Agenda Packet - DRAFT
Village of Clemmons Council
Regular Meeting

July 10, 2023
AGENDA
REGULAR MEETING OF THE
VILLAGE OF CLEMMONS COUNCIL
JULY 10, 2023 at 6:00 p.m.

I. Call to Order & Pledge of Allegiance – Mayor Rogers

II. Public Comments

III. Minutes - Approval of Minutes – June 26, 2023 Regular Meeting

IV. Changes and/or Approval of the Agenda

V. Announcements

VI. Business – Action Items
   A. Public Hearing - Zoning Text Amendment to amend multiple sections in Chapter B of the Unified Development Ordinances. The text amendment is on file in the Village of Clemmons Planning Department and on the Village of Clemmons website (Zoning Docket UDO-90)

   Business – Information/Review Items for Future Action
   B. Marketing & Communications Director’s Report / Events Update
      • Clemmons Farmers Market is open seasonally on Saturdays from 8:30AM to 11:30AM at the Jerry Long Family YMCA located at 1150 S Peace Haven Road. The first Saturday of each month is Artisan Day at the Market. The Jerry Long Family YMCA is a tobacco, dog, and alcohol-free campus. NO PETS, PLEASE
      • Join the Village of Clemmons in celebrating kindness the entire month of July! Be on the lookout for Kindness Rocks, Facebook posts with daily ideas to spread kindness, and on overall call to celebrate and prioritize being kind to others.
      • Coffee with a Cop will be held on Tuesday, July 18th from 9AM – 10AM at Ketchie Creek Bakery and Café

      Details are available on the Village website and Facebook page regarding all our events.

   C. Manager’s Report
      1. Public Works – Quote Approval for Leaf Truck
      2. Resolution 2023-R-10 Electing to Become a Member of the Interlocal Risk Financing Fund of NC
      3. IRFFNC – Interlocal Agreement for a Group Self-Insurance Pool for Property and Liability Risk Sharing
      4. Grant Agreement Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program between the U.S Department of Transportation and the Village of Clemmons
      5. Resolution 2023-R-11 Supporting Vision Zero

   D. Council Comments

VII. Adjournment

Join Zoom Meeting
https://us02web.zoom.us/j/83225208581?pwd=azd1emdSdEpVUG5pOXZBYINJaGcwQT09
Meeting ID: 832 2520 8581  Passcode: 228758
The Village of Clemmons Council met on Monday, June 26, 2023, at 6 p.m. The meeting was held at the Village Hall, Clemmons, North Carolina. The following members were present: Mayor Rogers, Council Members Barson, Cameron, Combest, Taylor and Wrights. Attorney Brady Herman was also present.

**Call to Order & Pledge of Allegiance**
Mayor Rogers called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

**Public Comments**
There were three citizens in attendance. There were no individuals that spoke during public comments.

**Approval of the Minutes**
Council Member Cameron moved to approve the minutes of the June 12, 2023 regular meeting as presented. The motion was seconded by Council Member Taylor and unanimously approved.

**Additions and/or Approval of the Agenda**
Council Member Taylor moved to approve the agenda as presented. The motion was seconded by Council Member Cameron and unanimously approved.

**Announcements**
Mayor Rogers announce the Village of Clemmons offices will be closed on Tuesday, July 4, 2023 in observance of Independence Day (Trash pickup will be delayed 1 day for Tuesday – Friday pickups).

**Business – Action Items**

A. **Clemmons Fire Department Annual Report FY 2022-2023** – Chief Styers made a presentation on the annual report for the Clemmons Fire Department FY 2022-2023 (attached hereto as Exhibit A and incorporated as a part of the minutes). He also made a public announcement to be sure to check and replace smoke alarms (older than 10 years) and change batteries (every six months) as necessary. If anyone needs help with this, they can call the fire department for assistance.

B. **Call for Public Hearing - Zoning Text Amendment** to amend multiple sections in Chapter B of the Unified Development Ordinances. The text amendment is on file in the Village of Clemmons Planning Department and on the Village of Clemmons website (Zoning Docket UDO-90).

Council Member Cameron made a motion to Call for a Public Hearing on Zoning Text Amendment to amend multiple sections in Chapter B of the Unified Development Ordinances (C-UDO-90) on Monday, July 10, 2023 at 6pm at Village Hall. The motion was seconded by Council Member Taylor and unanimously approved.
C. Preliminary Major Subdivision Review for Allen Farms Subdivision by Jack Warren Griffith, Thomas Allen Griffith, and Wesley Van Griffith located on 8.53± acres zoned RS-9 to include 15 lots at 6773 Idols Road and shown as PIN 5892-12-6348 on a site plan map located in the Village of Clemmons Planning Department and on the Village of Clemmons website (Zoning Docket C-23-001) – Planner Moore presented to Council an overview of the subdivision request and stated Staff recommends approval and Planning Board unanimously recommended approval.

Council Member Cameron made a motion to approve Allen Farms Subdivision by Jack Warren Griffith, Thomas Allen Griffith, and Wesley Van Griffith located on 8.53± acres zoned RS-9 to include 15 lots at 6773 Idols Road and shown as PIN 5892-12-6348 (Zoning Docket C-23-001) as presented (attached hereto as Exhibit B and incorporated as a part of the minutes). The motion was seconded by Council Member Barson and unanimously approved.

Business – Information/Review Items for Future Action

D. Marketing & Communications Director’s Report / Events Update
   • Clemmons Farmers Market is open seasonally on Saturdays from 8:30AM to 11:30AM at the Jerry Long Family YMCA located at 1150 S Peace Haven Road. The first Saturday of each month is Artisan Day at the Market. The Jerry Long Family YMCA is a tobacco, dog, and alcohol-free campus. NO PETS, PLEASE
   • Join the Village of Clemmons in celebrating kindness the entire month of July! Be on the lookout for Kindness Rocks, Facebook posts with daily ideas to spread kindness, and on overall call to celebrate and prioritize being kind to others.
   • Coffee with a Cop will be held on Tuesday, July 18th from 9AM – 10AM at Ketchie Creek Bakery and Café in Clemmons

Details are available on the Village website and Facebook page regarding all our events.

E. Manager’s Report
   1. Historic Marker Recommendation and Options Discussion – Planner Moore presented to Council various potential locations that meet the criteria for a historic marker to be placed in Clemmons (attached hereto as Exhibit C and incorporated as a part of the minutes). He advised that the purpose of the historic marker program has gained significant popularity, drawing attention to important local sites that may not have received recognition otherwise. The structure, neighborhood, site, event, or organization where the marker will be located must be over 50 years old. A historic marker should be the appropriate form of recognition for the site and have historical or cultural significance to the Village of Clemmons. Staff’s recommendation for FY2023/2024 Historic Marker Location is Clemmons Milling Company – 4010 Hampton Road (Survey # FY3330).
Council Member Taylor made a motion to approve a historic marker be placed at Clemmons Milling Company – 4010 Hampton Road (Survey # FY3330) as presented. The motion was seconded by Council Member Barson and unanimously approved.

2. **Budget Amendment 23-G-6 Increasing Public Safety Mileage Adjustment**
   – Finance Officer Stroud advised Council that the sheriff’s office, per Randy Hunsucker, is indicating that the current miles are 53,000 miles over the original estimate which equals about $15,900 resulting in a needed increase to public safety in the budget for this amount.

Council Member Taylor made a motion to approve Budget Amendment 23-G-6 Increasing Public Safety for Mileage Adjustment as presented (attached hereto as Exhibit D and incorporated as a part of the minutes). The motion was seconded by Council Member Cameron and unanimously approved.

F. **Council Comments** – Mayor Rogers announced the ribbon cutting for Hallmark took place on Saturday, June 24, 2023 and welcomed them to Clemmons.

G. **Closed Session for Discussion of Property Acquisition in Accordance with NCGS 143-318.11(a)(5)** - Council Member Barson made a motion to enter Closed Session for Discussion of Property Acquisition in Accordance with NCGS 143-318.11(a)(5) at 6:35 p.m. The motion was seconded by Council Member Cameron and unanimously approved.

At 7:20 p.m., Mayor Rogers stated that by unanimous vote Council chose to reconvene the open session with no action taken.

**Adjournment**
Council Member Cameron moved to adjourn the meeting at 7:20 p.m. The motion was seconded by Council Member Barson and unanimously approved.

___________________________________
Michael Rogers
Mayor

ATTEST:

__________________________________
Lisa Shortt, NCCMC
Village Clerk
DOCKET: C-UDO-90

TO: Village Council

DATE: July 6, 2023

REQUEST

The purpose of this text amendment is to rectify numerical inconsistencies in the redevelopment standards, remove unenforceable occupancy standards for accessory dwelling units, and provide more specifications for the recently revised sign ordinance and the related nonconforming structures sections.

A more detailed table of the purposes for the proposed changes is presented on the following page.

