 05 min 22 sec W 26.88' to a new iron pipe, and on a curve to the right having a radius of 195.00' a chord bearing and distance of S 83 deg 47 min 47 sec W 58.79', thence crossing the existing R/W of Kinnamon Road on a curve to the left having a radius of 75.00' a chord bearing and distance of S 53 deg 54 min 40 sec W 93.39' to a new iron pipe in the northern line of Clemmons Medical Park, LLC (aka Forsyth County Tax PIN 5893-07-3446), running thence N 84 deg 51 min 30 sec W 84.82' to a new iron pipe, running thence N 42 deg 31 min 37 sec W 113.18' to a new iron pipe in the R/W of Peace Haven Road, running thence therewith N 46 deg 55 min 14 sec E 37.01' to the point and place of beginning, containing 1.777 acres, more or less, and being all of Lot 2 of Plat Book 50 Page 109 together with a portion of the current or former R/W of Kinnamon Road. Planner Ledbetter stated the Petitioner is seeking a zoning map amendment for a 12,500 medical surgery center. She advised that meetings were held to discuss conditions and it was agreed upon by the property owner that the developer shall install a type III barricade at the right-in at Peace Haven Road to inhibit construction to use the access at this location and that the property owner shall remove the driveway and right in on Peace Haven Road. The road section shall be designated to be consistent with the current cross section on the southern portion of Peace Haven Road. Planning Board unanimously recommended approval and that is Staff's recommendation as well (attached hereto as Exhibit E and incorporated as part of the minutes).

Mayor Nelson opened the public hearing. There was one Proponent signed up to speak:

-Luke Dickey, Stimmel & Associates, 601 N. Trade Street, Winston-Salem, NC – stated he was available to answer any questions Council may have.

There were no Opponents signed up to speak.

There being no one else wishing to speak, Mayor Nelson closed the public hearing. Council Member Cameron commended the Staff for their foresight years ago in regards to accessibility in this area.

Council Member Wrights made a motion to adopt the statement of conformity to approve Zoning Map Amendment for Wake Forest University Health Sciences (Summit Medical Surgical Center) - Zoning Docket C-214. The motion was seconded by Council Member Cameron and unanimously approved.

C. Attorney's Report

Attorney Warren Kasper advised that he will review the Personnel Policy in regards to HB2.

Attorney Kasper advised that Manager Kirby had met with Novant and was able to secure the signed contract for Village Point Drive which now included the required e-Verify and Iran Divestment language. He also stated that the NCDOT Agreement was revised to provide for quarterly reimbursement to the Village. Council Member Farmer confirmed with Attorney Kasper that reimbursement

from NCDOT was quarterly and one time from Novant.

Council Member Cameron made a motion to approve the NCDOT Supplemental Agreement (TIP #U-5551). The motion was seconded by Council Member Rogers and unanimously approved.

Council Member Rogers made a motion to approve the Novant Contract for Reimbursement of Costs Related to Village Point. The motion was seconded by Council Member Cameron and unanimously approved.

Mayor Nelson commended Staff on their expeditious work in getting the language included and revisions made to the contract and agreement.

D. Planner's Report – nothing to report.

E. Marketing/Communications Director's Report

1. Budget Amendment 16-G-7 for DiscoverClemmons.com SEO and Wine Festival and Tournament Package Marketing – Marketing/Communications Director Ford presented Budget Amendment 16-G-7 for DiscoverClemmons.com SEO and Wine Festival and Tournament Package Marketing in the amount of \$8300.00 (attached hereto as Exhibit F and incorporated as a part of the minutes.)

Council Member Farmer made a motion to approve Budget Amendment 16-G-7 for DiscoverClemmons.com SEO and Wine Festival and Tournament Package Marketing in the amount of \$8300.00. The motion was seconded by Council Member Combest and unanimously approved.

2. Arts Council Summer Parks Series – Marketing/Communications Director Ford advised the first of the Arts Council Summer Parks Series at Tanglewood is Sunday, April 17, 2016 at 4:00 p.m. featuring a Shakespeare Festival.

