

**REGULAR MEETING OF
THE VILLAGE OF CLEMMONS COUNCIL
JUNE 22, 2015**

The Village of Clemmons Council met on Monday, June 22, 2014 at 7 p.m. The meeting was held at the Village Hall, Clemmons, North Carolina. The following members were present: Mayor Pro Tem Rogers, Council Members Cameron, Denny, Lawry, and Roark. Mayor Nelson was absent.

Call to Order

Mayor Pro Tem Rogers called the meeting to order at 7 p.m.

Pledge of Allegiance

Mayor Pro Tem Rogers led the Pledge of Allegiance.

Public Comments

There were 21 citizens in attendance. Four were signed in to speak.

Pat Way – 3635 North Lakeshore Drive, Clemmons, NC – a member of Friends of Clemmons Library Board – voiced opposition to expansion of library in current location due to traffic and parking.

PJ Lofland – 1460 Lake Cottage Road, Clemmons, NC – stated in favor of holding a Public Hearing on new library site as it will provide an opportunity for citizen input.

Linda Preschle – 7711 Lasater Road, Clemmons, NC – voiced opposition to keeping library at present location due to traffic and parking and stated agrees that the public has a right to be heard.

Betty Telford – 7961 Abelia Way, Clemmons, NC – voiced opposition of expansion of library in current location due to traffic and parking; stated Clemmons in need of showplace library.

Approval of the Minutes

Mayor Pro Tem Rogers requested a change to the minutes stating that Council Member Cameron led the Pledge of Allegiance. Council Member Cameron requested the word “seconded” be added under Item D. 2.

Council Member Cameron moved to approve the minutes of the June 8, 2015 regular meeting as amended. The motion was seconded by Council Member Roark and unanimously approved.

Approval of the Agenda

Council Member Cameron requested that Item I. Manager’s Report 1. *Fire Department Corporation Meeting Report* be moved under Announcements.

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

Announcements

Mayor Pro Tem Rogers read the Certificate of Appreciation to Bobby Patterson for his six years of service on the Planning Board. Mr. Patterson was present to receive his certificate.

Mayor Pro Tem Rogers announced that the Village Offices will be closed Friday, July 3, 2015 for Independence Day.

Council Member Cameron provided a report on the Fire Department Corporation Meeting. She advised that there are currently 53 total paid and volunteer personnel in the department which operates 24 hours a day 7 days a week. Each member is required to complete a minimum of 72 hours annual training. The Clemmons Fire Department has been in existence 64+ years, services 29 square miles and approximately 39,000 residents. They have a Class 5 rating of which only 30% of the departments in NC are rated a Class 5. In 2014, the department responded to 1,755 alarms of which the property involved totaled \$23,167,100 with only 1.2% of the property lost. The Forsyth County Commissioners have agreed to a \$.01 increase in taxes, which is the first in 26 years. Mayor Pro Tem Rogers commended Chief Jerry Brooks on the excellent work of the Clemmons Fire Department.

Mayor Pro Tem Rogers announced the birth of Mayor Nelson's daughter, Catherine Anne, born June 20, 2015.

Business

- A. Call for Public Hearing for July 13, 2015 at 7 p.m. – Library Site. Council Member Lawry moved to call for the public hearing. The motion was seconded by Council Member Denny. Discussion followed. Council Member Cameron requested clarification on the reasoning for the public hearing. Council Member Lawry advised that the public hearing would be held to get the public's input one specific library site (which is the existing library location and referred to as The Broyhill Site). Council Member Cameron advised that there are several planning and legal questions to be answered before presenting to the public to determine if the existing site meets the requirements of Forsyth County. Council Member Lawry stated those questions would be answered at the public hearing. The motion was approved by a 3-1 vote with Council Member Cameron in opposition.
- B. Appointments to Various Village Boards.
1. Planning Board. The following applicants applied for positions on the Planning Board: Lanny Farmer, Chuck Houska, Daniel Parks, Holly Slaughter, and Chris Wrights. By ballot, Council appointed Lanny Farmer, Chuck Houska, and Chris Wrights to the Planning Board. Their terms expire June 30, 2018. (Tally Sheet and Ballots are attached hereto as Exhibit A and incorporated as a part of the minutes.)
 2. Zoning Board of Adjustment. The following applicants applied for positions on the Zoning Board of Adjustment: Bruce Britton, Lanny Farmer, Joanna Lyall, Holly Slaughter, and Chris Wrights. By ballot, Council appointed Bruce Britton and Holly Slaughter to the Zoning Board of Adjustment as regular members. There is currently a

vacancy for an alternate seat. Their terms expire June 30, 2018. (Tally Sheet and Ballots are attached hereto as Exhibit B and incorporated as a part of the minutes.)

3. *Stormwater Advisory Board.* The following applicants applied for the positions on the Stormwater Advisory Board: Jeffrey Dean, Jessie Lester, and Chris Wrights. By ballot, Council appointed Jeffrey Dean and Jessie Lester to the Stormwater Advisory Board of Adjustment as regular members. Their terms expire June 30, 2018. (Tally Sheet and Ballots are attached hereto as Exhibit C and incorporated as a part of the minutes.)