APPLICABLE SECTIONS OF THE UDO:

The following sections are proposed for amendment:
- Chapter B, Article 1-5.5 Redevelopment
- Chapter B, Article 2-6.4 Accessory Uses
- Chapter B, Article 3-2.1 Sign Regulations
- Chapter B, Article 5-2.9 Amortization of Nonconforming Uses

CLEMMONS COMMUNITY COMPASS

This proposed amendment is related to the goals, objectives, and/or strategies in the Village’s Comprehensive Plan:
- Goal 1: Managed growth and balanced land use
- Goal 2: Revitalized Commercial Corridors
- Objective 3: Focus commercial development within activity centers
- Objective 26: Develop plan for streetscape restoration

STAFF RECOMMENDATION: APPROVAL
<table>
<thead>
<tr>
<th>UDO Section</th>
<th>Section Topic</th>
<th>Explanation of Changes</th>
</tr>
</thead>
</table>
| B.1-5.5    | Redevelopment                          | • Corrects conflicting numbers for redevelopment thresholds  
• Changes wording to be based off intensity of development rather than limiting changes based on site plan |
| B.2-6.4    | Accessory Dwelling Units               | Removes occupancy requirements for accessory dwelling units that are not compliant with North Carolina case law |
| B.3-2.1(B)(1)(a) | General Requirements                     | Fixes UDO citation                                                                       |
| B.3-2.1(B)(2)(b) | Temporary Signs                 | • Provides clarification for calculating duration of display and separation of display of temporary signs  
• Fixes area typo for temporary window signs  
• Provides specific timeframes for when Type 1 and Type 2 temporary can be displayed |
| B.3-2.1(B)(3) | Residential Use District Sign Regulation Table | • Clarify height limits related to sign types.  
• Correct sign dimensions to align with previous code.  
• Removed confusing footnote |
| B.3-2.1(B)(3) | Commercial Use District Sign Regulation Table |                                            |
| B.3-2.1(B)(3) | Industrial & Institutional Use District Sign Regulation Table |                                                                                     |
| B.5-2.9    | Amortization of Nonconforming Uses     | • Provides more clarification regarding reconstruction of non-conforming off-premises signs located within 660 feet of the centerline of I-40 |
Be it ordained by the Village Council of the Village of Clemmons, North Carolina, that the **Unified Development Ordinances** is hereby amended as follows:

**Section 1. Chapter B, Article I, Section 1-5.5 Redevelopment**

(A) These standards shall apply to all redevelopment activities as set forth in this section. Redevelopment is defined as one or more of the following:

1. Demolition of an existing building and rebuilding on the site.

2. Certain Thresholds
   - (a) Reconstruction of a building that is twenty-five percent (25%) or greater of than the original building footprint.
   - (b) Reconstruction of a property that increases the intensity of development by twenty-five percent (25%) or greater of the original site plan for parcels less than or equal to one (1) acre.
   - (c) Reconstruction of a property that increases the intensity of development by twenty-five percent (10%) or greater of the original site plan for parcels greater than one (1) acre.
   - (d) Cumulative additions that are twenty-five percent (25%) or greater of than the original building footprint.
   - (e) Cumulative additions that are increase the intensity of development by twenty-five percent (25%) or greater of over the original site plan for parcels less than or equal to one (1) acre.
   - (f) Cumulative additions that are increase the intensity of development by twenty-five percent (10%) or greater of over the original site plan for parcels greater than one (1) acre.
   - (g) Further additions are not permitted once the thresholds in (a) through (f) are met.

3. Cumulative addition or changes when ten (10) or more parking spaces are added to the site with no building.

4. Cumulative addition of façade changes of ten percent (10%) or more of any building wall facing a vehicular way intended for public travel regardless of ownership (e.g., adding or eliminating doors, windows, closings, openings, or increased wall area).

**Section 2. Chapter B, Article II, Section 2-6.4 Uses Which May Only Be Accessory to Principal Uses**

(B) Dwelling, Accessory (Attached)

1. Occupancy Requirements. A zoning permit for an attached accessory dwelling shall be conditioned upon the property owner signing a statement verifying that one of the occupancy requirements is being met. The zoning permit shall automatically terminate when the occupancy requirement is no longer met.
   - (a) At Least Fifty-Five (55) or Handicapped. The principal or accessory dwelling unit shall be occupied by a person at least fifty-five (55) years of age or handicapped; or,
   - (b) Relation. The principal dwelling unit or the attached accessory unit shall be occupied by the following categories of persons:
(i) Relative. Any relative under the civil law of the first, second, or third degree of kinship to the head of the household owning and occupying the principal dwelling on the lot, or to the spouse (whether living or deceased) of the head of the household;

(ii) Adopted Person. A son or daughter by legal adoption, or the adoptive parents of the head of the household or such person's spouse, whether spouse is living or deceased;

(iii) Other Dependent. A dependent of the head of the household or of such person's spouse as defined by the North Carolina Department of Revenue; or,

(iv) Servant. A servant employed on the premises and the servant's family, but only if such servant receives more than one-half of his/her annual gross income in return for services rendered on the premises.

(1) A zoning permit shall be issued by the Zoning Officer if all of the following requirements for the attached accessory dwelling unit are met.

(2) Structure. The principal building shall not be altered in any way so as to appear from a public street to be multiple family housing.

(a) Prohibited Alterations. Prohibited alterations include, but are not limited to: multiple entranceways, multiple mailboxes, or multiple nameplates.

(b) Access. Wherever feasible and consistent with the State Residential Building Code, access to the accessory dwelling unit shall be by means of existing doors.

(c) Stairways. No new stairways to upper floors are permitted on any side of a building which faces a public street.

(d) Utilities. Electric and/or gas utilities shall be supplied to both units through a single meter.

(3) Size of Unit. An attached accessory dwelling unit shall occupy no more than twenty-five percent (25%) of the heated floor area of the principal building, but in no case shall be greater than seven hundred fifty (750) square feet. The sum of all accessory uses, including home occupations, in a principal residential building shall not exceed twenty-five percent (25%) of the total floor area of the building.

(4) Parking. Parking for the attached accessory dwelling shall be served by the same driveway as the principal dwelling.

(5) Number of Accessory Dwellings. No more than one accessory dwelling, whether attached or detached, shall be located on a lot.

(C) Dwelling, Accessory (Detached)

(1) Occupancy Requirements. A special use permit for the detached accessory dwelling must be approved by the Board of Adjustment in accordance with the requirements of Article VI of this Ordinance. In addition, the applicant must submit a statement verifying that the occupancy requirements of this section are being met. The permit shall automatically terminate with the termination of occupancy by such persons. The principal dwelling unit or the detached accessory unit shall be occupied by the following categories of persons:

(a) Relative. Any relative under the civil law of the first, second, or third degree of kinship to the head of the household owning or occupying the principal dwelling on the lot, or to the spouse (whether living or deceased) of the head of the household;

(b) Adopted Person. A son or daughter by legal adoption, or the adoptive parents of the head of the household or such person's spouse, whether spouse is living or deceased;

(c) Other Dependent. A dependent of the head of the household or of such person's spouse as defined by the North Carolina Department of Revenue; or,

(d) Servant. A servant employed on the premises and the servant's family, but only if such servant receives more than one-half of his/her annual gross income in return for services rendered on the premises.

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(2) Dimensional Requirements. Any detached accessory dwelling shall comply with all dimensional requirements applicable to accessory structures in Sections B.3-1.2(F) and (G).

(3) Building Requirements. Any detached accessory dwelling shall comply with all building, plumbing, electrical, and other applicable codes, other than a manufactured housing unit.

(4) Manufactured Home. A Class A or B manufactured home may be used as a detached accessory dwelling in all districts where a conventional detached accessory dwelling is permitted, and a Class C manufactured home may be used as a detached accessory dwelling in the YR, AG, RS-40 and RS-30 Districts.

(5) Number of Accessory Dwellings. No more than one accessory dwelling, whether attached or detached, shall be permitted on the same lot.

Section 3. Chapter B, Article III, Section 3-2.1 Sign Regulations, (B) General Requirements, (1) Process, (a) Permit Required

(1) Sign Permit.

a. Development projects containing more than three (3) principal uses or establishments signs require a sign permit and a Comprehensive Sign Plan as outlined in section Section B.3-2.1(B)(7)(5)(a).

Section 4. Chapter B, Article III, Section 3-2.1 Sign Regulations, (B) General Requirements, (2) Permitted Signs, (b) Temporary Signs.

(1) Common Standards. All temporary signs shall comply with the following common standards:

a. Temporary signs shall be located on private property unless expressly permitted by this ordinance to be posted on public property.

b. All temporary signs shall be constructed of materials and printed with inks capable of withstanding normal weather conditions.

c. All temporary signs shall be anchored, attached, or otherwise affixed to a structure or supported so that the sign cannot be easily dislodged by strong winds or heavy rains.

d. Temporary signs shall not be affixed to a permanent sign or its supporting structure, including both building-mounted and freestanding permanent signs.

e. Temporary signs shall not be illuminated.

f. Where temporary signs are limited in the duration of their display and limited in the total number of displays per calendar year, any required period of separation between such displays shall carry through to the following calendar year and shall be observed prior to initiating the first allowed display during the new calendar year.