3. Pedal and Metal Fest – May 21 – update was provided.

4. Clemmons Community Day – May 7 – update was provided.

Marketing/Communications Director Ford also advised that the next Coffee with a Cop will be held on Monday, April 18, 2016 from 11:30 a.m. – 1:00 p.m. at Biscuitville. She also stated that Tanglewood Farmer's Market will open on Saturday, May 7, 2016 and the first Movie Night in the Village will be held on Friday, June 3, 2016.

F. Manager's Report

Manager Kirby thanked Mike Gunnell and Megan Ledbetter for filling in for him while he has been out on medical leave.

1. Emergency Management – Manager Kirby advised due to three members of Council having been newly elected, he will coordinate with Mike

Gunnell and Steve Gearren to see if there is any grants for holding a tabletop session for an exercise response plan to be held at Village Hall.

2. *Questions from the Manager* – Manager Kirby advised this topic was originally placed on the Retreat Agenda in case there were any questions from Council at the end of Retreat.

G. Council Comments

Council Member Combest stated it was worth emphasizing the work of the Manager and Staff to restructure the Village Point Drive agreement and that it was completed in such a way that it achieved a 10% safety buffer for any possible overruns.

Mayor Nelson followed up on the dog attack that was mentioned at the previous meeting by a citizen and directed Staff to invite a representative from Forsyth County Animal Control to speak at an upcoming meeting.

Council Member Farmer spoke to the serious issue of speeding in the Knob Hill Drive area.

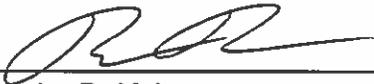
Manager Kirby advised that he had just received word that the County Commissioners had approved the library site at their meeting.

- H. Closed Session for Discussion Under Attorney-Client Privilege in accordance with NCGS 143-318.11(a)(3) - Council Member Cameron moved to go into closed session for discussion under attorney-client privilege in accordance with NCGS 143-18.11(a)(3) at 8:16 p.m. The motion was seconded by Council Member Wrights and unanimously approved.

At 9:50 p.m., Mayor Pro Tem Combest stated that by unanimous vote Council chose to reconvene the open session. No action was taken.

Adjournment

Council Member Farmer moved to adjourn the meeting at 9:50 p.m. The motion was seconded by Council Member Cameron and unanimously approved.

  
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Nickolas B. Nelson  
Mayor

ATTEST:

  
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Lisa Shortt, Village Clerk

CONTRACT TO AUDIT ACCOUNTS

Of Village of Clemmons  
Primary Governmental Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 5th day of April, 2016,

Auditor: Cannon and Company, LLP Auditor Mailing Address: 2160 Country Club Road

Winston-Salem, NC 27104

Hereinafter referred to as The Auditor

and The Council (Governing Board(s)) of Village of Clemmons  
 (Primary Government)

and N/A: hereinafter referred to as the Governmental Unit(s), agree as follows:  
 (Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2015, and ending June 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or audit documentation are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).  
  
 County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Uniform Guidance for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.
3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

*Auditing Standards.* The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.**

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: Fees listed on signature pages.)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

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Governmental Unit

N/A

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Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed prior to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #24 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.

See engagement letter.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
24. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

***SIGNATURE PAGES FOLLOW***

Contract to Audit Accounts (cont.) Village of Clemmons  
 Governmental Unit N/A  
 Discretely Presented Component Units (DPCU) if applicable

Village of Clemmons - FEES  
 Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] N/A  
 Audit \$12,650

Preparation of the annual financial Statements \$1,250  
 Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.  
 The 75% cap for interim invoice approval for this audit contract is \$ \$10,425  
 \*\* NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.  
 Audit Firm Signature:  
Cannon and Company, LLP  
 Name of Audit Firm  
 By Richard J. Tamer  
 Authorized Audit firm representative name: Type or print  
Richard J. Tamer  
 Signature of authorized audit firm representative  
 Date 4/5/16  
rtamer@cannon.pro  
 Email Address of Audit Firm

