



## **REGULAR MEETING OF THE VILLAGE OF CLEMMONS COUNCIL January 25, 2021**

The Village of Clemmons Council met on Monday, January 25, 2021, at 6 p.m. The meeting was held at the Village Hall, Clemmons, North Carolina. The following members were present: Mayor Wait, Council Members Barson, Binkley, Cameron, Rogers and Wrights. Attorney Elliot Fus was also present.

### **Call to Order & Pledge of Allegiance**

Mayor Wait called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

### **Public Comments**

There was one citizen 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 January 11, 2021 regular meeting as presented. The motion was seconded by Council Member Barson and unanimously approved.

### **Approval of the Agenda**

Mayor Wait advised of the following changes to the agenda:  
Add Item 3. "TAC Update" under Manager's Report.

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

### **Announcements**

There were none.

### **Business – Action Items**

- A. Public Hearing - Request of the Village of Clemmons from County RS40 to Clemmons RM-18-S for the annexed property of Parr Investments and Hendrix Commercial Industrial Enterprises, Inc.; property is located at 1930 Lewisville-Clemmons Road, and is ±38.48 acres (Annexation Ordinance 2020-A-01 – Lake at Belmont).

Mayor Wait declared the public hearing open. There were no Proponents or Opponents signed up to speak.

Mayor Wait closed the public hearing.

Council Member Wrights made a motion to approve changing the zoning from County RS40 to Clemmons RM-18-S for the annexed property of Parr Investments and Hendrix Commercial

Industrial Enterprises, Inc.; property is located at 1930 Lewisville-Clemmons Road, and is ±38.48 acres (Annexation Ordinance 2020-A-01 – Lake at Belmont) (Ordinance 2021-01 attached hereto as Exhibit A and incorporated as a part of the minutes). The motion was seconded by Council Member Rogers and unanimously approved.

- B. Call for Public Hearing - Zoning Map Amendment for Clouds Harbor Landing petitioned by Wayne E. Weber Revocable Trust for properties PIN 5892-68-5524 and 5892-68-2241 consisting of 8.42± acres currently zoned RS-15 to RS-9 (Residential Single Family) for the boundary survey of Weber parcels as shown on a site plan located in the Village of Clemmons website (Zoning Docket C-238).

Council Member Cameron moved to call for public hearing on Zoning Map Amendment for Clouds Harbor Landing petitioned by Wayne E. Weber Revocable Trust for properties PIN 5892-68-5524 and 5892-68-2241 consisting of 8.42± acres currently zoned RS-15 to RS-9 (Residential Single Family) for the boundary survey of Weber parcels as shown on a site plan located in the Village of Clemmons website (Zoning Docket C-238) on Monday, February 8, 2021 at the Regular Village Council Meeting. The motion was seconded by Council Member Binkley and unanimously approved.

- C. Audit Report for FYE June 30, 2020.
1. Presentation of the Audit Report – Craig Hopkins from Gibson & Company P.A., provided a brief overview of their independent audit for the Village of Clemmons for the fiscal year ending June 30, 2020. He stated the audit was filed in a timely manner, approved and accepted. A clean opinion was issued. There were no budgetary violations or instances of non-compliance. Under General Fund, total assets were \$10.4 million which was up \$277k from previous year with \$7.5 million in unrestricted cash and \$3.7 million unassigned. Liabilities were \$592k which was down \$64k from previous year. Total fund balance was \$9.9 million. Revenues were \$6.1 million with expenses being \$.7 million and net profit was \$333k. Property tax collection rate was 99.69%. The Stormwater Fund total assets were \$1.99 million with \$1.96 million in unrestricted cash. Liabilities were \$134k. The fund balance was \$3.4 million with \$1.9 million being unrestricted.
  2. Acceptance of the Audit Report.

Council Member Rogers made a motion to accept the audit report. The motion was seconded by Council Member Cameron and unanimously approved.