(2) Temporary signs not requiring a permit. The following temporary signs are permitted without a zoning permit in all zoning districts but shall be in conformance with all other requirements of this ordinance.

a. Incidental signs affixed to a building wall or similar permanent structure not legible or easily noticeable from adjacent properties, public property, or a public right-of-way.
b. Temporary signs affixed to the interior of windows may be displayed subject to the following provisions:
   
i. Temporary window signs exclude any sign which is permanently affixed to a window by means of chemical adhesion, painting, etching or similar means.
   
ii. Temporary window signs may not cover, in aggregate, more than twenty-five 25-percent (25%) of the glazed area of the window to which they are affixed.
   
iii. Temporary window signage shall not be affixed to the exterior of a window.

(3) Freestanding temporary signs not requiring a permit. Freestanding temporary signs permitted shall comply with the following standards:
   
a. General Provisions. The following standards shall apply to all Freestanding Temporary Signs:
   
i. Signs shall not be affixed to poles, posts, stakes or other supporting structures that are permanently installed or anchored into the ground through the use of concrete foundations or similar anchoring techniques.
   
ii. Signs other than Type 3 Freestanding Temporary signs shall be set back from the edge of the right-of-way by a minimum of five (5) feet.
   
iii. No more than one (1) Freestanding Temporary Sign may be displayed on a parcel or group of adjacent parcels under common ownership or tenancy at any given time, regardless of type, unless otherwise expressly permitted.

b. Type 1 Freestanding Temporary Signs. Signs in this category consist of small, temporary yard signs typically associated with (but not limited to) real estate advertisements, political campaigns, and meeting announcements. Unless otherwise regulated by specific regulations of this section, Type 1 signs associated with events may be displayed no sooner than two (2) weeks prior to the event and no longer than twenty-four (24) hours after the event ends. Such signs are also subject to N.C. Gen. Stat. section 136-32.

c. Type 2 Freestanding Temporary Signs. Signs in this category are large temporary signs typically associated with (but not limited to) the advertisement of large tracts of land for sale, construction and development activity, or commercial or industrial buildings for sale or lease. Unless otherwise specified, Type 2 signs shall not exceed sixteen (16) square feet in area and five (5) feet in height. Type 2 signs may be displayed for a maximum of twenty-four (24) consecutive months.

Section 5. Chapter B, Article III, Section 3-2.1 Sign Regulations, (B) General Requirements, (3) Permanent Signs Requiring a Permit

Permitted signs in Residential Districts (YR, RS, RM, MH)

(3) Sign Regulations: Residential Use District Standards.
TABLE 3.2.1(B)(3)A: SIGN REGULATIONS: RESIDENTIAL USE DISTRICTS

<table>
<thead>
<tr>
<th>Zone District</th>
<th>Sign Type</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ON-PREMISE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall</td>
<td>1</td>
<td>On structure</td>
</tr>
<tr>
<td>Ground</td>
<td>1</td>
<td>Along frontage</td>
</tr>
<tr>
<td>Cantilevered</td>
<td>1</td>
<td>Along frontage</td>
</tr>
<tr>
<td>Temporary Type 1</td>
<td>1</td>
<td>Minimum 5’ setback from the right-of-way</td>
</tr>
<tr>
<td>Temporary Type 2</td>
<td>1</td>
<td>Minimum 5’ setback from the right-of-way</td>
</tr>
<tr>
<td>Temporary Wall</td>
<td>1</td>
<td>On structure</td>
</tr>
<tr>
<td>RS, RM, MH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall</td>
<td>1*1</td>
<td>On structure</td>
</tr>
<tr>
<td>Ground</td>
<td>1*1</td>
<td>Along frontage</td>
</tr>
<tr>
<td>Cantilevered</td>
<td>1*1</td>
<td>Along frontage</td>
</tr>
<tr>
<td>Development Identification</td>
<td>1*1</td>
<td>Adjacent to the neighborhood entrance</td>
</tr>
<tr>
<td>Temporary Type 1</td>
<td>1</td>
<td>Minimum 5’ setback from the right-of-way</td>
</tr>
<tr>
<td>Temporary Type 2</td>
<td>1</td>
<td>Minimum 5’ setback from the right-of-way</td>
</tr>
<tr>
<td>Temporary Wall</td>
<td>1</td>
<td>On structure</td>
</tr>
</tbody>
</table>

* Attached and Freestanding sign in the YR, RS, RM and MH Districts are only allowed for the following uses. Agriculture production, Cemetery (licensed or unlicensed), Accessory use Daycare Centers, Churches or religious institutions (neighborhood or community), Fish hatchery, Golf course, Manufactured housing development, Park and shuttle lot, Residential subdivision or neighborhood entrance, riding stable, Shooting range (outdoor), Utilities, Recreational Facility (public), School (private or public), Police or fire stations, library (public).

* * One per street front or development entrance.

(c) Permitted signs in Commercial Use Districts (NO, LO, GO, NB, PB, LB, NBS, HB, GB, CB)