Governmental Unit Signatures:  
Village of Clemmons  
 Name of Primary Government  
 By Nickolas Nelson, Mayor  
 Mayor / Chairperson: Type or print name and title  
Nickolas Nelson  
 Signature of Mayor/Chairperson of governing board  
 Date 4/14/16

By N/A  
 Chair of Audit Committee - Type or print name  
 Signature of Audit Committee Chairperson \*\*  
 Date  
 \*\* If Governmental Unit has no audit committee, mark this section "N/A"

Village of Clemmons  
 PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)  
 This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.  
 By Ann Stroud  
 Primary Governmental Unit Finance Officer:  
 Type or print name  
Ann Stroud  
 Primary Government Finance Officer Signature  
 Date 4-11-16  
 (Pre-audit Certificate must be dated.)  
astroud@clemmons.org  
 Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)  
4-11-16

Contract to Audit Accounts (cont.) Village of Clemmons  
 Governmental Unit \_\_\_\_\_  
 \_\_\_\_\_ N/A \_\_\_\_\_  
 Discretely Presented Component Units (DPCU) if applicable

**\*\* This page to only be completed by Discretely Presented Component Units \*\***

N/A FEES  
 Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] \_\_\_\_\_

Audit \_\_\_\_\_

Preparation of the annual financial Statements \_\_\_\_\_

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ \_\_\_\_\_

**\*\* NA if there is to be no interim billing**

*Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.*

DPCU Governmental Unit Signatures:

N/A  
 Name of Discretely Presented Component Unit \_\_\_\_\_

By \_\_\_\_\_  
 DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
 Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson \_\_\_\_\_

Date \_\_\_\_\_

**\*\* If Governmental Unit has no audit committee, mark this section "N/A"**

N/A  
**PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)**

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By \_\_\_\_\_  
**DPCU Finance Officer:**  
 Type or print name

\_\_\_\_\_  
**DPCU Finance Officer Signature**

Date \_\_\_\_\_  
*(Pre-audit Certificate must be dated.)*

\_\_\_\_\_  
**Email Address of Finance Officer**

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

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Governmental Unit

N/A

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Discretely Presented Component Units (DPCU) if applicable**Steps to Completing the Audit Contract**

1. Complete the Header Information – NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government's audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slgl/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – NEW: Please note that the fee section has been moved to the signature pages, Pages 5 & 6.
6. Item No. 16 – If there is a reference to an engagement letter or other document (ex: Addendum), has the engagement letter or other document been acknowledged by the Governmental Unit and attached to the contract submitted to the SLGFD?
  - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *"In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control."*
  - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the signature pages, please note:
  - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slgl/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees.  
Please call or email Steven Holmberg of our office at 919-807-2394 [steven.holmberg@nctreasurer.com](mailto:steven.holmberg@nctreasurer.com) if you have any questions about the fees on this list.
  - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
  - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Send the page(s) that are applicable to your Unit of Government. Make sure all signatures have been obtained, and properly dated. **The contract must be approved by Governing Boards pursuant to G.S. 159-34(a).** NEW - If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU **must also sign** the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.
  9. Please place the date the Unit's Governing Board and the DPCU's governing Board (if applicable) approved the audit contract in the space provided.
    - a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
    - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
    - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
  10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the applicable signature page(s) of the contract.
  11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
  12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF file. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer's web site – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
  13. NEW: If an audit is unable to be completed by the due date, an Amended Contract should be completed and signed by the unit and auditor, using the new "Amended LGC-205" form (Rev. 2015). The written explanation for the delay is now included on the contract itself to complete, and must be signed by the original parties to the contract.