- D. Stormwater Cost-Share Program – Stormwater Engineer Kimbrell provided a draft for the Stormwater Cost-Share Program for Council’s consideration (attached hereto as Exhibit B and incorporated as a part of the minutes). Council Member Rogers expressed his appreciation to Staff and Council Member Barson for establishing this program.

Council consensus was to direct Staff to draft the Stormwater Cost-Share Program into ordinance form for consideration at a future meeting and the program will be implemented at the start of next budget year.

E. Resolutions

1. *2021-R-01 Increasing Threshold for Purchase Orders* – Resolution 2021-R-01 Increasing Threshold for Purchase Orders was presented and Mayor Wait read (attached hereto as Exhibit C and incorporated as a part of the minutes).

Council Member Cameron made a motion to adopt Resolution 2021-R-01 Increasing Threshold for Purchase Orders as presented. The motion was seconded by Council Member Barson and unanimously approved.

2. *2021-R-02 Designating Deputy Finance Officer for Preaudit Authorization under Purchase Order Threshold* - Resolution 2021-R-02 Designating Deputy Finance Officer for Preaudit Authorization under Purchase Order Threshold was presented and Mayor Wait read (attached hereto as Exhibit D and incorporated as a part of the minutes).

Council Member Rogers made a motion to adopt Resolution 2021-R-02 Designating Deputy Finance Officer for Preaudit Authorization under Purchase Order Threshold as presented. The motion was seconded by Council Member Barson and unanimously approved.

**Business – Review and Items for Future Action**

F. Marketing & Communications Director's Report.

- There will be a Valentine's Pop-up Farmer's Market on February 13, 2021 from noon-3:00pm at Jerry Long YMCA.
- Next month, we will again be hosting the Neighbors Helping Neighbors campaign to educate the community on Clemmons Food Pantry, including services provided and opportunities to help.

G. Manager's Report.

1. *Financial Summary Report for December 2020* – report was presented.
2. *FCSO Report for December 2020* – report was presented.
3. *TAC Update* – Mayor Wait provided the following update on the most recent TAC meeting:
  - The 2020 Comprehensive Transportation Plan was adopted for the Winston-Salem Urban area which is a 25-year horizon (not related to the budget).
  - MTIP changes were approved (which mostly consisted of project delays) but the Lewisville-Clemmons Road corridor project has not been delayed.
  - Pat Ivey sent out a report advising DOT is needing to find revenue sources.

A brief discussion was held regarding Highway 158 and the bottle-neck that is between Harper Road and Lewisville-Clemmons Road.

Council consensus was to direct Staff to draft a Resolution for Mayor Wait advocating for Highway 158 improvements to be presented to TAC and State legislators.


- H. Attorney's Report – Attorney Fus advised Council that the billboard appeal case has been taken to the NC Court of Appeals and this procedure will take place over a couple of months. He stated the dedication for the Market Center Drive project from Mr. Watts is closer to being finalized as the lease agreement with Wells Fargo has been completed.
- I. Planner's Report.
1. Draft Planning board Meeting Minutes from January 19, 2021 – minutes were presented.
  2. Trees/Stormwater Follow-up Discussion – Council Member Cameron inquired if there is something currently in our ordinance or that should be in our ordinance that addresses if trees help stormwater in any way (something that can be added or needs to be modified within the ordinance while keeping it simple). Planner Rahimzadeh advised there are currently requirements within the ordinance and he will be reviewing it.
- J. Stormwater Engineer's Report.
1. Stormwater Fee Structure Discussion/Direction – Stormwater Engineer presented Council with the most updated residential tier recommendation for their consideration in order to change our structural billing system effective July 1, 2021.

Council consensus was to direct Staff to draft a Stormwater ordinance with residential tiers for their consideration.

- K. Council Comments – Mayor Wait thanked the Forsyth County Sheriff's Office and the Fire Department for attending the birthday drive-by celebrating Mr. Shook's 100<sup>th</sup> birthday.