- C. Approval of Stimmel Contract for Re-drawing Plans for Village Point Drive – SAPA Job Number 15-077. A contract from Stimmel PA was submitted to modify the roadway design plans for the Town Center Drive project in order to bring the design in align with NCDOT requirements for road construction. This modification will provide new plans for which NCDOT can use for construction as well as environmental work that will need to be done for the project. The Village will be reimbursed from the grant funds for this contract. The total cost is \$33,500. (Attached hereto as Exhibit D and incorporated as a part of the minutes.)

Council Member Lawry moved to approve the Contract with Stimmel for Re-drawing Plans for Village Point Drive SAPA Job Number 15-077 in the amount of \$33,500. The motion was seconded by Council Member Denny and unanimously approved.

- D. Capital Project Ordinance CPO-2015-RC-1 for Access Road for Village Point. Capital Project Ordinance CPO-2015-RC-1 for Access Road for Village Point in the amount of \$3,800,000 was approved (attached hereto as Exhibit E and incorporated as a part of the minutes).

Council Member Cameron moved to approve the capital project ordinance as presented. The motion was seconded by Council Member Roark and unanimously approved.

- E. Budget Amendment 15-G-7 for Novant Contribution to Roundabout at Harper and Peacehaven Roads. Budget Amendment 15-G-7 for Novant Contribution to Roundabout at Harper and Peacehaven Roads in the amount of \$160,000 was approved (attached hereto as Exhibit F and incorporated as a part of the minutes).

Council Member Cameron moved to approve the budget amendment as presented. The motion was seconded by Council Member Roark and unanimously approved.

- F. Attorney's Report.

1. *Discussion of Peddler and Panhandler Ordinances.* Attorney Kasper provided a draft revision of the Peddler Ordinance for Council review. Discussion will take place at the next Council meeting on July 13, 2015.

2. *Quarterly Report.* The report was presented.

- G. Planner's Report.

1. *Minutes from the June 16, 2015 Planning Board Meeting.* Minutes were presented. Council Member Lawry asked Planner Ledbetter where things stood with the

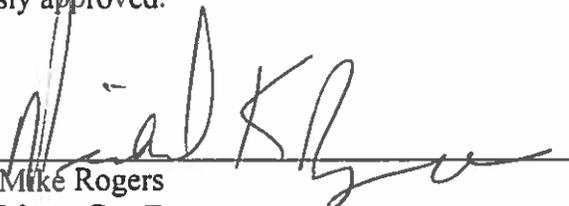
overlay and implementation. Planner Ledbetter advised awaiting survey for the West side then would hold a Business Stakeholder's Meeting which would be sometime in July 2015.

- H. Marketing/Communications Director's Report. Shannon Ford provided an update on the upcoming events: Clemmons Community Day with the Winston-Salem Dash on July 11, 2015 and Movie Night (Big Hero 6) on July 24, 2015. She advised that the Occupancy/Tourism Grant Application deadline was Monday, June 22, 2015 at 5 p.m. Eight applications have been received by: WS Forsyth County BMX Parents Association – Tanglewood BMX, Forsyth Magazines, Friends of SWFLL Challenger Program Booster Club, Southwest Forsyth Little League, Forsyth County Broncos, Jerry Long YMCA, Twin City Youth Soccer Association, and Village Inn Event Center. The total requested is \$77,286.25.
- I. Manager's Report.
 - 1. *Financial Summary Report for the Month Ending May 31, 2015.* The report was presented. Manager Kirby advised Council that the price of the property located to the east of Village Hall has been reduced. Council Member Denny requested that Manager Kirby gather information on the property to be reviewed.
- J. Council Comments. No comments.
- K. Closed Session for Discussion under Attorney-Client Privilege in accordance with NCGS 143-318.11(a)(3).

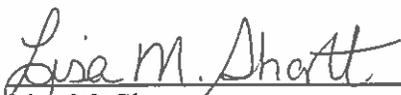
Council Member Cameron made a motion to reconvene the regular meeting with no action taken during Closed Session. Council Member Denny seconded the motion which was unanimously approved.

Adjournment

Council Member Roark moved to adjourn the meeting at 8:46 p.m. The motion was seconded by Council Member Denny and unanimously approved.


Mike Rogers
Mayor Pro Tem

Attest:



Lisa M. Shortt
Village Clerk

**TALLY SHEET FOR
PLANNING BOARD
APPOINTMENTS**
June 22, 2015

EXHIBIT A

Three (3) appointments – terms end 6/30/2018.

		Council Members					Totals
		Mary Cameron	Norman Denny	Bill Lawry	Darrell Roark	Mike Rogers	
Applicants	Lanny Farmer	*	*	*		*	4
	Chuck Houska	*			*	*	3
	Daniel Parks		*				1
	Holly Slaughter			*	*		2
	Chris Wrights	*	*	*	*	*	5

* Appointed – terms end 6/30/2018

BALLOT FOR PLANNING BOARD APPOINTMENTS
June 22, 2015

Need three (3) appointments for vacancies – terms expire 6/30/2018.