**Ordinance Number 2016-A-01****AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE  
VILLAGE OF CLEMMONS, NORTH CAROLINA**

WHEREAS, the Village Council has been petitioned under N.C.G.S. 160A-31 to annex the area described below; and

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

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Village Hall at 7 p.m. on April 11, 2016, after due notice by publication on March 31, 2016 and April 7, 2016; and

WHEREAS, the Village Council finds that the petition meets the requirements of N.C.G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Clemmons, North Carolina that:

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, the following described territory is hereby annexed and made part of the Village of Clemmons as of April 11, 2016:

Commencing from an Existing Nail in the northern right-of-way of Peacehaven Road and being a common corner of Peacehaven Development, LLC (Deed Book 2541, Page 2488) and GAHC3 Clemmons NC ALF, LLC (Deed Book 3238, Pg. 1481) and said Nail having North Carolina Grid Coordinates of Northing: 836,899.3724 feet, Easting: 1,587,998.8998 feet N 05°23'59" W, 292.17 feet to an Existing Iron Pipe (1") being a common corner of Peacehaven Development, LLC (Deed Book 2541, Page 2488) and GAHC3 Clemmons NC ALF, LLC (Deed Book 3238, Pg. 1481) and being the POINT OF BEGINNING: THENCE with the Village of Clemmons Jurisdiction line N 83°32'58" W, 216.57 feet to an Existing Iron Pipe (3/4") being a common corner of Peacehaven Development, LLC (Deed Book 2541, Page 2488) and Larry B. Jarvis (Deed Book 2990, Page 3644) and William E. Alexander (Deed Book 2005, Page 4345); THENCE continuing with the Village of Clemmons Jurisdiction line and the common line of Larry B. Jarvis (Deed Book 2990, Page 3644) and William E. Alexander (Deed Book 2005, Page 4345) N 86°40'31" W (passing an Existing 1" Pipe at 199.74 feet) a total distance of 377.47 feet to an Iron Rebar Set (5/8") in the eastern right-of-way of Harper Road; THENCE with the right-of-way of Harper Road N 25°35'28" W, 126.44 feet to an Existing Iron Rebar (5/8") being the southwest corner of Choong H. and OK M. Pyon (Deed Book 2681, Page 3537); THENCE with the common line of Choong H. and OK M. Pyon (Deed Book 2681, Page 3537) S 89°22'34" E, 222.03 feet to an Existing Iron Pipe (3/4") being a common corner of Choong H. and OK M. Pyon (Deed Book 2681, Page 3537) and Harry Edward Picciuto and Megan Rene Clemmons (Deed Book 3227, Page 1110); THENCE with the common line of Harry Edward Picciuto and Megan Rene Clemmons (Deed Book 3227, Page 1110) the following three (3) courses and distances: (1) S 86°41'45" E, 223.36 feet to an Iron Rebar Set (5/8"); (2) N 06°24'47" E, 59.80 feet to an Iron Rebar Set (5/8") at disturbed 5/8" Pipe; (3) N 02°34'54" E, 50.22 feet to an

Existing Iron Bar (1") being the common corner of Harry Edward Picciuto and Megan Rene Clemmons (Deed Book 3227, Page 1110) and Jamil Ryan Spillman (Deed Book 1135, Page 1158); THENCE with the common line of Jamil Ryan Spillman (Deed Book 1135, Page 1158) and Sunil E. and Arshi Paul (Deed Book 1858, Page 2712) N 02°34'42" E, 225.45 feet to an Existing Iron Pipe (1") being the common corner of Sunil E. and Arshi Paul (Deed Book 1858, Page 2712) and Patricia A. Kruth and David A. Liner Revocable Trust (Deed Book 3148, Page 2512); THENCE with the common line of David A. Liner Revocable Trust (Deed Book 3148, Page 2512) S 84°26'42" E, 229.53 feet to an Existing Iron Pipe (3/4") being a common corner of David A. Liner Revocable Trust (Deed Book 3148, Page 2512) and GAHC3 Clemmons NC ALF, LLC (Deed Book 3238, Pg. 1481); THENCE with the common line of David A. Liner Revocable Trust (Deed Book 3148, Page 2512) S 05°43'39" W, 459.87 feet to the POINT AND PLACE OF BEGINNING, containing 149,507 Square Feet or 3.432 Acres more or less. For further reference see Project # PA160107 by ALLIED ASSOCIATES, PA, Dated: February 16, 2016.