(1) Sign Regulations: Commercial Use District Standards.
<table>
<thead>
<tr>
<th>Zone District</th>
<th>Sign Type</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>ON-PREMISE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wall</td>
<td>Maximum Number* + Location</td>
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<tr>
<td>NO</td>
<td>Wall</td>
<td>On structure 1/business</td>
</tr>
<tr>
<td></td>
<td>Awning</td>
<td>On structure 1/business</td>
</tr>
<tr>
<td></td>
<td>Projecting</td>
<td>On structure 1/business</td>
</tr>
<tr>
<td></td>
<td>Shingle</td>
<td>On Structure 1/business</td>
</tr>
<tr>
<td></td>
<td>Ground</td>
<td>On structure 1/business</td>
</tr>
<tr>
<td></td>
<td>Temporary Type 1</td>
<td>Minimum 5’ setback from the right-of-way</td>
</tr>
<tr>
<td></td>
<td>Temporary Type 2</td>
<td>Minimum 5’ setback from the right-of-way</td>
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<tr>
<td></td>
<td>Temporary Wall</td>
<td>On structure 1/business</td>
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<tr>
<td>LO</td>
<td>Wall</td>
<td>On structure 1/business</td>
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<tr>
<td></td>
<td>Canopy</td>
<td>On structure 30% of the surface area of the canopy</td>
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<tr>
<td></td>
<td>Awning</td>
<td>On structure 30% of the surface area of the awning</td>
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<tr>
<td></td>
<td>Window</td>
<td>On structure 25% of the window area</td>
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<td></td>
<td>Projecting</td>
<td>On structure 1/building front</td>
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<td></td>
<td>Shingle</td>
<td>On structure 1/building front</td>
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<tr>
<td></td>
<td>Ground</td>
<td>Building footprint &lt; 4,000 sf</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Building footprint ≥ 4,000 sf</td>
</tr>
<tr>
<td></td>
<td>Cantilevered</td>
<td>Adjacent to frontage</td>
</tr>
<tr>
<td></td>
<td>Temporary Type 1</td>
<td>Minimum 5’ setback from the right-of-way</td>
</tr>
<tr>
<td></td>
<td>Temporary Type 2</td>
<td>Minimum 5’ setback from the right-of-way</td>
</tr>
<tr>
<td></td>
<td>Temporary Wall</td>
<td>On structure 1/building front</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>GO</th>
<th>Wall</th>
<th>1/building front</th>
<th>On structure</th>
<th>10% of the area wall on which it is placed (not to exceed 200 sf)</th>
<th>Yes</th>
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<tbody>
<tr>
<td></td>
<td>Canopy</td>
<td></td>
<td></td>
<td>30% of the surface area of the canopy</td>
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<tr>
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<td>Awning</td>
<td></td>
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<td>30% of the awning surface area of the awning</td>
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<tr>
<td></td>
<td>Window</td>
<td></td>
<td></td>
<td>25% of the window area</td>
<td>Yes</td>
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<tr>
<td></td>
<td>Projecting</td>
<td>4</td>
<td></td>
<td>$3.2-2.1(B)(3)(b)(2)(d)</td>
<td>Yes</td>
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<tr>
<td></td>
<td>Shingle</td>
<td>9</td>
<td></td>
<td>$3.2-2.1(B)(3)(b)(2)(e)</td>
<td>Yes</td>
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<tr>
<td>Crown</td>
<td>1/building façade, no more than 2/building</td>
<td>On structure</td>
<td>250 Max. 2.5% of the building facade (in addition to other building signs)</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Ground</td>
<td>1</td>
<td>Building footprint (&lt; 4,000 \text{ sf})</td>
<td>$6.18</td>
<td>5</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Building footprint (\geq 4,000 \text{ sf})</td>
<td>$4.36</td>
<td>10</td>
<td>Yes</td>
</tr>
<tr>
<td>Cantilevered</td>
<td>1 (if no ground or freestanding)</td>
<td>Adjacent to frontage</td>
<td>9</td>
<td>6-5</td>
<td>Yes</td>
</tr>
<tr>
<td>Temporary Type 1</td>
<td>1</td>
<td>Minimum 5’ setback from the right-of-way</td>
<td>6</td>
<td>4</td>
<td>No</td>
</tr>
<tr>
<td>Temporary Type 2</td>
<td>1</td>
<td>Minimum 5’ setback from the right-of-way</td>
<td>16</td>
<td>6-5</td>
<td>No</td>
</tr>
<tr>
<td>Temporary Wall</td>
<td>1</td>
<td>On structure</td>
<td>6</td>
<td>6</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<p>| NB | Wall | 1/business | On Structure | $4-3.2-2.1(B)(3)(b)(2)(e) | Yes |
|    | Projecting | 4 |              | $3-2.1(B)(3)(b)(2)(d) | Yes |
|    | Shingle |              |              | $3-2.1(B)(3)(b)(2)(b) | |
| Ground | Along frontage |              | 5 |
| Temporary Type 1 | 1 | Minimum 5’ setback from the right-of-way | 6 | 4 | No |
| Temporary Type 2 | 1 | Minimum 5’ setback from the right-of-way | 4 | 4-5 | No |
| Temporary Wall | 1 | On structure | 4 | 4 | Yes |
| Wall | On structure | 10% of the area wall on which it is placed (not to exceed 200 sf) | Yes |
| Canopy | On structure | 30% of the surface area of the canopy | Yes |
| Awning | On structure | 30% of the awning surface area of the awning | Yes |
| Projecting | On structure | 4 | 4-3-2.1(B)(3)(b)(2)(e) | Yes |
| Shingle | On structure | 25% percent of the max. permitted permanent wall signage (not to exceed 72 sf) | Yes |
| Crown | 1/building façade, no more than 2/building | On structure | 250 Max. 2.5% of the building facade (in addition to other building signs) | Yes |
| Ground | 1 | Building footprint &lt; 4,000 sf | 36-18 | 5 | Yes |
| Cantilevered | 1 (if no ground or freestanding) | Adjacent to frontage | 9 | 6-5 | Yes |
| Multi-tenant | 1/entrance to center | Adjacent to entrance | 36 | 10 | Yes |
| Development Identification | 1/Neighborhood entrance | Adjacent to the neighborhood entrance | 16 | 6 | Yes |
| Temporary Type 1 | 1 | Minimum 5’ setback from the right-of-way | 6 | 4 | No |
| Temporary Type 2 | 1 | Minimum 5’ setback from the right-of-way | 16 | 6-5 | No |
| Temporary Type 3 | 1/customer entrance | May not block the flow of pedestrian or vehicular traffic | 6 | 4 | No |
| Temporary Wall | 1 | On structure | 25% percent of the max. permitted permanent wall signage (not to exceed 72 sf) | Yes |
| Wall | 1/business | On structure | 10% of the area wall on which it is placed (not to exceed 200 sf) | Yes |
| Canopy | On structure | 30% of the surface area of the canopy | Yes |</p>
<table>
<thead>
<tr>
<th>Element</th>
<th>Area/Location</th>
<th>Percentage/Condition</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awning</td>
<td></td>
<td>30% of the awning surface area of the awning</td>
<td>Yes</td>
</tr>
<tr>
<td>Window</td>
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<td>25% of the window area</td>
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</tr>
<tr>
<td>Projecting</td>
<td>4</td>
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<td>Yes</td>
</tr>
<tr>
<td>Shingle</td>
<td>1/building front On structure Building footprint &gt; 4,000 sf</td>
<td>36-18</td>
<td>Yes</td>
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<tr>
<td>Ground</td>
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<td>Building footprint ≥ 4,000 sf</td>
<td>54-36</td>
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<tr>
<td>Cantilevered</td>
<td>1 (if no ground or freestanding)</td>
<td>Adjacent to frontage</td>
<td>6-5</td>
</tr>
<tr>
<td>Multi-tenant</td>
<td>1/entrance to center Adjacent to entrance</td>
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<td>Yes</td>
</tr>
<tr>
<td>Temporary Type 1</td>
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<td>Minimum 5’ setback from the right-of-way</td>
<td>6</td>
</tr>
<tr>
<td>Temporary Type 2</td>
<td>1</td>
<td>Minimum 5’ setback from the right-of-way</td>
<td>16</td>
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<tr>
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<td>1</td>
<td>On structure 25% percent of the maximum permitted permanent wall signage (not to exceed 72 sf)</td>
<td>Yes</td>
</tr>
<tr>
<td>Wall</td>
<td>1/business On structure</td>
<td>10% of the area wall on which it is placed (not to exceed 200 sf)</td>
<td>Yes</td>
</tr>
<tr>
<td>Canopy</td>
<td>1</td>
<td>30% of the surface area of the canopy</td>
<td>Yes</td>
</tr>
<tr>
<td>Awning</td>
<td>1</td>
<td>30% of the awning surface area</td>
<td>Yes</td>
</tr>
<tr>
<td>Window</td>
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<td>25% of the window area</td>
<td>Yes</td>
</tr>
<tr>
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<td>4</td>
<td>4-3-2.1(B)(3)(2) façade</td>
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<td>1/building front On structure Building footprint &gt; 4,000 sf</td>
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</tr>
<tr>
<td>Ground</td>
<td>1</td>
<td>Adjacent to entrance</td>
<td>54</td>
</tr>
<tr>
<td>Cantilevered</td>
<td>1 (if no ground or freestanding)</td>
<td>Adjacent to entrance</td>
<td>6-5</td>
</tr>
<tr>
<td>Development Identification</td>
<td>1/Neighborhood entrance Adjacent to the neighborhood entrance</td>
<td>16</td>
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<tr>
<td>Temporary Type 1</td>
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<td>Minimum 5’ setback from the right-of-way</td>
<td>6</td>
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<tr>
<td>Temporary Type 2</td>
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<td>Minimum 5’ setback from the right-of-way</td>
<td>16</td>
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<tr>
<td>GB, HB</td>
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</tr>
<tr>
<td>---</td>
<td>---</td>
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</tr>
<tr>
<td>Temporary Wall</td>
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<td>On structure</td>
<td>6</td>
</tr>
<tr>
<td>Wall</td>
<td>1/business</td>
<td>On structure</td>
<td>10% of the area wall on which it is placed (not to exceed 200 sf)</td>
</tr>
<tr>
<td>Canopy</td>
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<td></td>
<td>30% of the surface area of the canopy</td>
</tr>
<tr>
<td>Awning</td>
<td></td>
<td></td>
<td>30% of the surface area of the awning</td>
</tr>
<tr>
<td>Projecting</td>
<td></td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Shingle</td>
<td>1/building front</td>
<td>On structure</td>
<td>9</td>
</tr>
<tr>
<td>Crown</td>
<td>1/building façade, no more than 2/building</td>
<td>On structure</td>
<td>250. Maximum 2.5% of the building façade (in addition to other building signs)</td>
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<tr>
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<td>1</td>
<td>Building footprint &lt; 4,000 sf</td>
<td>18</td>
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<td></td>
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<td>Building footprint ≥ 4,000 sf &lt; 25,000 sf</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Building footprint ≥ 25,000 sf</td>
<td>54</td>
</tr>
<tr>
<td>Cantilevered</td>
<td>1 (if no ground or freestanding)</td>
<td>Adjacent to frontage</td>
<td>9</td>
</tr>
<tr>
<td>Multi-Tenant</td>
<td>1/entrance to center</td>
<td>Adjacent to entrance</td>
<td>36</td>
</tr>
<tr>
<td>Temporary Type 1</td>
<td>1</td>
<td>Minimum 5’ setback from the right-of-way</td>
<td>6</td>
</tr>
<tr>
<td>Temporary Type 2</td>
<td>1</td>
<td>Minimum 5’ setback from the right-of-way</td>
<td>16</td>
</tr>
<tr>
<td>Temporary Wall</td>
<td>1</td>
<td>On structure</td>
<td>25% percent of the maximum permitted permanent wall signage (not to exceed 72 sf)</td>
</tr>
</tbody>
</table>

**NOTES:** *± One per street front or development entrance.

*(E) Permitted signs in Industrial and Institutional Use Districts (LI, GI, IP)*

*(2) Sign Regulations: Industrial & Institutional Use District Standards.*

C-UDO-90 page 10
<table>
<thead>
<tr>
<th>Zone District</th>
<th>Sign Type</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>ON-PREMISE</td>
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<tr>
<td>LI</td>
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<tr>
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<td>Canopy</td>
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</tr>
<tr>
<td></td>
<td>Awning</td>
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</tr>
<tr>
<td></td>
<td>Projecting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shingle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ground</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cantilevered</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Temporary Type 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Temporary Type 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Temporary Wall</td>
<td></td>
</tr>
<tr>
<td>GI</td>
<td>Wall</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Canopy</td>
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<tr>
<td></td>
<td>Awning</td>
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</tr>
<tr>
<td></td>
<td>Projecting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shingle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Crown</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ground</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cantilevered</td>
<td></td>
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</tbody>
</table>