Choose 3:

Place an "x" at your choice	Applicants
✓	Lanny Farmer ² (as alternate), ³
✓	Chuck Houska ¹
	Daniel Parks ² (current term expires 6/30/2017)
	Holly Slaughter ^{2,3}
✓	Chris Wrights ^{1,3,4}

¹Currently serving on the Planning Board

²Currently serving on the Zoning Board of Adjustment

³Also applied for Zoning Board of Adjustment

⁴Also applied for the Stormwater Advisory Board



Signature of Council Member

BALLOT FOR PLANNING BOARD APPOINTMENTS
June 22, 2015

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	Chuck Houska ¹
X	Daniel Parks ² (current term expires 6/30/2017)
	Holly Slaughter ^{2,3}
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June 22, 2015

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	Chuck Houska ¹
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X	Holly Slaughter ^{2,3}
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June 22, 2015

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Signature of Council Member

BALLOT FOR PLANNING BOARD APPOINTMENTS
June 22, 2015

Need three (3) appointments for vacancies – terms expire 6/30/2018.

Choose 3:

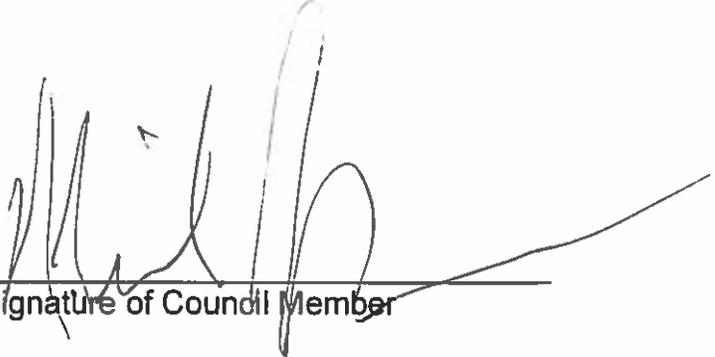
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X	Lanny Farmer ² (as alternate), ³
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X	Chris Wrights ^{1,3,4}

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Signature of Council Member

**TALLY SHEET FOR
ZONING BOARD OF ADJUSTMENT
APPOINTMENTS
June 22, 2015**

EXHIBIT B

Three (3) appointments – Two (2) for regular seats and one (1) for alternate seat – term ends 6/30/2018.

		COUNCIL MEMBERS					TOTALS
		Mary Cameron	Norman Denny	Darrell Roark	Bill Lawry	Mike Rogers	
APPLICANTS	Bruce Britton	*	*	*	*	*	5
	Lanny Farmer						
	Joanna M. Lyall*	*				*	2
	Holly Slaughter		*	*	*		3
	Chris Wrights						

* Appointed alternate position – term ends 6/30/2016 – applied for regular seat

One (1) alternate seat remains open at this time.

BALLOT FOR ZONING BOARD OF ADJUSTMENT APPOINTMENTS
June 22, 2015

Need three (3) appointments for three vacancies, one of which is an alternate – terms expire 6/30/2018.

Choose 3 (place an asterisk (*) by the two (2) appointments you wish to be the regular members):

Place an "x" at your choice	Applicants
✓*	Bruce Britton ¹
	Lanny Farmer ^{1 (as alternate), 3}
✓*	Joanna M. Lyall ^{1 (as alternate but wants to be considered for full seat – current term expires 6/30/2017)}
✓	Holly Slaughter ^{1,3}
	Chris Wrights ^{2,3,4}

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Mary L. Cameron

Signature of Council Member

BALLOT FOR ZONING BOARD OF ADJUSTMENT APPOINTMENTS

June 22, 2015

Need three (3) appointments for three vacancies, one of which is an alternate – terms expire 6/30/2018.

Choose 3 (place an asterisk (*) by the two (2) appointments you wish to be the regular members):

Place an "x" at your choice	Applicants
✳	Bruce Britton ¹
	Lanny Farmer ^{1 (as alternate), 3}
✳	Joanna M. Lyall ^{1 (as alternate but wants to be considered for full seat – current term expires 6/30/2017)}
✳	Holly Slaughter ^{1,3}
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BALLOT FOR ZONING BOARD OF ADJUSTMENT APPOINTMENTS
June 22, 2015

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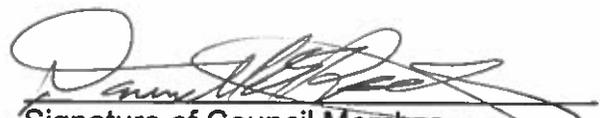
Place an "x" at your choice	Applicants
✱	Bruce Britton ¹
	Larry Farmer ^{1 (as alternate), 3}
X	Joanna M. Lyall ^{1 (as alternate but wants to be considered for full seat – current term expires 6/30/2017)}
✱	Holly Slaughter ^{1,3}
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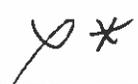
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BALLOT FOR ZONING BOARD OF ADJUSTMENT APPOINTMENTS
June 22, 2015

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BALLOT FOR ZONING BOARD OF ADJUSTMENT APPOINTMENTS

June 22, 2015

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*	X	Bruce Britton ¹
		Larry Farmer ^{1 (as alternate), 3}
*	X	Joanna M. Lyall ^{1 (as alternate but wants to be considered for full seat – current term expires 6/30/2017)}
	X	Holly Slaughter ^{1,3}
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 Signature of Council Member

**TALLY SHEET FOR
STORMWATER ADVISORY BOARD
APPOINTMENTS
June 22, 2015**

EXHIBIT C

Two (2) appointments – terms end 6/30/2018.