Section 2. Upon and after April 11, 2016, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Clemmons and shall be entitled to the same privileges and benefits as other parts of the Village of Clemmons. Said territory shall be subject to municipal taxes according to N.C.G.S. 160A-58.10.

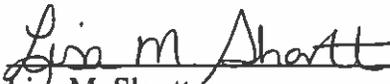
Section 3. The Mayor of the Village of Clemmons shall cause to be recorded in the office of the Register of Deeds of Forsyth County, and in the office of Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by N.C.G.S. 163-288.1.

Section 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Village of Clemmons.

Adopted this 11th day of April, 2016.

  
\_\_\_\_\_  
Nickolas B. Nelson  
Mayor

ATTEST:

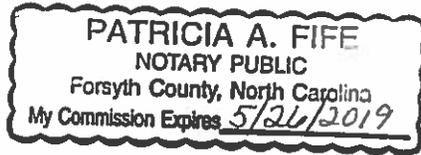
  
\_\_\_\_\_  
Lisa M. Shortt  
Village Clerk



North Carolina  
Forsyth County

I, Patricia A. Fife, a notary public of Forsyth County, North Carolina, certify that Lisa M. Shortt, Clerk for the Village of Clemmons, personally appeared before me this day, and being duly sworn, stated that in her presence Mayor Nickolas B. Nelson signed the foregoing instrument.

Witness my hand and official seal this the 11<sup>th</sup> of APRIL, 2016.



Patricia A. Fife  
Notary Public

My commission expires 5/26/2019.



**ORDINANCE AMENDING THE VILLAGE OF CLEMMONS ZONING ORDINANCE  
OF THE UNIFIED DEVELOPMENT ORDINANCES (UDO) AND  
ZONING MAP OF THE VILLAGE OF CLEMMONS, NORTH CAROLINA**

Zoning Petition of William Alexander, Larry Jarvis and Peacehaven Development LLC  
(Concord Crossing)

Ordinance Number 2016-08

BE IT ORDAINED by the Village of Clemmons Council as follows:

Section 1. The Village of Clemmons Ordinance of the Unified Development Ordinance (UDO) and the Official Map of the Village of Clemmons are hereby amended by changing the zoning classification **from RS-40 to RM-5-S (residential building, single family residential and residential building, townhomes) (Zoning Docket C-212)**