**TABLE 3-2.1(B)(3)C: SIGN REGULATIONS: INDUSTRIAL & INSTITUTIONAL USE DISTRICTS**

<table>
<thead>
<tr>
<th>Zone District</th>
<th>Sign Type</th>
<th>Standard</th>
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</thead>
<tbody>
<tr>
<td>ON-PREMISE</td>
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<tr>
<td>LI</td>
<td>Wall</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Canopy</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Awning</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Projecting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shingle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ground</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cantilevered</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Temporary Type 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Temporary Type 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Temporary Wall</td>
<td></td>
</tr>
<tr>
<td>GI</td>
<td>Wall</td>
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</tr>
<tr>
<td></td>
<td>Canopy</td>
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<tr>
<td></td>
<td>Awning</td>
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</tr>
<tr>
<td></td>
<td>Projecting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shingle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Crown</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ground</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cantilevered</td>
<td></td>
</tr>
</tbody>
</table>
Temporary Type 1 1 Minimum 5’ setback from the right-of-way 6 4 No
Temporary Type 2 1 Minimum 5’ setback from the right-of-way 16 6-5 No
Temporary Wall 1 On structure 25% percent of the maximum permitted permanent wall signage (not to exceed 72 sf) Yes

Wall 1/business On structure 10% of the area wall on which it is placed (not to exceed 200 sf) Yes
Canopy 30% of the surface area of the canopy Yes
Awning 30% of the surface area of the awning Yes
Window 25% of the window area Yes
Projecting 4-3-2.1(B)(3)(b)(2)(e) Yes
Shingle 1/building front On structure 3-3-2.1(B)(3)(b)(2)(b) Yes
Ground 1 Adjacent to frontage 18 5 Yes
Cantilevered 1 (if no ground or freestanding) Adjacent to frontage 9 6-5 Yes
Temporary Type 1 1 Minimum 5’ setback from the right-of-way 6 4 No
Temporary Type 2 1 Minimum 5’ setback from the right-of-way 16 6-5 No
Temporary Wall 1 On structure 25% percent of the maximum permitted permanent wall signage (not to exceed 72 sf) Yes

NOTES: One per street front or development entrance.
1. Lots located within four hundred (400) feet of the centerline of a freeway/expressway in the interstate system, except in any RM District, are permitted a sign height of thirty-five (35) feet.

Section 8. Chapter B, Article V, Section 5-2.9 Amortization of Nonconforming Uses

(A) Amortization Schedule

(1) On-Premises Signs.
   (a) Nonconforming Signs. One on-premises sign per zoning lot or business not conforming to these standards may be allowed to remain in its present location provided that the sign was legally erected in compliance with all laws existing prior to October 14, 1985, and provided that the owner filed notice with the City of Winston-Salem Inspections Division within ninety (90) days of that date. Said notice shall contain documentation on the location, height, size, and dimensions of the sign to remain, as well as a photograph showing the entire sign and its supporting structure. Said sign shall be allowed to remain at its present location for the remaining life of the sign, and any such sign removed, renovated, altered, destroyed, or damaged by fifty percent (50%) or more of its value shall not be rebuilt or replaced except in compliance with this Ordinance.

(2) Off-Premises Signs.
   (a) No amortization schedule shall apply to the non-conforming off-premises along both sides of the interstate (I-40) corridor from the eastern corporate limits to the western corporate limits.
(b) Except as provided above, issues of maintenance, damage, removal, repair, alteration, natural-destruction, and abandonment are controlled by Section 5-2.9(A)(1)(a) NONCONFORMING-USES and Chapter B section 3-2.1 (B) (7) Construction and Maintenance, for existing off-premise signs.

(a) Interstate Forty (I-40) Roadway Exception. No amortization schedule shall apply to the non-conforming off-premises located within six hundred sixty (660) feet of the centerline of the interstate (I-40) roadway to which they are oriented, from the Village of Clemmons eastern corporate limits to the Village of Clemmons western corporate limits.

   a. Reconstruction. Nonconforming off-premises signs located within six hundred sixty (660) feet of the centerline of the Interstate Forty (I-40) roadway that are damaged or destroyed by means of a severe, unanticipated natural event for which no human is responsible, provided such reconstruction shall be accomplished:

      i. Permit. Pursuant to a validly issued permit within two (2) years of the destruction of the structure or improvement; and

      ii. Location. Without any change in location; and

      iii. Time. Reconstruction completed within two (2) years from the issuance of a building permit.

This ordinance shall be effective upon adoption

Approval this______day of__________, 2023.

______________________________________________________________________________________

Michael Rogers, Mayor

Attest:

______________________________________________________________________________________

Lisa Shortt, Village Clerk
GOVERNING BOARD STATEMENT

Per G.S. §160D-605(a) “When adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive plan. The requirement for a plan consistency statement may also be met by a clear indication in the minutes of the governing board that at the time of action on the amendment the governing board was aware of and considered the planning board's recommendations and any relevant portions of an adopted comprehensive plan…The plan consistency statement is not subject to judicial review.”

On June 20, 2023, the Planning Board unanimously recommended approval of Zoning Docket C-UDO-90. The following is a written recommendation from the Planning Board to the Village Council addressing Community Compass plan consistency:

Planning Board-Adopted Consistency Statement for Unified Development Ordinances Text Amendment C-UDO-90:

The proposed unified development ordinance text amendment C-UDO-90 is consistent with the Village of Clemmons Community Compass. The text amendment addresses minor issues and typographical errors that were found during and shortly after the adoption of C-UDO-88 and C-UDO-89. Additionally, C-UDO-90 repairs several typographic found in previous amendments and removes occupancy requirements for accessory dwelling units that are not compliant with North Carolina case law.

- Applicable Clemmons Community Compass themes, goals, and objectives
  - Goal #1: Managed Growth and Balanced Land Use. This goal reads, in part, “Land development will be balanced …” and “A continuum of development forms will be found in Clemmons - from rural, to suburban, to village core.” The amended sign ordinance provides appropriate signage is quantity and size based on the type of development. Signs are calibrated to the type of development. For example, intense commercial uses may have relatively more and larger signs than residential and/or rural areas.
  - Goal #2: Revitalized Commercial Corridors “Mature commercial corridors, Lewisville-Clemmons Road and US-158, will be redeveloped and revitalized. These redesigned corridors will reflect our Village character and create a lasting experience and sense of place for visitors and residents. Development will be designed to accommodate vehicles, bicyclists and pedestrians and will employ human-scale designs that improve and beautify our streetscapes and gateway areas.” The amended sign ordinance reduces sign clutter and visual confusion, reflecting the character of the Village. Signs will be sized for the scale of development. Wayfinding and internal-circulation signs are permitted to aid motorists as well as pedestrians and bicyclists.
  - Goal #3: Wide Range of Housing Opportunities “Housing opportunities for all members of our community will be provided in Clemmons: rental apartments, starter, mid-level, and upscale homes, as well as senior housing.” The amendment clarifies accessory dwelling units language making it easier to understand how this housing type can be better utilized.
  - Objective #3: Focus commercial activity within activity centers. The proposed text amendments propose streamlined and much simpler standards for signage in commercial areas. Development with more than three buildings / uses will provide a unified sign plan that will cause all signs to have a similar style.
  - Objective #26: Develop plan for streetscape restoration. The proposed text amendments will reduce visual clutter. Signs will be sized appropriately. No permanent signs will be permitted to encroach in rights-of-
The following is a statement for Village Council to consider. The statement may be used, partially or in its entirety. Village Council may amend accordingly.

Consistency Statement for Unified Development Ordinances Text Amendment C-UDO-90:

The proposed unified development ordinance text amendment C-UDO-90 is consistent with the Village of Clemmons Community Compass. The text amendment addresses minor issues and typographical errors that were found during and shortly after the adoption of C-UDO-88 and C-UDO-89. Additionally, C-UDO-90 repairs several typographic found in previous amendments and removes occupancy requirements for accessory dwelling units that are not compliant with North Carolina case law.

- **Applicable Clemmons Community Compass themes, goals, and objectives**
  - Goal #1: Managed Growth and Balanced Land Use. This goal reads, in part, “Land development will be balanced …” and “A continuum of development forms will be found in Clemmons - from rural, to suburban, to village core.” The amended sign ordinance provides appropriate signage is quantity and size based on the type of development. Signs are calibrated to the type of development. For example, intense commercial uses may have relatively more and larger signs than residential and/or rural areas.
  - Goal #2: Revitalized Commercial Corridors “Mature commercial corridors, Lewisville-Clemmons Road and US-158, will be redeveloped and revitalized. These redesigned corridors will reflect our Village character and create a lasting experience and sense of place for visitors and residents. Development will be designed to accommodate vehicles, bicyclists and pedestrians and will employ human-scale designs that improve and beautify our streetscapes and gateway areas.” The amended sign ordinance reduces sign clutter and visual confusion, reflecting the character of the Village. Signs will be sized for the scale of development. Wayfinding and internal-circulation signs are permitted to aid motorists as well as pedestrians and bicyclists.
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  - Objective #3: Focus commercial activity within activity centers. The proposed text amendments propose streamlined and much simpler standards for signage in commercial areas. Development with more than three buildings / uses will provide a unified sign plan that will cause all signs to have a similar style.
  - Objective #26: Develop plan for streetscape restoration. The proposed text amendments will reduce visual clutter. Signs will be sized appropriately. No permanent signs will be permitted to encroach in rights-of-way. As noted above, multi-user developments will have uniform sign plans, further improving streetscape aesthetics.
Standard Features & Benefits