		COUNCIL MEMBERS					TOTALS
		Mary Cameron	Norman Denny	Bill Lawry	Darrell Roark	Mike Rogers	
APPLICANTS	Jeffrey Dean	*	*	*	*	*	5
	Jessie Lester	*	*	*	*	*	5
	Chris Wrights						

* Appointed – term ends 6/30/2018

BALLOT FOR STORMWATER ADVISORY BOARD APPOINTMENTS
June 22, 2015

Need two (2) appointments for two vacancies – terms expires 6/30/2018.

Choose 2:

Place an "x" at your choice	Applicants
✓	Jeffrey Dean ¹
✓	Jessie Lester ¹
	Chris Wright ^{2,3,4}

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Signature of Council Member

BALLOT FOR STORMWATER ADVISORY BOARD APPOINTMENTS
June 22, 2015

Need two (2) appointments for two vacancies – terms expires 6/30/2018.

Choose 2:

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X	Jeffrey Dean ¹
X	Jessie Lester ¹
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BALLOT FOR STORMWATER ADVISORY BOARD APPOINTMENTS
June 22, 2015

Need two (2) appointments for two vacancies – terms expires 6/30/2018.

Choose 2:

Place an "x" at your choice	Applicants
x	Jeffrey Dean ¹
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BALLOT FOR STORMWATER ADVISORY BOARD APPOINTMENTS
June 22, 2015

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June 22, 2015

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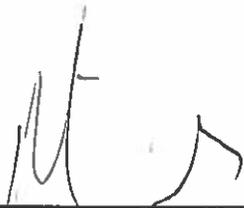
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Signature of Council Member



June 12, 2015

Mr. Michael Gunnell
Village of Clemmons
3715 Clemmons Road
Clemmons, NC 27012

Reference: Proposal for Professional Services
Village Point Drive
Clemmons, NC
SAPA Job Number 15-077

Dear Michael:

We are pleased to submit this proposal for Professional Services in connection with the project referenced above.

This agreement is by and between **STIMMEL ASSOCIATES, P.A. (SAPA)**, a North Carolina Corporation, and **VILLAGE OF CLEMMONS (Client)**, located in Clemmons, NC. SAPA shall provide professional services on the project referenced above, further described as Village Point Drive located in Clemmons, NC.

I. SCOPE OF SERVICES:

GENERAL: SAPA proposes to provide professional services as described below.

A. ROADWAY CONSTRUCTION DRAWING REVISIONS:

1. Tie Village Point Drive Phase 3 stationing to Village Point Drive Phase 4 without an equality station. Village Point Drive would remain as two separate sets of drawings. Combining Phase 3 and Phase 4 into a single set of construction drawings is excluded.
2. Remove the two stormwater management devices from the drawings and follow NCDOT guidelines related to stormwater management.

B. REVISE ROADWAY GRADES AT PROPOSED HEADWALL

1. Lower the roadway grades to minimize the height of the concrete headwalls. Revise plan and profiles, grading, and erosion control plans.
2. Revise the headwall structural drawings.
3. Submit the revised headwall drawings and calculations for review to NCDOT.
4. One revision and resubmittal to NCDOT is included.

C. SUBMITTALS & PERMITTING:

SAPA will submit drawings and other information as necessary to the appropriate agencies for the following permits or approvals:

1. Provide wetland and stream impact exhibits, avoidance and minimization narrative to NCDOT for inclusion in the Environmental Permitting. Provide responses to roadway design related comments during the Army Corps public notice period.
2. Water and Sewer permit by the City of Winston Salem.
3. Village Point Drive roadway approval by the Village of Clemmons.
4. Erosion Control Permitting by others.
5. All other permits are by others.

D. CONSTRUCTION PHASE SERVICES:

To the extent that Limited Construction Observations are included as set forth below, SAPA shall visit the site periodically and as requested by the Client or the Contractor (contingent upon availability). The purpose of such visits and observations will be to generally observe the progress of the work of the Contractor. Such visits or observations are not intended to be exhaustive checks or a detailed inspections of the Contractor's work. Based on its general observations, SAPA shall periodically provide information to the Client about the progress of the work, and shall inform the Client of any known deviations from the Contract Documents and any defects observed in the Contractor's work.

SAPA shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

SAPA shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. SAPA does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

General: Twenty (20) hours of general professional services during construction as requested by the Client are included. Additional professional services requested by the Client or the Contractor will be billed on an hourly basis as supplemental services.