**Legal Description for Concord Crossing**

The property is described as described from the point; TO THE POINT AND PLACE OF BEGINNING Commencing from an Existing Nail in the northern right-of-way of Peacehaven Road and being a common corner of Peacehaven Development, LLC (Deed Book 2541, Page 2488) and GAHC3 Clemmons NC ALF, LLC (Deed Book 3238, Pg. 1481) and said Nail having North Carolina Grid Coordinates of Northing: 836,899.3724 feet, Easting: 1,587,998.8998 feet N 05°23'59" W, 292.17 feet to an Existing Iron Pipe (1") being a common corner of Peacehaven Development, LLC (Deed Book 2541, Page 2488) and GAHC3 Clemmons NC ALF, LLC (Deed Book 3238, Pg. 1481) and being the POINT OF BEGINNING: THENCE with the Village of Clemmons Jurisdiction line N 83°32'58" W, 216.57 feet to an Existing Iron Pipe (3/4") being a common corner of Peacehaven Development, LLC (Deed Book 2541, Page 2488) and Larry B. Jarvis (Deed Book 2990, Page 3644) and William E. Alexander (Deed Book 2005, Page 4345); THENCE continuing with the Village of Clemmons Jurisdiction line and the common line of Larry B. Jarvis (Deed Book 2990, Page 3644) and William E. Alexander (Deed Book 2005, Page 4345) N 86°40'31" W (passing an Existing 1" Pipe at 199.74 feet) a total distance of 377.47 feet to an Iron Rebar Set (5/8") in the eastern right-of-way of Harper Road; THENCE with the right-of-way of Harper Road N 25°35'28" W, 126.44 feet to an Existing Iron Rebar (5/8") being the southwest corner of Choong H. and OK M. Pyon (Deed Book 2681, Page 3537); THENCE with the common line of Choong H. and OK M. Pyon (Deed Book 2681, Page 3537) S 89°22'34" E, 222.03 feet to an Existing Iron Pipe (3/4") being a common corner of Choong H. and OK M. Pyon (Deed Book 2681, Page 3537) and Harry Edward Picciuto and Megan Rene Clemmons (Deed Book 3227, Page 1110); THENCE with the common line of Harry Edward Picciuto and Megan Rene Clemmons (Deed Book 3227, Page 1110) the following three (3) courses and distances: (1) S 86°41'45" E, 223.36 feet to an Iron Rebar Set (5/8"); (2) N 06°24'47" E, 59.80 feet to an Iron Rebar Set (5/8") at disturbed 5/8" Pipe; (3) N 02°34'54" E, 50.22 feet to an Existing Iron Bar (1") being the common corner of Harry Edward Picciuto and Megan Rene Clemmons (Deed Book 3227, Page 1110) and Jamil Ryan Spillman (Deed Book 1135, Page 1158); THENCE with the common line of Jamil Ryan Spillman (Deed Book 1135, Page 1158) and Sunil E. and Arshi Paul (Deed Book 1858, Page 2712) N 02°34'42" E, 225.45 feet to an Existing Iron Pipe (1") being the common corner of Sunil E. and Arshi Paul (Deed Book 1858, Page 2712) and Patricia A. Kruth and David A. Liner Revocable Trust (Deed Book 3148, Page

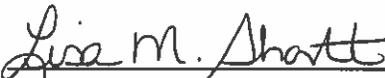
2512); THENCE with the common line of David A. Liner Revocable Trust (Deed Book 3148, Page 2512) S 84°26'42" E, 229.53 feet to an Existing Iron Pipe (3/4") being a common corner of David A. Liner Revocable Trust (Deed Book 3148, Page 2512) and GAHC3 Clemmons NC ALF, LLC (Deed Book 3238, Pg. 1481); THENCE with the common line of David A. Liner Revocable Trust (Deed Book 3148, Page 2512) S 05°43'39" W, 459.87 feet to the POINT AND PLACE OF BEGINNING, containing 149,507 Square Feet or 3.432 Acres more or less.

Section 2. This ordinance shall be effective from and after its adoption.

Adopted this the 11th day of April, 2016.

  
\_\_\_\_\_  
Nickolas B. Nelson  
Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa M. Shortt  
Village Clerk



**ORDINANCE AMENDING THE VILLAGE OF CLEMMONS ZONING ORDINANCE  
OF THE UNIFIED DEVELOPMENT ORDINANCES (UDO) AND  
ZONING MAP OF THE VILLAGE OF CLEMMONS, NORTH CAROLINA**

Zoning Petition of Hubbard Commercial and Lew-Clem 2551, LLC (Chick-fil-a)

Ordinance Number 2016-09

BE IT ORDAINED by the Village of Clemmons Council as follows:

Section 1. The Village of Clemmons Ordinance of the Unified Development Ordinance (UDO) and the Official Map of the Village of Clemmons are hereby amended by changing the zoning classification from **HB-S(recreational services, indoor, restaurant (w/o drive-through service), restaurant (w/ drive-through service), office, miscellaneous, professional office, banking and financial services, services, business A, services business B, services, personal, building contractors, general, building contractors, heavy, ABC store, building material supply, convenience store, food or drug store, furniture and home furnishing store, general merchandise store, hardware store, nursery, lawn, and garden supply store, retail, and retail store, specialty or miscellaneous)** to **HB-S (recreational services, indoor, restaurant (w/o drive-through service), restaurant (w/ drive-through service), office, miscellaneous, professional office, banking and financial services, services, business A, services business B, services, personal, building contractors, general, building contractors, heavy, ABC store, building material supply, convenience store, food or drug store, furniture and home furnishing store, general merchandise store, hardware store, nursery, lawn, and garden supply store, retail, and retail store, specialty or miscellaneous)** (Zoning Docket C-213)

