The Village of Clemmons Council met on Monday, May 22, 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 Al Benshoff 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 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 May 8, 2023 special and regular meetings as presented. The motion was seconded by Council Member Taylor and unanimously approved.

**Additions and/or Approval of the Agenda**
Manager Gunnell requested the addition of Item I for a closed session for property acquisition.

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

**Announcements**
Mayor Rogers announced the Village of Clemmons offices will be closed on Monday, May 29, 2023 in observance of Memorial Day (Trash pickup will be delayed 1 day).

**Business – Action Items**
A. **Continuation of Public Hearing for Zoning Map Amendment of real property owned by AAA Storage Management #28, LLC from GB-S to GB-S (General Business – Special) addressed 2225 Lewisville-Clemmons Road, described by Forsyth County Register of Deeds in Book 3542 page 4034 containing a total of 2.768± acres (Zoning Docket C-252)** – Planning & Community Development Director Moore advised Council the applicant had submitted a withdrawal of this request via email. Council Member Cameron clarified that they were submitting for an administrative change from Staff for one parking space for one company-owned truck.

Mayor Rogers closed the public hearing from Monday, May 8, 2023 which was continued to Monday, May 22, 2023.
Council Member Cameron made a motion to accept the withdrawal request of Zoning Map Amendment of real property owned by AAA Storage Management #28, LLC from GB-S to GB-S (General Business – Special) (Zoning Docket C-252) (attached hereto as Exhibit A and incorporated as a part of the minutes). The motion was seconded by Council Member Taylor and unanimously approved.

B. **Resolutions.**

1. **Resolution 2023-R-04 Designating Official Depositories** – Finance Officer Stroud advised Council NCGS 15-31 requires the designation of official depositories by the governing board. Our prior resolution was in 2005 and bank names have changed as well as some bank closures. This resolution updates the official depositories. She also pointed out towns are not authorized to bank with credit unions.

Council Member Taylor made a motion to adopt Resolution 2023-R-04 Designating Official Depositories as presented (attached hereto as Exhibit B and incorporated as a part of the minutes). The motion was seconded by Council Member Cameron and unanimously approved.

2. **Resolutions for Tax Collection by the Forsyth County Tax Collector** – Finance Officer Stroud advised these two resolutions are an administrative action to authorize Forsyth County Tax Office to collect taxes for Clemmons for the current year and for the past 10 years.

   a. **Resolution 2023-R-05 for Collection of 2023 Taxes.**

Council Member Cameron made a motion to adopt Resolution 2023-R-05 for Collection of 2023 Taxes in accordance with G.S. 105-321 and G.S. 153A-156 as presented (attached hereto as Exhibit C and incorporated as a part of the minutes). The motion was seconded by Council Member Taylor and unanimously approved.

   b. **Resolution 2023-R-06 for Collection of 2022 & Prior Years’ Taxes.**

Council Member Taylor made a motion to adopt Resolution 2023-R-06 for Collection of 2022 & Prior Years’ Taxes in accordance with G.S. 105-321 and G.S. 153A-156 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.

3. **Resolution 2023-R-07 Establishing Materiality Threshold for Recognition of Leases** – Finance Officer Stroud advised Council that the Governmental Accounting Standards Board has released two standards GASB 87 and GASB 96 related to the accounting for leases and accounting for subscription-based information technology arrangement for government end users. As with all GASB standards, individual governments can set thresholds or decide if implementing the guidance is material or immaterial. The resolutions set a materiality threshold for the Village as related to these two standards.
Council Member Cameron made a motion to adopt Resolution 2023-R-07 Establishing Materiality Threshold for Recognition of Leases as presented (attached hereto as Exhibit E and incorporated as a part of the minutes). The motion was seconded by Council Member Barson and unanimously approved.

4. *Resolution 2023-R-08 Amending Fixed Asset Threshold* – Finance Officer Stroud advised Council that in 2003, the Village set a fixed asset threshold for capitalization of $5,000. To be consistent, we are amending that resolution to the same materiality threshold amount of $7,000 (the auditor did concur that this was a justifiable materiality threshold).

Council Member Taylor made a motion to adopt Resolution 2023-R-08 Amending Fixed Resolution Threshold Resolution 2003-R-02 as presented (attached hereto as Exhibit F and incorporated as a part of the minutes). The motion was seconded by Council Member Cameron and unanimously approved.

C. *Fiscal Year 2023-2024 Budget.*
1. *Presentation of the Budget* - In accordance with North Carolina General Statutes, Manager Gunnell presented the Fiscal Year 2023-2024 General Fund Budget for $13,250,880 and Stormwater Enterprise Budget for $2,173,325. The property tax rate is calculated $0.15 per $100 valuation and Stormwater Utility Fee is reflected at $90.00 per year per Equivalent Residential Unit. The budget can be viewed at Village Hall or on the Village’s website.