### **Adjournment**

Council Member Cameron moved to adjourn the meeting at 7:02 p.m. The motion was seconded by Council Member Barson and unanimously approved.

  
\_\_\_\_\_  
John Wait  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa Shortt, NCCMC  
Village Clerk

**ORDINANCE AMENDING THE *UNIFIED DEVELOPMENT ORDINANCE (UDO)*  
AND OFFICIAL MAP OF THE VILLAGE OF CLEMMONS  
CHANGING THE ZONING FROM COUNTY TO CLEMMONS  
FOR NEWLY ANNEXED AREA  
1930 LEWISVILLE-CLEMMONS ROAD**

Ordinance Number 2021-01

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


Section 1. The Village of Clemmons Zoning Ordinance of the Unified Development Ordinance (UDO) and Official Map of the Village of Clemmons, North Carolina are hereby amended by changing the Zoning from County to Clemmons jurisdiction for the following described property.

Legal Description for Parr Investments

The property is located at 1930 Lewisville-Clemmons Road and Beginning at an iron pipe in the western margin of Lewisville-Clemmons Road, (S.R. 1103), being the north east corner of Hendrix Commercial, as recorded in D.B. 1976 Pg. 3561; thence with said western margin of Lewisville-Clemmons Road, with a curve turning to the right with an arc length of 142.75', with a radius of 5610.20', with a chord bearing of S 06°31'30" E, with a chord length of 142.75', to a concrete right of way monument; thence with said western margin of Lewisville-Clemmons Road, S 05°47'30" E a distance of 360.60'to an iron pipe; thence continuing with said margin, with a curve turning to the right with an arc length of 109.35', with a radius of 9563.60', with a chord bearing of S 05°28'00" E, with a chord length of 109.35', to a 1" iron pipe; thence along the northern line of Western Villas LLC, D.B. 3325 PG.457 (pin 5884-91-1392), S 89°49'48" W a distance of 411.03' to a 1" iron pipe; thence along the northern line of Coptic Orthodox Church of Archangle Micheal St. Philopateer, D.B. 3509 PG. 38 (pin # 5884-81-5279), S 89°49'48" W a distance of 917.41', to a 1 ½" iron pipe; thence continuing along the northern line of Coptic Orthodox Church, S 03°50'05" W a distance of 49.52'to a 1" iron pipe; thence continuing along the northern line of Coptic Orthodox Church, S 89°50'05" W a distance of 100.73', to an iron pipe; thence along the western line of Coptic Orthodox Church, S 04°30'18" W a distance of 323.30', to an axle; thence along the northern line of Danny K. Jester and Roxie A. Triplett, D.B. 1167 PG.1645, (pin 5884-70-5942), N 83°31'21" W a distance of 797.33', to an axle; thence along the northern line of Joseph Burchette, D.B. 2566 PG. 1557, (pin 5884-60-3406), N 87°44'50" W a distance of 514.47', to a 1 ¾" iron pipe; thence along the eastern line of William and Christiane Hardy, D.B. 2897 PG. 3104, (pin# 5884-61-4250), N 00°25'53" W a distance of 31.32', to an axle; thence along the eastern line of Cannon Harper Jr., D.B.3068 PG.3777, (pin 5884-61-0530), N 00°36'39" E a distance of 437.03', to an iron pipe; thence along the southern line of Frank and Diana Jones, D.B.1713 PG.576, (pin 588-61-4218), N 84°45'20" E a distance of 90.43', to a 1" iron pipe; thence along the eastern line of Frank and Diana Jones, N 08°09'40" E a distance of 64.20', to a 1" iron pipe; thence along the southern line of Mozelle Jones Heirs, D.B.958 PG.472,(pin 5884-82-0125), N 89°44'51" E a distance of 1114.99', to a 1 ¼" iron pipe; thence continuing along Mozelle Jones Heirs, N 09°09'53" W a distance of 326.69'to an iron pipe; thence continuing along Mozelle Jones Heirs, N 89°33'28" E a distance of 1348.77'to an iron pipe ; thence along Mozelle Jones Heirs, D.B.651 PG.457,(pin 5884-82-0125),N 89°54'13" E a distance of 97.95'to an iron pipe; thence continuing along Mozelle Jones Heirs, S 88°04'38" E a distance of 87.99' to the point of beginning, having an area of 1676381.8 square feet, 38.484 acres, more or less.