**Legal Description for Chick-fil-a**

The property is described as described from the point; according to a boundary survey including All that tract or parcel of land lying and being in Clemmons Township, Forsyth County, North Carolina and being more particularly described as follows; Commencing from the intersection of the southern right-of-way of Stadium Drive. (Variable R/W) and the eastern right-of-way of Lewisville-Clemmons Road (Variable R/W); thence with said right-of-way of Lewisville Clemmons Road. S 09°46'00" E a distance of 427.28' to a nail found, said pin being The True Point of Beginning; thence leaving said right-of-way with a curve turning to the right with an arc length of 33.52', with a radius of 29.17', with a chord bearing of N 51°39'13" E, with a chord length of 31.71' to a point; thence N 84° 33' 01" E a distance of 126.57' to a point; thence with a curve turning to the right with an arc length of 30.63' with a radius of 20.75', with a chord bearing of S 52° 49' 23" E, with a chord length of 27.92' to a drill hole; thence S 08° 29' 09 E a distance of 109.47' to a point; thence S 08° 29' 09" E a distance of 127.50' to a point; thence 88° 37' 52" W a distance of 179.37' to a point along the eastern right-of-way of Lewisville-Clemmons Road. (Variable R/W); thence with said right-of-way the following calls: N 04° 10' 57"W a distance of 8.65' to a point; thence N 07° 15' 57" W a distance of 8.65' to a point; thence N 07° 15' 57" W a distance of 95.55' to a ½" rebar found; thence N 07° 16' 00" W a distance of 105.58' to a point; thence N 09° 45' 22" W a distance of 15.92' to a nail found, said nail being the true point of beginning, said parcel having an area of 43473.20 square feet.

Section 2. This ordinance shall be effective from and after its adoption.

Adopted this the 11th day of April, 2016.

  
\_\_\_\_\_  
Nickolas B. Nelson  
Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa M. Shortt  
Village Clerk



**ORDINANCE AMENDING THE VILLAGE OF CLEMMONS ZONING ORDINANCE  
OF THE UNIFIED DEVELOPMENT ORDINANCES (UDO) AND  
ZONING MAP OF THE VILLAGE OF CLEMMONS, NORTH CAROLINA**

Zoning Petition of Wake Forest University Health Sciences (Summit Medical Surgical Center)

Ordinance Number 2016-10

BE IT ORDAINED by the Village of Clemmons Council as follows:

Section 1. The Village of Clemmons Ordinance of the Unified Development Ordinance (UDO) and the Official Map of the Village of Clemmons are hereby amended by changing the zoning classification from **PB-S (arts crafts studio, food or drug store, furniture and home furnishing store, general merchandising store, restaurant (without drive-through services), retail store (specialty or miscellaneous), banking and financial services, funeral home, health services (misc.), medical or dental laboratory, medical surgical offices, office (misc.) professional office, services(personal), recreation services (indoor), theater (indoor) and museum or art gallery)** to **PB-S (arts crafts studio, food or drug store, furniture and home furnishing store, general merchandising store, restaurant (without drive-through services), retail store (specialty or miscellaneous), banking and financial services, funeral home, health services (misc.), medical or dental laboratory, medical surgical offices, office (misc.) professional office, services (personal), recreation services (indoor), theater (indoor) and museum or art gallery)** (Zoning Docket C-214)