2. *Call for a Public Hearing on June 12, 2023 at 6pm to adopt the Budget Ordinance and to Set the Stormwater Utility Fee Rate.*

Council Member Taylor made a motion to Call for a Public Hearing on June 12, 2023, at 6pm at Village Hall to adopt the Budget Ordinance and to Set the Stormwater Utility Fee Rate. The motion was seconded by Council Member Cameron and unanimously approved.

D. *Forsyth County Sheriff’s Office FY24 Interlocal Agreement* - Manager Gunnell presented Council the FCSO FY24 Interlocal Agreement for their review and consideration (this does not include Drone as a First Responder Program).

Council Member Cameron made a motion to approve the Forsyth County Sheriff’s Office Fiscal Year 2023-2024 Interlocal Agreement as presented (attached hereto as Exhibit G and incorporated as a part of the minutes). The motion was seconded by Council Member Barson and unanimously approved.

E. *NCDOT Harper Road Interchange Landscape Maintenance Agreement* – Manager Gunnell presented Council the NCDOT Harper Road Interchange Landscape Agreement for their review and consideration.

Council Member Taylor made a motion to approve NCDOT Harper Road Interchange Landscape Maintenance Agreement #11459 as presented (attached hereto as Exhibit H and incorporated as a part of the minutes). The motion was seconded by Council Member Cameron and unanimously approved.
approved.

Business – Information/Review Items for Future Action

F. 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 – last week’s market attendance was approximately 535
   • Clemmons Summer Shindig will be held on Saturday, June 3rd from 5PM – 8PM at the Jerry Long Family YMCA. Live music by Hawthorne Curve, Food Trucks, Kids Zone. Let's kick off the summer in style! Huge thank you to our sponsor, AM Erectors. This event is in conjunction with the YMCA Volleyball Bash Tournament
   • Coffee with a Cop will be held on Tuesday, June 20th from 9AM – 10AM at TRU Taekwondo Clemmons Campus (6000 Meadowbrook Mall Court)

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

G. Manager’s Report
   1. Events Coordinator – Manager Gunnell requested the recently approved position for Events Coordinator to full-time be made effective immediately, May 22, 2023 rather than waiting until July 1, 2023.

Council Member Cameron made a motion to approve the Events Coordinator position to full-time effective May 22, 2023. The motion was seconded by Council Member Barson and unanimously approved.

   a. Budget Amendment 23-G-5 for Increase of Public Safety Personnel Cost and the Change in Events Coordinator Position from Part-time to Full-time – Manager Gunnell advised this budget amendment is necessary to make the adjustments accordingly for the stated personnel matters.

Council Member Barson made a motion to approve Budget Amendment 23-G-5 for Increase of Public Safety Personnel Cost and the Change in Events Coordinator Position from Part-time to Full-time as presented (attached hereto as Exhibit I and incorporated as a part of the minutes). The motion was seconded by Council Member Cameron and unanimously approved.

H. Council Comments – Council Member Taylor thanked Public Works Director Gearren for taking care of the HVAC issue.

I. Closed Session for Discussion of Property Acquisition in Accordance with NCGS 143-318.11(a)(5) - Council Member Cameron made a motion to enter Closed Session for Discussion of Property Acquisition in Accordance with NCGS 143-318.11(a)(5) at 6:19 p.m. The motion was seconded by Council Member Taylor and unanimously approved.
At 6:39 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 6:40 p.m. The motion was seconded by Council Member Taylor and unanimously approved.

[Signature]
Michael Rogers
Mayor

ATTEST:

[Signature]
Lisa Shortt, NCCMC
Village Clerk
Lisa Shortt

Subject: FW: Withdraw

From: Doug Moore <dmoore@clemmons.org>
Sent: Wednesday, May 17, 2023 8:38 AM
To: Lisa Shortt <lshortt@clemmons.org>
Cc: Amy Flyte <aflyte@clemmons.org>; Mike Gunnell <mgunnell@clemmons.org>; Caroline Drake <cdrake@clemmons.org>
Subject: FW: Withdraw

Lisa,

I have received an email from the applicant of the AAA Storage rezoning requesting to withdraw his application. His request is included in the email stream below.