Site Visits as requested by the Client: Four (4) site visits are included. Additional site visits requested by the Client or the Contractor will be billed on an hourly basis as supplemental services.

Water and Sewer Record Drawings: Upon completion of the construction of the project and receipt of marked up plans from the Contractor and as-built utility survey information from the Contractor's surveyor, SAPA will make necessary revisions to the SAPA construction drawings and submit the record drawings to the City of Winston Salem.

II. SERVICES SPECIFICALLY EXCLUDED:

The following items are excluded from this fee proposal. These items may be added if needed at a later date on an hourly basis in accordance with APPENDIX A, attached hereto.

1. All bidding and construction contract services (project manual, prebid meeting, bidding, award, etc.).
2. Topographic and boundary surveys, construction stakeout surveys, and as-built surveys.
3. Quantity takeoffs and cost opinions.
4. Soils borings and subsurface investigation and geotechnical engineering, construction compaction and quality control testing.
5. Engineering design, analysis, and studies.
6. Engineering of any traffic signal designs or modifications other than included in the scope of services.
7. Design of utilities other than water and sewer. Design of gas, power, telephone, TV, steam, communication, safety, and other "dry" utilities are excluded.
8. Permitting other than that provided within the Scope of Services.
9. Permit application fees, and review fees.
10. Evaluations or plan revisions due to project costs unforeseen conditions such as rock, etc.
11. All meetings, coordination, maps, negotiations, plan revisions, etc. associated with the adjacent land owners.
12. Jobsite safety.
13. Individual right-of-way maps and temporary construction easements maps.
14. Phase 1 environmental testing, wetlands and stream delineation & mapping, and environmental permitting.
15. Geotechnical investigations, soil borings, materials testing, etc.
16. NCDOT Design Services review other than for the concrete headwalls is excluded.

FEES AND TERMS:

Services described above will be provided on a Not to Exceed Hourly Basis as noted below plus expenses in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this agreement by reference. The breakdown of fees is as follows:

<u>Hourly Not to Exceed Fees</u>	<u>TOTAL</u>
A. Roadway Construction Drawing Revisions	\$4,500
B. Revise Roadway Grades at Proposed Headwall	\$14,000
C. Submittals and Permitting	\$6,000
D. Construction Phases Services	\$9,000
Total Hourly Not to Exceed Fees \$33,500	

Additional professional services requested by the Client will be billed on an hourly basis as supplemental services.

We anticipate the reimbursable expenses to be approximately \$1,000.

We would be pleased to answer questions you may have or to clarify the various points above. If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours:

Stimmel Associates, P.A.
Kelway L. Howard, III P.E.
Partner/Senior Project Manager

ACCEPTED: _____
BY: _____
TITLE: MAYOR PRO TEM
DATE: JUNE 22, 2015

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

6-22-2015
Date

K. Ann Stroud
Finance Officer
Village of Clemmons

APPENDIX A

Upon signature by Client of the proposal letter of **STIMMEL ASSOCIATES, P.A. (SAPA)** and **VILLAGE OF CLEMMONS (Client)** dated **June 12, 2015**, (the "Proposal Letter") the provisions and terms of the Proposal Letter and this Appendix A shall constitute the contract between SAPA and the Client (the "Agreement").

I. FEES AND EXPENSES

Fees for services provided by SAPA as identified in the Scope of Services in the Proposal Letter (the "Fees") shall be computed on an hourly basis or a lump sum basis, as set forth in the Proposal Letter. The Proposal Letter may provide that some of the Fees shall be computed on an hourly basis and that some of the Fees shall be on a stipulated sum basis.

A. HOURLY RATE SCHEDULE

Services provided on an hourly basis shall be computed at the rates for SAPA personnel in effect at the time of the service, the current rates of which are set forth below. Any estimate of fees, written or oral, for services that are provided on an hourly basis, are for initial budgetary information, based on information known with certainty to SAPA as of the date of the Proposal Letter, and no estimate of the Fees for hourly based services shall be a limitation on the amount of the actual Fees required to be paid by Client.

PERSONNEL

HOURLY RATES

Principal:	Landscape Architect	
	Doug Stimmel, ASLA	\$220.00
Staff:	Senior Project Manager II	\$175.00
	Senior Project Manager I	\$160.00
	Government Affairs Director	\$150.00
	Government Affairs	\$100.00
	Project Manager	\$130.00
	Project Engineer	\$120.00
	Land Planning Designer II	\$105.00
	Land Planning Designer I	\$ 95.00
	Senior Planner	\$100.00
	Plans Facilitator	\$100.00
	Civil Designer III	\$100.00
	Civil Designer II	\$ 95.00
	Civil Designer I	\$ 90.00
	Engineer/LA Technician III	\$ 90.00
	Engineer/LA Technician II	\$ 85.00
	Engineering/LA Technician I	\$ 80.00
	Administrative Staff	\$ 60.00

All staff shall be billed at 2 times the hourly rates for neighborhood meetings, political meetings and events, and public hearing preparation and representation unless noted otherwise in the service agreement.