- 3-AXIS JOYSTICK CONTROLLED HYDRAULIC BOOM (UP/DOWN, LEFT/RIGHT, IN/OUT)
- 25 CUBIC YARD CAPACITY SELF-DUMPING HOPPER
- HYDROMECH VPD, VARIABLE POWER DIVIDER FOR SINGLE ENGINE OPERATION
- HOT-SHIFT VPD PTO - ENTER/EXIT WORK MODE ON THE FLY
- HYDROSTATIC DRIVE FAN DEVELOPS UP TO 150 HP
- IN-CAB HYDRAULIC MONITORING, PRESSURE AND TEMPERATURE FEEDBACK
- ECO MODE REDUCED FAN SPEED LOWERS FUEL CONSUMPTION, NOISE LEVEL, AND DUST LEVEL
- BOTTOM EXHAUST STREET SIDE DUST SUPPRESSION SYSTEM
- 11 GAUGE PERFORATED SCREENS WITH 3/16" HOLES
- 70-GALLON CHASSIS FUEL TANK

- BOXED PERFORATED PLEATED RADIATOR SCREEN
- 32" DIAMETER IMPELLER WITH SIX 3/8" THICK STEEL BLADES
- 16 X 144 URETHANE SUCTION HOSE
- HOPPER CONSTRUCTED OF 12-GAUGE STEEL
- TOP HINGED REAR DOOR WITH HYDRAULIC DOOR LOCKS
- LED DOT LIGHTS AND TWO OVAL LED FLASHER LIGHTS AT REAR
- LIGHT BAR ON HOPPER NOSE CONE WITH 4 FRONT FACING FLASHING AMBER LEDS
- POLY FENDERS ON REAR WHEELS
- REAR VIEW COLOR CAMERA WITH 5.6 SCREEN
- PAINT: HOPPER WHITE / ENGINE AND VACUUM BLOWER HOUSING BATTLESHIP GREY
- CHASSIS FRAME UNDERSIDE OF HOPPER PAINTED GLOSS BLACK

CIE Pro Package Inclusions

- FREIGHTLINER M2-106 33K GVWR, 25 YD

Selected Options

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
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</thead>
<tbody>
<tr>
<td>LED TRAFFIC DIRECTIONAL LIGHT BAR ON REAR DOOR</td>
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</tr>
<tr>
<td>TWO SURFACE MOUNTED LED FLASHERS IN FRONT BUMPER</td>
<td>1</td>
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Discounts / Trades

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>NCSA CONTRACT #23-07-0421</td>
<td>$19,320.85</td>
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Machine (Qty: 1): $318,700.00
Options: $1,881.31
Total: $320,581.31
Discounts & Trades: $19,320.85

Machine #1 Subtotal*: $302,693.38

* This amount does not include any applicable sales tax.
RESOLUTION ELECTING TO BECOME A MEMBER OF THE INTERLOCAL RISK FINANCING FUND OF NC

WHEREAS, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA and have agreed to pool the risks of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 et seq. (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the Village of Clemmons elects to become a member of the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA upon the terms and conditions stated in the “Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing,” with such future policy renewals constituting a continuing ratification of this decision to be a member of the Fund and to abide by the terms and conditions of the Interlocal Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the duly authorized officials of the Village of Clemmons to execute in the name of said unit the “Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing,” a copy of which is attached to and made a part of this Resolution.

I certify that this is a true and correct copy of this Resolution, duly adopted by the Village of Clemmons on the 10th day of July, 2023 as it appears in its official minutes.

Village of Clemmons

_________________________________
Michael K. Rogers, Mayor

ATTEST:

___________________________
Lisa Shortt, Village Clerk
INTERLOCAL AGREEMENT FOR A GROUP SELF-INSURANCE POOL
FOR PROPERTY AND LIABILITY RISK SHARING

This Agreement, made and entered into in duplicate originals this 10th of July, 2023, by and between all the parties who are now or may hereafter become members of the Interlocal Risk Financing Fund of North Carolina (hereafter referred to as the “Fund”):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to create the Fund and have agreed to pool the risk of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 et seq. (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Fund have agreed upon designation of a Board of Trustees to direct the affairs of the Fund, to adopt rules, regulations, policies, and by-laws for implementing and administering the Fund, and to pass upon the admissibility of future members of the Fund; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Fund, subject to the provisions of this Agreement and the policies adopted by the Board of Trustees of the Fund; and

WHEREAS, by this Agreement the Fund will undertake to discharge, solely from the Assets of this Fund, certain claims against any member of the Fund, when said claims come within the rules of the Fund, and when said claims are determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Fund agree to pay premiums and/or contributions based upon appropriate classifications, rates, and loss experience, and other criteria established by the Board of Trustees, out of a portion of which the Fund will establish and maintain a fund for the payment of the claims, awards, and attorney’s fees and further, that the members covenant and agree that there will be no disbursements out of the fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Fund, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:
SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Fund established by the signatories hereto is to allow members to operate a pool for property and liability risk sharing, including but not being limited to the following risks and coverages: automobile liability; automobile physical damage; comprehensive general liability; property and inland marine; boiler and machinery; fidelity bonds; crime; police professional liability, and public officials and employment practices liability (with such exclusions, exemptions, and limitations as are specified in the regulations or schedules of coverage adopted by the Board of Trustees). To this end, the Fund shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League’s Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees: the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

SECTION II. TRUSTEES’ POWERS, DUTIES, LIABILITY, AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Fund;

2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;

3. To ensure that all valid claims are promptly paid;

4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Fund and the Fund;

5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Fund; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; obtain excess insurance or reinsurance coverage, if available, designed to protect the Fund against excess losses; invest the assets of the Fund; provide loss control and other risk management services for the Fund and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Fund;

6. To lease or rent real and personal property it deems to be necessary;
7. To borrow or raise monies for the purpose of the Fund to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;

8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;

9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and

10. To take all necessary precautions to safeguard the assets of the Fund.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Fund money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Fund shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys’ fees) and against all liability, losses, and damages of any nature whatsoever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Fund money or failure to invest.

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, lawful claims will be paid from the assets of the Fund pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Fund shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Fund and a member, or such other criteria as may be established by the Board of Trustees. The types and level of coverage for each member shall be shown on a Coverage Document provided to each member. The Fund shall pay all claims...
(less the applicable deductible) for which each member incurs liability during each member’s period of membership except where a member has individually retained the risk, where the risk is not covered, and except for amount of claims above the coverage provided by the Fund. The schedule so established may, from time to time, be amended by the Board of Trustees (but not during any coverage period) to sustain the financial integrity of the Fund or to reflect the desires of the members as determined by the Board of Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Fund and contributing to the Fund shall be liable to the Fund, to any other member, or any claimant against the Fund, except for the payment of the premiums and/or contributions and deductibles provided for in its application for membership and joinder in the Fund, for annual premiums and/or contributions for continued membership as determined by the Trustees, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The North Carolina League of Municipalities, an unincorporated association with offices at 215 North Dawson Street, Raleigh, North Carolina, 27603, is designated as the Administrator of the Fund. Subject to the services and sponsorship agreement between the Administrator and the Fund, the Administrator shall provide day-to-day management of the Fund and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Fund’s purpose. The Administrator shall deposit to the account of the Fund at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Fund. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.
SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION

All members of the Fund hereby agree that the Trustees may admit as members of this Fund only the units of local government set forth in North Carolina General Statutes 160A-460 et seq. (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section VII (i) of this Agreement, a member may be suspended or expelled by the Trustees from the Fund only after forty-five (45) days’ notice has been delivered to the member in accordance with Section XV of this Agreement. No payment shall be required by the Fund as a result of any claim occurring after forty-five (45) days’ notice has been delivered to the member in accordance with Section XV of this Agreement.

SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS; MEMBERS’ RESPONSIBILITIES

The rules, regulations, policies, and bylaws for the administering of the Fund and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Fund agrees as follows.