Thanks,
Doug

---

Doug Moore, CFM
Village of Clemmons
Planning and Community
Development Director

3715 Clemmons Road • Clemmons, NC 27012
Phone: 336-712-4035
Email: dmoore@clemmons.org
Web: www.clemmons.org

Please be aware that e-mail and attachments sent to and from this address are subject to the North Carolina Public Records Law and may be disclosed to third parties.

---

From: Chad Hockaday <chockaday@aaastorage4u.com>
Sent: Wednesday, May 17, 2023 8:31 AM
To: Doug Moore <dmoore@clemmons.org>
Subject: Withdraw

Be Advised: This email originated from outside of the Village of Clemmons, NC

Doug,

Can you please withdraw our app as we are going to use a company truck. I am working with Stimmel to provide new Site plan showing the 1 parking spot for company truck.

Thanks,

Chad
Resolution Number 2023-R-04

Resolution Designating Official Depositories

WHEREAS, N.C.G.S. § 159-31 requires designation of official depositories by the governing board; and the Village limits banking relationships to bank collateralizing using the pooling method. This list is managed and maintained by the NC State Treasurer Office.

WHEREAS, the following institutions have been designated as the official depositories and banks that may be used by the Village: Branch Banking and Trust; Sun Trust; First Citizens Bank and Trust; Fidelity Bank; New Bridge Bank; Piedmont Federal Savings and Loan Association; Capital Bank; Wells Fargo Bank; PNC Bank; North Carolina Cash Management Trust; and

WHEREAS, there have been several bank mergers with associated bank name changes and or bank closures within the Village limits;

NOW, THEREFORE, BE IT RESOLVED that the Village of Clemmons Council hereby amends 2005-R-20 the Resolution Designating the Official Depositories and Banks to the following institutions: Truist; First Citizens Bank and Trust; Fidelity Bank; First Horizon Bank; First National Bank; Piedmont Federal Savings and Loan; Wells Fargo Bank; and North Carolina Cash Management Trust.

Adopted this the 22nd day of May, 2023.

[Signature]
Michael K. Rogers, Mayor

ATTEST:

[Signature]
Lisa Shortt, Village Clerk
TO:  JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM,
VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF LEWISVILLE,
TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF KING,
TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2023 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2023 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobacooville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson’s Cross Roads Fire Protection District, Beeson’s Cross Roads Service District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Hornetown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley’s Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District, West Bend Service District, Downtown Winston-Salem Business Improvement District, Willow Run Municipal Service District, and Countywide Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

You are also hereby authorized, empowered and commanded to administer and to collect taxes on gross receipts derived from retail short-term leases or rentals of motor vehicles as set forth under G.S. 153A-156. You are hereby authorized to promulgate such rules and procedures necessary to administer these taxes which are not inconsistent or contrary to applicable law.

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years’ taxes. County personnel presently in the Tax Collector’s office continue to serve in their respective positions at the discretion of the Tax Collector.

WITNESS my hand and official seal, this the ___22nd___ day of ___May___, 2023.

[Signature]
MAYOR, VILLAGE OF CLEMMONS
Michael K. Rogers

ATTEST:

[Signature]
CLERK
Lisa Shortt
Resolution Number 2023-R-06

ORDER OF THE COUNCIL OF THE VILLAGE OF CLEMMONS
IN ACCORDANCE WITH G.S.105-373, G.S.105-321, AND G.S.105-330.3
FOR THE COLLECTION OF 2022 AND PRIOR YEARS’ TAXES

TO: JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM,
VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF
LEWISVILLE, TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF
KING, TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes remaining unpaid as set forth in the 2014 through 2022 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2014 through 2022 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobaccoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson’s Cross Roads Fire Protection District, Beeson’s Cross Roads Service District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley’s Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, Downtown Winston-Salem Business Improvement District, Willow Run Municipal Service District, and Countywide Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years’ taxes. County personnel presently in the Tax Collector’s office continue to serve in their respective positions in the discretion of the Tax Collector.

Taxes on registered classified Motor Vehicles for 2019 and prior years are deemed uncollectible; therefore, the Forsyth County Commissioners, pursuant to G.S. 105-373(h) do hereby relieve the tax collector of the charge of collecting taxes on registered classified motor vehicles listed pursuant to G.S. 105-330.3(a)(1) for 2019 and prior years.

WITNESS my hand and official seal, this the 22nd day of May, 2023.