NOTE: THESE HOURLY RATES ARE VALID FOR A PERIOD OF SIX (6) MONTHS, AND WILL THEREAFTER BE INCREASED CONSISTENT WITH ANY INCREASES IN SAPA STANDARD RATES

B. STIPULATED SUM

Fees based on a stipulated sum shall be for the services expressly identified in the Proposal Letter as being provided on a stipulated sum basis. All other services shall be provided on an hourly basis.

C. EXPENSES

In addition to payment of the Fees, Client shall pay SAPA expenses and either at the cost to SAPA or at cost plus a percentage. The expenses for which Client is responsible include expenses incurred by SAPA and SAPA's employees and consultants in the interest of the project, including but not limited to the following:

The following expenses shall be reimbursed to SAPA at cost (plus_0_ %):

1. Expenses of transportation in connection with the project; expenses in connection with authorized out-of-town travel; long-distance communications; and amounts paid for securing approval of authorities having jurisdiction over the project.
2. Expenses of reproductions, postage and handling of drawings, specifications and other documents.
3. If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.
4. Expenses of renderings, models and mock-ups requested by the Client.
5. Expenses of additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the SAPA and SAPA's consultants.
6. Expenses for in house (SAPA) provided copies, duplicate, etc. will be billed as follows:
 - a. Large Format Copies 24" x 36" - \$ 2.00/sheet 30" x 42" - \$ 3.00 sheet
 - b. Final Plots 24" x 36" - \$ 2.00/sheet 30" x 42" - \$ 3.00 sheet
 - c. Color Plots 24" x 36" - \$25.00/sheet 30" x 42" - \$40.00/sheet
 - d. Black & White Copies 8.5" x 11" - \$0.10/sheet 11" x 17" - \$0.25/sheet
 - e. Color Copies 8.5" x 11" - \$1.00/sheet 11" x 17" - \$2.00/sheet
 - f. Scans 24" x 36" - \$ 2.00/sheet 30" x 42" - \$ 3.00/sheet
 - g. Sticky back paper \$2.00/sheet
 - h. Compact Disk \$5.00/disk
7. Mileage greater of 57.5 cents/mile or current IRS mileage rate
8. Other travel and lodging at cost

The following expenses shall be reimbursed to SAPA at cost plus an additional amount computed on a percentage basis, as provided below:

9. All expenses incurred to out-of house (outside of SAPA) vendors for blueprints, renderings, reproductions, testing, and any other project related expenses will be billed at a multiple of 1.1 times the amount (cost plus 10%).

II. INVOICES, PAYMENT, ETC.

SAPA shall submit monthly invoices for services for Fees, based upon hourly or stipulated sum as appropriate, plus expenses for the time period covered by the invoice. Invoices shall be due upon within 15 days of the date of SAPA's invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month. Reasonable attorney's fees and other costs incurred in collecting past due amounts shall be paid by the Client.

SAPA shall have the right to suspend services if any invoice has not been paid in full within 30 days after the invoice date and the right to terminate future services if any invoice plus accrued interest has not been paid within 45 days after the invoice date. The Fees and expenses due to SAPA shall be increased by all costs and expenses caused by any suspension, delay or interruption in the project as a result of Client's failure to make timely payment of any SAPA invoices.

III. OWNERSHIP OF DOCUMENTS

Drawings, plans, specifications and other documents, including those in electronic form, provided by SAPA or its consultants are Instruments of Service, and the creator, designer and author of Instruments of Service shall retain all common law, statutory and other rights, including copyright, in the Instruments of Service. No Instruments of Service are to be used on other projects except by written agreement of SAPA. One reproducible set of final documents will be furnished to Client upon request. Upon acceptance of SAPA's proposal, SAPA grants Client a nonexclusive license to reproduce and use Instruments of Service in connection with the project, including the project's further development by Client, provided that Client is not in payment default of the Agreement. Client shall not assign or transfer said license without written consent of SAPA. Any use or reproduction of Instruments of Service contrary to the terms herein shall be at Client's risk and expense, without liability to SAPA or its consultants.

IV. FAST TRACK

If this project is identified in the Proposal Letter as being accelerated or fast track, Client acknowledges that accelerated or fast-track scheduling provides benefits to Client, but also carries with it associated risks. Such risks include without limitation the Client incurring costs for SAPA to coordinate and redesign portions of the project affected by procuring or installing elements of the project prior to the completion of all relevant construction documents, and costs for the Client's contractor to remove and replace previously installed work. If the Client selects accelerated or fast track scheduling, the Client agrees to include in the budget for the project sufficient contingencies to cover all costs and increases in SAPA Fees and expenses that may result from the project or parts thereof being on an accelerated or fast track.

V. CREDITS/ACKNOWLEDGEMENTS

SAPA shall be given appropriate credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Appropriate credit shall be defined as being named by Client (or their representative) in project identification boards, published articles, promotional brochures, and similar communications, if any. SAPA shall be authorized to identify the project in its marketing, promotion, and other business related materials and communications.