**Legal Description for Summit Medical Surgical Center**

The property is described as described from the point; Beginning at an iron pipe in the southern R/W of South Peace Haven Road, corner to Lot 2 as shown in Plat Book 50 Page 109, said iron having NC Grid Coordinates (US Feet, NAD 83, of N 837042.78, E 1590384.82), running thence with the R/W of said road N 50 deg 21 min 45 sec E 39.45' to an existing iron pipe, N 48 deg 40 min 49 sec E 78.53' to an existing iron pipe, N 48 deg 12 min 36 sec E 94.46' to a new iron pipe, N 48 deg 23 min 45 sec E 79.91' to a new iron pipe, and N 50 deg 09 min 31 sec E 28.18' to a new iron pipe, thence leaving the R/W of South Peace Haven Road and running with the R/W of Bay Meadows Ct. and Kinnamon Road S 84 deg 50 min 29 sec E 42.43' to a new iron pipe, S 39 deg 50 min 29 sec E 92.65' to a new iron pipe, on a curve to the right having a radius of 195.00' a chord bearing and distance of S 21 deg 24 min 50 sec E 123.28' to a new iron pipe, on a curve to the right having a radius of 30.00' a chord bearing and distance of S 24 deg 07 min 16 sec W 27.34' to a new iron pipe, on a curve to the left having a radius of 70.00' a chord bearing a distance of S 36 deg 35 min 38 sec W 35.37', on a curve to the right having a radius of 30.00' a chord bearing and distance of S 48 deg 31 min 28 sec W 26.83', S 75 deg 05 min 22 sec W 26.88' to a new iron pipe, and on a curve to the right having a radius of 195.00' a chord bearing and distance of S 83 deg 47 min 47 sec W 58.79', thence crossing the existing R/W of Kinnamon Road on a curve to the left having a radius of 75.00' a chord bearing and distance of S 53 deg 54 min 40 sec W 93.39' to a new iron pipe in the northern line of Clemmons Medical Park, LLC (aka Forsyth County Tax PIN 5893-07-3446), running thence N 84 deg 51 min 30 sec W 84.82' to a new iron pipe, running thence N 42 deg 31 min 37 sec W 113.18' to a new iron pipe in the R/W of Peace Haven Road, running thence therewith N 46 deg 55 min 14 sec E 37.01' to the

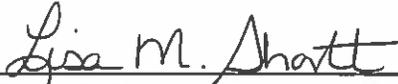
point and place of beginning, containing 1.777 acres, more or less, and being all of Lot 2 of Plat Book 50 Page 109 together with a portion of the current or former R/W of Kinnamon Road.

Section 2. This ordinance shall be effective from and after its adoption.

Adopted this the 11th day of April, 2016.

  
\_\_\_\_\_  
Nickolas B. Nelson  
Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa M. Shortt  
Village Clerk



16-G-7

VILLAGE OF CLEMMONS  
BUDGET AMENDMENT  
FOR THE FISCAL YEAR ENDING JUNE 30, 2016

**BE IT ORDAINED** by the Village Council of the Village of Clemmons, North Carolina at a regular meeting on April 11, 2016 that the following Budget Amendment is adopted to amend the budget for SEO services and marketing packages for wine festival and Southwest Athletics tournaments June and early July.

	Original Budget	Previous Amendment	Increase (Decrease)	Revised Budget
<b>Appropriations:</b>				
Tourism Related	\$ 17,750	\$ 14,250	\$ 8,300	\$ 40,300
<b>Revenue:</b>				
Fund Balance Restrict Tourism	\$ 7,000	\$ 37,620	\$ 8,300	\$ 52,920
<b>Total Budget:</b>				
Total Revenues	\$ 5,908,395	\$ 329,615	\$ 8,300	\$ 6,246,310
Total Expenditures	\$ 5,908,395	\$ 329,615	\$ 8,300	\$ 6,246,310

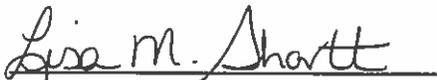


Nickolas B. Nelson  
Village Mayor



K. Ann Stroud, CPA  
Village Finance Officer

Attest:



Lisa M. Shortt, Village Clerk