Michael K. Rogers
MAYOR, VILLAGE OF CLEMMONS

ATTEST:

Lisa Shortt
CLERK

Lisa Shortt
Resolution Number 2023-R-07

Resolution To Establish Materiality Threshold for Recognition of Leases Under GASB 87 and Subscription-Based Information Technology Arrangements (“SBITAs”) Under GASB Statement No. 96

WHEREAS, the General Accounting Standards Board (“GASB”) Statement No. 96 provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (“SBITAs”) and General Account Standards Board (“GASB”) Statement No. 87 provides guidance on the accounting and financial reporting for leases; and

WHEREAS, a lease is defined as a contract that conveys control of the right to use another entity’s nonfinancial asset (the underlying asset) as specified in the contract for period of time in an exchange or exchange-like transaction; and

WHEREAS, a SBITA is defined as a contract that conveys control of the right to use another party’s information technology (IT) software, alone or in combination with a tangible capital asset, as specified in the contract for a defined period of time (a “subscription term”); and

WHEREAS, under GASB Statement No. 96 and GASB Statement No. 87, a government entity generally should recognize a right-to-use asset, and a corresponding liability; and

WHEREAS, for certain IT subscriptions and certain leases, either the initial price or present value of future subscription payments will be immaterial as % of the total value of the Village’s capital assets, liabilities and or total budget; and

WHEREAS, after review of the leases and IT subscription contracts currently in place, Village staff believes that a materiality threshold of $7,000.00 is reasonable with respect to compliance with GASB Statement No. 96 and 87, as that figure represents less than 1% of the total assets, capital assets, total liabilities, and annual budget, and therefore recommends that the Council adopt that materiality threshold for GASB Statement No. 96 and 87 accounting purposes.

NOW THERFORE, BE IT RESOLVED, the Village of Clemmons does hereby adopt $7,000.00 as the materiality threshold for subscription-based information technology arrangements (SBITAs) and leases when determining whether to recognize such subscriptions and leases as assets and the cost related to same as liabilities in compliance with GASB Statement No. 96 and 87. The Council reserves the right to adjust this materiality threshold from time to time as may be needed or recommended for audit purposes.

Adopted this the 22nd day of May 2023.

Michael K. Rogers, Mayor

ATTEST:

Lisa Shortt, Village Clerk
Resolution 2023-R-08

Resolution Amending the Capitalization Threshold
Of Fixed Assets 2003-R-02

NOW, THEREFORE, BE IT RESOLVED, that the Village Council, increases the capitalization threshold of (1) $5,000 for equipment and supplies unit cost to (1) $7,000 for equipment and supplies unit cost.

Adopted this the 22nd day of May, 2023.

______________________________
Michael K. Rogers, Mayor

ATTEST:

________________________
Lisa Shortt, Village Clerk
This INTERLOCAL AGREEMENT dated and effective as of July 1, 2023 (this “Agreement), between Forsyth County, North Carolina, a political subdivision of the State of North Carolina (the “County”) and the Village of Clemmons, North Carolina, a municipal corporation organized under the laws of the State of North Carolina (the “Village”);

WITNESSETH

WHEREAS under Article 20 of Chapter 160A of the North Carolina General Statutes, municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS the Village desires to have the County, acting through the Forsyth County Sheriff’s Office, provide law enforcement officers assigned to keep the peace, enforce the criminal laws of the State of North Carolina and criminal ordinances of the Village, and maintain order in the Village;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Service.** The County shall provide the Village with Forsyth County Sheriff’s Office deputies and staff assigned by the Sheriff to the Village (“Assigned Deputies”) as set forth in Exhibit A. Assigned Deputies shall perform law enforcement duties within the Village, patrolling the Village, answering calls for service, conducting general security checks, providing information and education to the public, interacting with residents and visitors, and performing other duties associated with community policing within the Village. Any additional services requested by the Village may not take place unless approved in writing by the Sheriff prior to such service beginning.

2. **Scope of Service.** Assigned Deputies shall serve the Village on a full-time basis. Notwithstanding anything to the contrary herein, the Assigned Deputies have a duty to provide law enforcement within all of Forsyth County, and circumstances may arise where the Sheriff determines it necessary to reassign temporarily one or more Assigned Deputies from the Village in order to meet such needs or to respond to an emergency or mutual aid request. At all times, the Assigned Deputies shall be employees of the Forsyth County Sheriff’s Office and shall be under the control of, and subject to, the Sheriff. Assigned Deputies shall not be employees of the Village or subject to the control of the Village.

3. **Term.** This agreement shall commence July 1, 2023, and terminate June 30, 2026, unless terminated earlier. Each year of service shall begin on July 1 and end
on June 30 of the subsequent year. Either party may terminate this Agreement by providing 90-days’ written notice to the other party.

4. **Consideration.** The Village shall reimburse the County for the cost of all Services provided by the County on a quarterly basis. Such costs shall include, but not be limited to, all categories of costs set forth in Exhibit A.