VI. DELAY, FORCE MAJEURE, CONCEALED CONDITIONS

SAPA shall not be responsible for any delay in the performance or progress of the work or project, or liable for any costs or damages sustained by Client resulting from such delay, caused by any act or neglect of the Client or Client's representatives, by any third person acting as the agent, servant, employee or independent contractor of Client, by changes in the SAPA scope of services or the work of the project, as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefore, by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the reasonable control of SAPA. Further, SAPA shall not be liable for any consequence resulting in whole or in part from any act of God, weather or other event or circumstance beyond SAPA's reasonable control, or any concealed condition, and any additional work or services resulting from any such event, circumstance or concealed condition shall be paid to SAPA on an hourly fee basis, plus expenses.

VII. HAZARDOUS WASTE, ENVIRONMENTAL, OSHA

Client shall indemnify and hold harmless SAPA and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or due to the performance of services by SAPA, or claims against SAPA arising from the work of others, related to Hazardous Substances, or Environmental Law, or OSHA. For purposes of this section the following definitions apply:

1. "Environmental Law" means any federal, state or local statute, rule, regulation, ordinance, order, judgment, decree, injunction or common law pertaining to the protection of human health or the environment, including the Comprehensive Environmental Response, Compensation or Liability Act of 1980 (42 U.S.C. 9601-9675), the Toxic Substance Control Act (15 U.S.C. 2601-2671), the Hazardous Materials Transportation Act (49 U.S.C. 1801-1813), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), the Clean Air Act (42 U.S.C. 7401-7671g), the Safe Drinking Water Act (42 U.S.C. 300 F-300 J-26), the Solid Waste Disposal Act (42 U.S.C. 6901-6992k), the Coastal Zone Management Act (16 U.S.C. 1451-1464), the Occupational Safety and Health Act (29 U.S.C. 651, et. seq.), and any similar federal, state or local law, as supplemented or amended.
2. "Hazardous Substance(s)" means any hazardous, toxic, radioactive or infectious substance, material, waste, pollutant, or contaminant as defined, listed or regulated under any Environmental Law, including asbestos and petroleum oil and its fractions.
3. "OSHA" means the Occupational Safety and Health Act (29 U.S.C. 651, et. seq.), and any similar federal, state or local law, as supplemented or amended.

VIII. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Client and SAPA, the risks have been allocated such that the Client agrees to limit the liability of SAPA and SAPA's consultants, officers, directors, partners, employees, licensed professionals, shareholders, and owners for any and all claims, losses, costs, damages of any nature whatsoever arising out of or relating to the project, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of SAPA and SAPA's consultants, officers, directors, partners, employees, licensed professionals, shareholders, and owners shall not exceed SAPA's total Fees for services on the project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising.

IX. INDEMNIFICATION

Notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SAPA, its officers, directors, employees, owners, and consultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this project, except for damages liabilities or costs resulting from the sole negligence of SAPA, its agents, employees or consultants.

X. SHOP DRAWING REVIEW, SITE VISITS

SAPA shall review and approve or take other appropriate action on the submittals of any contractor of Client, such as shop drawings, product data, samples and other data, but only for the limited purpose of checking for conformance with the design concept and the information shown in SAPA construction documents, if any. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Client or its contractor. SAPA's review shall be conducted with reasonable promptness while allowing sufficient time in SAPA's judgment to permit adequate review. Review of a specific item shall not indicate that SAPA has reviewed the entire assembly of which the item is a component. SAPA shall not be responsible for any deviations from the construction documents not brought to the attention of the SAPA in writing by the Client or its contractor. SAPA shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

If the scope of SAPA's services includes site visits or inspections, such shall be done to view generally the project work as of the time of the visit. SAPA shall not be obligated to make exhaustive or comprehensive site inspections to check the quality or quantity of project work. SAPA will inform Client or its contractor of any known deviations in the work at the project from SAPA design that are recognized by SAPA at a site visit.

XI. JOBSITE SAFETY

Neither the professional activities of SAPA, nor the presence of SAPA or its employees and consultants at a construction/project site, shall relieve the Client or its contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. SAPA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client acknowledges that it or its contractor shall be solely responsible for jobsite safety.

XII. DEFECTS IN SERVICE, CONTINGENCY, BETTERMENT

The Client shall promptly report to SAPA any defects or suspected defects in SAPA's services of which the Client or its contractor becomes aware, so that SAPA may take measures to minimize the consequences of such defect. SAPA shall not be liable for any damages to the extent they would have been eliminated or reduced had SAPA been promptly notified of a defect or suspected defect in SAPA's services.

The Client and SAPA agree that increased costs and changes in development, design, or construction may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by SAPA or its consultants, and, therefore, that the final development, design, and construction costs of the project may be greater than anticipated by Client. The Client agrees to set aside a reserve in the amount of 10% of the total project costs as a contingency to be used, as needed, to pay for any such increased costs and changes, including without limitation an increase in the costs of SAPA services. The Client further agrees to make no claim by way of direct or third-party action against SAPA or its consultants with respect to any such increased costs within the contingency because of such changes or because of any claims made by others (such as Client's contractor) relating to such costs or changes.