(a) To make prompt payment of all premiums and/or contributions as required by the Trustees;

(b) To (and they do hereby) appoint the Trustees and the Administrator, as its agent and attorney-in-fact, to act on its behalf and to execute all contracts, reports, waivers, agreements, excess insurance or reinsurance contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, insofar as they affect its liability for claims and awards and as covered by the terms of the Agreement and the rules, regulations, policies, and by-laws as now provided or as hereafter promulgated by the Trustees;

(c) In the event a claim is reported to or is known by a member, to give immediate notification of the claim to the Administrator in the manner prescribed by the Trustees;

(d) To permit the Fund to defend in the name of and on behalf of the members any suits or other proceedings which may at any time be instituted against them concerning claims for which the Fund may be obligated to make payment (although such suits, other proceedings, allegations, or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments or costs taxed against members in any legal proceeding which is so defended at the direction of the Fund, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Fund for investigation, negotiation, or defense. It is agreed that the Fund shall make all final decisions regarding the legal defense of claims,
and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Fund shall be at the sole cost of the settling member without any reimbursement or other resources from the Fund; and, may be grounds for expulsion of the member from the Fund;

(c) To cooperate in all respects with the Fund, the Trustees, the Administrator, and any contractors of the Fund in carrying out the purposes of this Agreement;

(f) In the event of the payment of any loss by the Fund under this Agreement, the Fund shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event, the member agrees to render all reasonable assistance to affect recovery;

(g) To follow any reasonable safety, loss prevention, loss control, and risk management recommendations of the Trustees, the Administrator, or contractors of the Fund in order to minimize claims against and losses of the Fund;

(h) The Trustees, the Administrator, and any contractors of the Fund shall be permitted at all reasonable times to inspect the real and personal property, work places, plants, works, machinery, and appliances of each member covered by this Agreement, and shall be permitted at all reasonable times within two years after the final termination of a member’s membership to examine the member’s books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the premiums and/or contributions that are payable under the terms hereof;

(i) Risk sharing by the Fund under the terms of this Agreement shall begin upon payment of the premium and/or contribution by that member to the Fund. Risk sharing by this Fund under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Fund upon thirty (30) days’ notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XV of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Fund as a result of any covered loss of the expelled member occurring after 30 days’ notice has been delivered to the expelled member in accordance with Section XV of this Agreement;

(j) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Fund, the member shall pay its pro rata share of any assessment relating to the member’s period of enrollment; and

(k) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least the annual premium and/or contributions for the coverage provided by the Fund. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Fund shall automatically cease.
SECTION VIII. ALLOCATION OF MONIES

The Trustees are authorized to set aside from the premiums and/or contributions collected from members a reasonable sum for the operating and administrative expenses of the Fund. All remaining monies coming into their hands during any fiscal year of the Fund shall be set aside and shall be used only for the following purposes:

(a) Disbursement to establish a reserve for payments of covered claims and expenses and required settlements, awards, judgments, legal fees, and costs in all contested cases to the extent provided herein;

(b) Payment of such compensation to the Administrator as shall be determined from time to time by written agreement between the Administrator and the Trustees;

(c) Payment of all costs of all bonds and auditing expenses required of the Fund, the Administrator, or its agents or employees; and

(d) Distribution to members in such manner as the Trustees shall deem to be equitable of any excess monies remaining after payment of claims and expenses and after provision has been made for open claims and outstanding reserves; provided, however, that no such distributions shall be made earlier than twelve (12) months after the end of a Fund Year. Undistributed excess funds from previous Fund Years may be distributed at any time if they are not required as reserves and if approved for distribution by the Trustees.

Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Fund as set out hereinabove will be accumulated in the Fund or distributed to the member units at the discretion of and in the manner provided by the Trustees.
SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS’ WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS WRITTEN NOTICE OF WITHDRAWAL

The Fund shall operate on a fiscal year from 12:01 a.m. July 1st, to midnight of June 30 of the succeeding year (the “Fund Year”). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Fund Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Fund by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XV of this Agreement thirty (30) days’ prior to the last day, June 30, of the Fund Year). Failure to provide thirty (30) days’ written notice shall subject the member to the assessment of an exiting fee constituting two percent (2%) of the premium for that Fund Year.

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in the Fund and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement or of any plan, coverage, product or service provided by the Fund on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or year. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

SECTION XI. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE FUND; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Fund has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the Fund shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Fund by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the Fund shall continue to be used and applied, to the extent available, for the

(a) payment of claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and

(b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Fund shall revert to the members of the Fund as of the date of termination pro-rata to the annual premium and/or contributions of said members paid in the year of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the Trustees shall continue to serve for such a period of time and to the extent necessary to effectuate termination of the Fund.
SECTION XII. AMENDMENT OF AGREEMENT

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Fund during the current Fund Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not more than 30 days after adoption.

SECTION XIII. HEADINGS

Headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XIV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 et seq. (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement’s clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.
SECTION XV. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Fund who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member’s postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member’s chief administrative official as shown on the records of the Administrator and the member’s postal mailing address, facsimile number and electronic mail address shall be that as provided by the member on its most recent application. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

Executive Director
North Carolina League of Municipalities
434 Fayetteville Street, Suite 1900
Raleigh, North Carolina 27601
Facsimile number: 919-301-1053
Electronic address: RMSnotifications@ncelm.org
IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Fund and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the Interlocal Risk Financing Fund of North Carolina have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

WITNESS:

INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA

__________________________________________

BY: _________________________________________

Chair

Board of Trustees

NORTH CAROLINA LEAGUE OF MUNICIPALITIES

__________________________________________

BY: _________________________________________

Executive Director Administrator

Village of Clemmons

__________________________________________

BY: _________________________________________

Lisa Shortt, Village Clerk

Michael K. Rogers, Mayor

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

7/10/2023

[Signature]
1. Award No. 
   693JJ32340276

4. Award To 
   Village of Clemmons
   3715 Clemmons Road
   Clemmons, NC 27012

   Unique Entity Id.: L44NFHLKM8H6
   TIN No.: 56-1552511

2. Effective Date 
   See No. 17 Below

3. Assistance Listings No. 
   20.939

5. Sponsoring Office 
   U.S. Department of Transportation
   Federal Highway Administration
   Office of Safety
   1200 New Jersey Avenue, SE
   HSSA-1, Mail Drop E71-117
   Washington, DC 20590

6. Period of Performance 
   Effective Date of Award – 23 months

7. Total Amount 
   Federal Share: $160,000.00
   Recipient Share: $40,000.00
   Other Federal Funds: $0
   Other Funds: $0
   Total: $200,000.00

8. Type of Agreement 
   Grant

9. Authority 
   Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)

    HSSP230341PR

11. Federal Funds Obligated 
    $160,000

12. Submit Payment Requests To 
    See article 20.

13. Payment Office 
    See article 20.

14. Accounting and Appropriations Data 
    15X0173E50.0000.055SR10500.5592000000.41010.61006600.0000000000.0000000000.

15. Description of Project 
    Village of Clemmons: Safe Streets and Roads for All Action Plan

RECIPIENT

16. Signature of Person Authorized to Sign
    _________________________________ 
    Signature            Date 
    Name: 
    Title: 

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer
    _________________________________ 
    Signature            Date 
    Name: 
    Title: Agreement Officer
This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the Village of Clemmons (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the Village of Clemmons: Safe Streets and Roads for All Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.
ARTICLE 2  
APPLICATION, PROJECT, AND AWARD  

2.1 Application.  
Application Title: Village of Clemmons: Safe Streets and Roads for All Action Plan  
Application Date: September 13, 2022  

2.2 Award Amount.  
SS4A Grant Amount: $160,000  

2.3 Award Dates.  
Period of Performance End Date: See Section 6 on page 1  

2.4 Budget Period  
Budget Period End Date: See Section 6 on page 1  

2.5 Action Plan Grant or Implementation Grant Designation.  
Designation: Action Plan  

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.  

ARTICLE 3  
SUMMARY PROJECT INFORMATION  

3.1 Summary of Project’s Statement of Work.  
Action Plan Grants assist communities that do not currently have a roadway safety plan in place to reduce roadway fatalities, laying the groundwork for a comprehensive set of actions. It also provides funding to communities that want to build upon an existing roadway safety plan.  

3.2 Project’s Estimated Schedule.  
ACTION PLAN SCHEDULE  

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<tr>
<th>Milestone</th>
<th>Schedule Date</th>
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<tbody>
<tr>
<td>Planned Draft Action Plan Completion Date:</td>
<td>February 28, 2025</td>
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3.3 **Project’s Estimated Costs.**

(a) Eligible Project Costs

<table>
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<th>Eligible Project Costs</th>
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<tr>
<td>SS4A Grant Amount:</td>
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<td>Other Federal Funds:</td>
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<td>State Funds:</td>
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<td>Local Funds:</td>
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<td><strong>Total Eligible Project Cost:</strong></td>
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(b) Supplemental Estimated Budget

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<th>Non-Federal Share</th>
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<td>Equipment</td>
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<td>$0.00</td>
<td>$20,000.00</td>
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<tr>
<td>Supplies</td>
<td>$5,000.00</td>
<td>$0.00</td>
<td>$5,000.00</td>
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<tr>
<td>Contractual/Consultant</td>
<td>$130,000.00</td>
<td>$0.00</td>
<td>$130,000.00</td>
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<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$160,000.00</strong></td>
<td><strong>$40,000.00</strong></td>
<td><strong>$200,000.00</strong></td>
</tr>
</tbody>
</table>

**ARTICLE 4**

**RECIPIENT INFORMATION**

4.1 **Recipient’s Unique Entity Identifier.**

L44NFHLKM8H6

4.2 **Recipient Contact(s).**

Doug Moore
Planning and Community Development Director
4.3 Recipient Key Personnel.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title or Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doug Moore</td>
<td>Planning and Community Development Director</td>
</tr>
<tr>
<td>Mike Gunnell</td>
<td>Village Administrator</td>
</tr>
<tr>
<td>Amy Flyte</td>
<td>Assistant Village Administrator</td>
</tr>
<tr>
<td>Ann Stroud</td>
<td>Finance Director</td>
</tr>
<tr>
<td>Steve Gearren</td>
<td>Public Works Director</td>
</tr>
<tr>
<td>Lisa Shortt</td>
<td>Village Clerk</td>
</tr>
<tr>
<td>Caroline Drake</td>
<td>Planner</td>
</tr>
</tbody>
</table>

4.4 USDOT Project Contact(s).

Jessica G. Rich
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
404 BNA Drive, Suite 508
Nashville, TN 37217
(615) 695-4096
Jessica.rich@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO) and Agreement Specialist (AS)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
720-963-3589
Ashley.Cucchiarelli@dot.gov
and

John Sullivan
Agreement Officer’s Representative (AOR)
Division Administrator
North Carolina Division Office
310 New Bern Ave, Ste 410
Raleigh, NC 27601
(919) 856-4346
john.sullivan@dot.gov

and

Lorraine Moyle
North Carolina Division Office Point of Contact
Discretionary Grant Program Coordinator
310 New Bern Ave, Ste 410
Raleigh, NC 27601
(919) 747-7353
Lorraine.moyle@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.


SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply
to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient’s submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/subrecipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the Agreement Officer’s Representative (the “AOR”) reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-e invoicing-system.html) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management  
US Department of Transportation,  
Office of Financial Management B-30, Room W93-431  
1200 New Jersey Avenue SE  
Washington DC 20590-0001

or
DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].

6.2 The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.

6.3 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.4 There are no other special grant requirements for this award.
ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Corporate limits of the Village of Clemmons.

Baseline Measurement Date: August 1, 2023

Baseline Report Date: October 1, 2023

Table 1: Performance Measure Table

<table>
<thead>
<tr>
<th>Measure</th>
<th>Category and Description</th>
<th>Measurement Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equity</td>
<td>Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT</td>
<td>End of period of performance</td>
</tr>
<tr>
<td>Costs</td>
<td>Project Costs: Quantification of the cost of each eligible project carried out using the grant</td>
<td>End of period of performance</td>
</tr>
<tr>
<td>Lessons Learned and Recommendations</td>
<td>Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.</td>
<td>End of period of performance</td>
</tr>
</tbody>
</table>
ATTACHMENT B
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See section 10.1.

Scope:

Schedule:

Budget:

The table below provides a summary comparison of the project budget.

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Application</th>
<th>%</th>
<th>Section 3.3</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previously Incurred Costs (Non-Eligible Project Costs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federal Funds</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Total Previously Incurred Costs</td>
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<td></td>
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</tr>
<tr>
<td>Future Eligible Project Costs</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>SS4AFunds</td>
<td></td>
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<td>Other Federal Funds</td>
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<td>Non-Federal Funds</td>
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<td></td>
</tr>
<tr>
<td>Total Future Eligible Project Costs</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Project Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

| A racial equity impact analysis has been completed for the Project. (Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.) |  
|---|---|
| The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. (Identify the relevant programs, plans, or policies in the supporting narrative below.) |  
| The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. (Identify the relevant investments in the supporting narrative below.) |  
| The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. (Identify the new or improved access in the supporting narrative below.) |  
| The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. (Identify the new or improved access in the supporting narrative below.) |  
| The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below. |  
| The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below |  
| The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award. |  

2. Supporting Narrative.

The Village Clemmons project is the development of a Safe Streets and Roads for All Action Plan. The approach that we plan to use to improve racial equity and reduce barriers to opportunities is to seek input from underserved community members throughout the development of the plan. Additionally, we will include in our plan implementation strategies specifically devoted to removing and/or reducing racial equity
and barriers to opportunities. The request for proposals “RFP” and scope of work for our project will include these requirements for strategies and performance matrixes to track our success in reaching these objectives.

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

[Signature]

7/10/2023
Resolution Number 2023-R-11
Resolution Supporting Vision Zero

WHEREAS, according to data from the National Highway Traffic Safety Administration, last year in 2022, an estimated 42,795 people were killed in traffic collisions in the United States, with 1,667 fatalities within the state of North Carolina; and

WHEREAS, deaths and serious injuries on our roadways are unacceptable as crashes are preventable; and

WHEREAS, streets and transportation systems have traditionally been designed primarily for maximum motor vehicle capacity and mobility rather than the safe accommodation of all modes and users; and

WHEREAS, the Village of Clemmons is dedicated to seeking strategies to eliminate deaths and serious injuries and to improve transit, pedestrian, bicyclist, and roadway safety in its community; and

WHEREAS, making streets safer for all people using all modes of transportation will encourage people to travel on foot or by bicycle, which supports a healthier, more active, which will contribute to the Village of Clemmons’s ability to foster thriving, healthy, livable neighborhoods; and

WHEREAS, Vision Zero is a holistic strategy aimed at eliminating all traffic fatalities and severe injuries suffered by all road users while increasing safe, healthy, equitable mobility for all; and

WHEREAS, Vision Zero provides a framework for reducing traffic deaths to zero and increasing roadway safety through a combination of education, engineering, encouragement, evaluation, and enforcement; and

WHEREAS, Vision Zero resolutions have been adopted by many jurisdictions across both North Carolina and the United States;

NOW, THEREFORE, BE IT RESOLVED that the Village Council agrees upon the goal to reduce roadway fatalities and serious injuries to zero within the Village of Clemmons by 2034; and endorses Vision Zero as a comprehensive and holistic approach to achieving this goal.

BE IT FURTHER RESOLVED that the Village Council declares that where feasible, Vision Zero is the village-wide guiding principle for transportation, planning, designing streets and sidewalks, maintaining public rights-of-way, and enforcing traffic.

BE IT FURTHER RESOLVED that the Village Council requests that the Village Manager, or his designee, establish an Interdepartmental staff Vision Zero Task Force charged with establishing a shared understanding of Vision Zero and tasked with the development and implementation of a Safe Streets Four All Action Plan that supports reaching the goal of zero deaths and serious injuries by 2034.

Adopted this the 10th day of July 2023.

ATTEST:

_______________________________
Michael K. Rogers, Mayor

_______________________________
Lisa Shortt, Village Clerk
A PRIMER ON VISION ZERO
Advancing Safe Mobility for All

What is Vision Zero?

Vision Zero is a strategy to eliminate traffic fatalities and severe injuries among all road users, and to ensure safe, healthy, equitable mobility for all. First implemented in Sweden in the 1990s, where traffic deaths have been cut in half even while the number of trips increased, Vision Zero is gaining momentum across the globe, including in many U.S. communities.

Each year in the U.S., more than 40,000 people — an average of 100 people per day — are needlessly killed, and millions more are injured, in traffic crashes. While often referred to as “accidents,” the reality is that we can prevent these tragedies by taking a proactive, preventative approach that prioritizes traffic safety as a public health issue.

Changing the Status Quo - A New Vision for Safety

Vision Zero starts with the ethical belief that everyone has the right to move safely in their communities, and that system designers and policymakers share the responsibility to ensure safe systems for travel.

The Vision Zero approach recognizes that people will sometimes make mistakes, so the road system and related policies should be designed to ensure those inevitable mistakes do not result in severe injuries or fatalities. This means that system designers and policymakers are expected to improve the roadway environment, policies (such as speed management), and other related systems to lessen the severity of crashes.
What a Commitment to Vision Zero Means
Vision Zero is not a slogan, not a tagline, not even just a program. It is a fundamentally different way to approach traffic safety. Communities that want to succeed at Vision Zero need to acknowledge that business as usual is not enough and that systemic changes are needed to make meaningful progress. Effective communities will recognize and commit to core Vision Zero principles and strategies.

Committing to Vision Zero will take the following strategies:
» Building and sustaining leadership, collaboration, and accountability – especially among a diverse group of stakeholders to include transportation professionals, policymakers, public health officials, police, and community members;
» Collecting, analyzing, and using data to understand trends and potential disproportionate impacts of traffic deaths on certain populations;
» Prioritizing equity and community engagement;
» Managing speed to safe levels; and
» Setting a timeline to achieve zero traffic deaths and serious injuries, which brings urgency and accountability, and ensuring transparency on progress and challenges.

Key among Vision Zero priorities are managing speed, centering equity, and engaging the community.

Managing Speed
Speeding kills more than 10,000 people each year in the U.S. – on par with drunk driving – yet, the act of speeding does not carry the same social consequences as drunk driving. Vision Zero calls on communities to prioritize safe speeds through safe street design, automated speed enforcement (or safety cameras), and setting safe speed limits.

Centering Equity
Safe mobility is a basic right, and Vision Zero is based on the premise that all people have the right to move about safely. Vision Zero communities should invest in proven safety strategies with a focus on ensuring equity. This includes identifying communities or populations that are disproportionately impacted by traffic deaths and serious injuries, and prioritizing roadway safety investments in these areas. It also means that if police are involved in Vision Zero, the community should make a public commitment to fair and equitable enforcement and ensure transparency and accountability on this commitment.

Engaging Communities
When it comes to experience and knowledge of how a neighborhood works, no one knows better than the people who live there. Assessing which needs are greatest requires complementing a data-driven approach with robust community engagement. The Vision Zero Network recommends working with and supporting community based organizations who have established trust and relationships with residents.