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

Adopted this the 25th day of January, 2021.

  
\_\_\_\_\_  
John L. Wait  
Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa Shortt, NCCMC  
Village Clerk



## VILLAGE OF CLEMMONS - DRAINAGE PROJECT AGREEMENT

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

### WITNESSETH:

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

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

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

**WHEREAS**, the Homeowner received its **Village of Clemmons Stormwater** Certificate of Occupancy at least two years prior to the Homeowner's request for assistance;

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

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

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

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

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

**WHEREAS**, **[\$50% of Total]** is less than **\$~~10,000~~ 5,000**, and the Village's share shall, therefore, not exceed **[\$50% of Total]**; and

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

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

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

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



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

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

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

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

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

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

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

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]

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

**HOMEOWNER:**

\_\_\_\_\_(SEAL)  
[Owner #1 Name]

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

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_ My Commission Expires: \_\_/\_\_/\_\_

(SEAL) \_\_\_\_\_  
Print Name

**VILLAGE OF CLEMMONS**

(SEAL)

By: \_\_\_\_\_  
Wesley Kimbrell  
Village Stormwater Engineer

By: \_\_\_\_\_  
Scott Buffkin  
Village Manager

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

Approved as to form and legality.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Ann Stroud, Chief Finance Officer

\_\_\_\_\_  
Elliot Fus, Village Attorney

**Resolution Number 2021-R-01**

**RESOLUTION**

**Increasing the Threshold for Purchase Orders**

**WHEREAS**, it is the desire of the Village Council that Village services be performed efficiently and that the obligation public funds comply with legal requirements;

**WHEREAS**, G.S. 159-28(a) requires written obligations to include a preaudit certificate signed by the finance officer or any deputy finance officer approved for this purpose by the governing board;


**WHEREAS**, obligations in excess of \$350 are approved with a purchase order or a contract for service;

**WHEREAS**, this threshold has been in place since 2016, the Finance Officer recommends increasing the threshold to \$500;

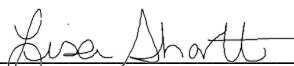
**NOW, THEREFORE, BE IT RESOLVED**, by the Village Council of the Village of Clemmons that:

The purchase order threshold be increased to \$500

**Adopted this the 25<sup>th</sup> day of January 2021.**

  
\_\_\_\_\_  
John L. Wait, Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa Shortt, NCCMC  
Village Clerk



**Resolution Number 2021-R-02**

**RESOLUTION**

**Designating Deputy Finance Officer for Preaudit Authorization  
Under Purchase Order Threshold**

**WHEREAS**, it is the desire of the Village Council that Village services be performed efficiently and that the obligation public funds comply with legal requirements;

**WHEREAS**, G.S. 159-28(a) requires written obligations to include a preaudit certificate signed by the finance officer or any deputy finance officer approved for this purpose by the governing board;

**WHEREAS**, obligations in excess of \$500 are approved with a purchase order or a contract for service;


**WHEREAS**, department heads are responsible for the operations and budget management for their departments;

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Council of the Village of Clemmons that:

**Section 1.** The following person is hereby designated as deputy finance officer for the purpose of preauditing obligations incurred in their departments for amounts totaling less than \$500:

- Steve Gearren, Director of Operations
- Mike Gunnell, Director of Public Works
- Wes Kimbrell, Stormwater Engineer

**Adopted this the 25<sup>th</sup> day of January 2021.**

  
\_\_\_\_\_  
John L. Wait  
Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa Shortt, NCCMC  
Village Clerk