If due to negligence of SAPA or any of its consultants a required item or component of the project is omitted from Instruments of Service, SAPA shall not be responsible for paying the cost required to add such item or component to the extent that such cost would have been incurred to include the item or component in the first instance. In no event will SAPA be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project beyond the original requirements.

XIII. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

SAPA and the Client waive all claims for incidental, special, indirect or consequential damages arising out of or relating to the project, this Agreement, or any services or work of SAPA. This mutual waiver includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of productivity, loss of reputation and any other consequential damages that either party may incur from any cause of action including negligence, strict liability, breach of contract and breach of express or implied warranty.

XIV. CLIENT REPRESENTATIONS

Client shall provide SAPA access and right of entry to the subject property throughout the time of performance under the Agreement. Client will timely provide information and decisions as requested by SAPA so as not to delay performance of services by SAPA, and if requested by SAPA, shall designate a representative to whom all communications of SAPA to Client may be made, and SAPA may rely upon all communications from such representative as being duly authorized by Client. Upon request of SAPA, Client shall provide reasonable evidence that it has readily available funds to timely pay Fees and expenses of this Agreement. Unless included within the SAPA scope of services identified in the Proposal Letter, Client will furnish surveys, services, documentation, and information concerning the project and subject property as are necessary for performance by SAPA under the Agreement.

XV. ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; NO ASSIGNMENT

This Agreement (the accepted Proposal Letter, Appendix A, and any other Appendices or documents incorporated into the Proposal Letter) constitute the entire agreement and understanding between the parties and there are no other agreements, representations, warranties or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. The Agreement may not be modified except by a writing signed by SAPA and Client. North Carolina law shall govern this Agreement. Neither SAPA nor Client shall assign this Agreement or any interest herein without the written consent of the other.

XVI. WAIVER

The terms, covenants, representations, warranties and conditions of the Agreement can be waived only by written document executed by the party waiving compliance. Waiver of any party at any time or times of strict performance of any provision hereof shall not affect the right at a later time to strict enforcement. No waiver by any party of any condition or other breach of any terms, condition or representations in this Agreement in any one or more instances shall be deemed to be or construed a waiver of any other term, condition or representation of this Agreement.

XVII. SEVERABILITY

If any provision of this Agreement shall be determined to be contrary to law and unenforceable by a court of competent jurisdiction, the remaining provisions shall be severable and enforceable in accordance with their terms.

Village of Clemmons
Capital Project Ordinance
For
Access Road for Village Point

BE IT ORDIANED by the Governing Board of the Village of Clemmons, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project is hereby adopted.

SECTION 1. The project authorized is construction of new access road for Village Point development financed with NCDOT TIP U -5551 and Novant donation; total estimated project cost of \$3,800,000.

SECTION 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Road Construction	\$ 3,800,000
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SECTION 4. The following amounts are anticipated to be available to complete this project:

NCDOT TIP U-5551	\$ 1,900,000
Novant Donation	\$ 1,900,000

SECTION 5. The Village Manager and Finance Officer are hereby authorized to make any Fund or accounting adjustments necessary to establish, implement and maintain this Capital Project Fund.

SECTION 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursements requests should be made to the grantor agency in an orderly and timely manner.

SECTION 7. The Finance Officer is directed to report, on a monthly basis, on the financial status of this project.

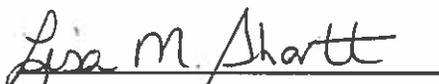
SECTION 8. The Finance Officer is directed to include a detailed analysis of past and future cost and revenues on this capital project in every budget submission made to this Board.

SECTION 9. Copies of this capital project shall be furnished to the Clerk, Finance Officer, and to the Budget Officer for direction in carrying out this project.

Adopted this 22th day of June, 2015



Nickolas B. Nelson
Mayor

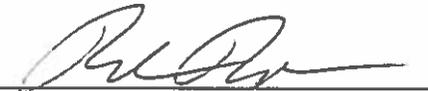
Attest:


Lisa M. Shortt
Village Clerk

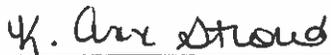
VILLAGE OF CLEMMONS
BUDGET AMENDMENT
FOR THE FISCAL YEAR ENDING JUNE 30, 2015

BE IT ORDAINED by the Village Council of the Village of Clemmons, North Carolina at a regular meeting on June 22, 2015 that the following Budget Amendment is adopted to amend the budget for Novant contribution to roundabout Harper and Peacehaven.

	Beginning Budget	Previous Amendment	Increase (Decrease)	Ending Budget
Appropriations				
Roundabout	\$ -	\$ -	\$ 160,000	\$ 160,000
Total Expenditures	\$ 5,892,710	\$ 81,304	\$ 160,000	\$ 6,134,014
Revenue				
Donation -Roundabout		\$ -	\$ 160,000	\$ 160,000
Total Revenues	\$ 5,892,710	\$ 81,304	\$ 160,000	\$ 6,134,014



Nickolas B. Nelson
Village Mayor



K. Ann Stroud, CPA
Village Finance Officer

Attest:



Lisa M. Shortt
Village Clerk