5. **Payment Due Date.** Within 30 days of the end of each quarter, the Village shall pay the County for Services for the prior quarter equal to one-fourth of the amount shown in Exhibits A, B, and C for the appropriate fiscal year. The Village shall pay the County within 30 days of the date of the invoice. The Village’s obligation to pay this final invoice shall survive termination of this agreement. In the event of a termination of this agreement before the expiration of the annual term, the County shall prepare an invoice with a reconciliation of all costs incurred as of the termination date, and the Village shall reimburse the County for such costs within 30 days of the date of the invoice from the County.

6. **Annual Cost of Service.** Exhibit A is the cost of service for the year of service ending June 30, 2024. By March 31, 2024, the County shall provide the Village with Exhibit B, the cost of service for the second year of service, and by March 31, 2025, the County shall provide the Village with Exhibit C, the cost of service for the third year of service.

7. **Insurance.** The County shall provide professional liability coverage for Assigned Deputies.

8. **Amendment.** This Agreement may be amended in writing by the Village and the County.

9. **Severability.** If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.

10. **Governing Law.** This Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina, with the exception that conflicts of laws provisions shall not apply.

11. **Notice.** All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

    **For the County:**
    J. Dudley Watts, Jr.
    Forsyth County Manager
    201 North Chestnut Street
    Winston-Salem, NC  27101
    With Copy to:
12. **Execution in Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which constitutes a completed document.

13. **Exhibits.** Exhibit A, attached hereto, is incorporated herein by reference. Exhibit B, the cost of service for the second year of service, and Exhibit C, the cost of service for the third year of service, shall be provided by the County to the Village no later than March 31, 2024, and March 31, 2025, respectively and shall become incorporated herein by reference on July 1, 2024, and July 1, 2025, respectively, unless the Village objects in writing to either Exhibit B by May 31, 2024, or Exhibit C by May 31, 2025. If the Village objects in writing by May 31 of either year, this Agreement shall terminate on June 30 of that year.
IN WITNESS WHEREOF, the Mayor of the Village and the Chairman of the Forsyth County Board of Commissioners have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the Village Clerk and the Clerk to the Board of County Commissioners have affixed the seal of the Village and the County, as applicable, to this Interlocal Agreement.

Village of Clemmons, North Carolina

By: ________________________________
    Michael Rogers, Mayor

Attest:

______________________________
Lisa Shortt, Village Clerk

[SEAL]

Forsyth County, North Carolina

By: ________________________________
    Don Martin, Chairman

Attest:

______________________________
Ashleigh Matthews,
Clerk to the Forsyth County
Board of Commissioners

[SEAL]

This Instrument has been pre-audited in the manner required by the Local Government And Fiscal Control Act

By: ________________________________
    K. Ann Stroud
    Signature
    ________________________________
    K. Ann Stroud
    Print Name

Village Finance Officer
### EXHIBIT A

#### ESTIMATED ANNUAL COSTS

**VILLAGE OF CLEMMONS**  
**COSTS FY 2023-2024**

<table>
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<tr>
<th>DIRECT COSTS</th>
<th>Total for FY 2023-2024</th>
<th>Payable by County of Forsyth</th>
<th>Payable by FCSO</th>
<th>Payable by Clemmons</th>
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<td>Salary (1 Sgt., 2 Cpl., 2 Inv., 11 Deputies)</td>
<td>$930,850</td>
<td>$25,850</td>
<td>$ -</td>
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<td>Overtime (Training Related)</td>
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<tr>
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<td>$60</td>
<td>$ -</td>
<td>$ -</td>
<td>$60</td>
</tr>
<tr>
<td>Emergency Vehicles</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Capital Equipment</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Direct Costs</strong></td>
<td>$1,724,920</td>
<td>$40,560</td>
<td>$ -</td>
<td>$1,684,360</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INDIRECT COSTS</th>
<th>Total Indirect Costs</th>
<th>Payable by County of Forsyth</th>
<th>Payable by FCSO</th>
<th>Payable by Clemmons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fleet Operating - 15 vehicles</td>
<td>$99,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$99,000</td>
</tr>
<tr>
<td>Fleet Capital Recovery - 16 vehicles</td>
<td>$159,250</td>
<td>$ -</td>
<td>$ -</td>
<td>$159,250</td>
</tr>
<tr>
<td><strong>Total Indirect Costs</strong></td>
<td>$258,250</td>
<td>$ -</td>
<td>$ -</td>
<td>$258,250</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADMINISTRATIVE COSTS</th>
<th>Total Admin Costs</th>
<th>Payable by County of Forsyth</th>
<th>Payable by FCSO</th>
<th>Payable by Clemmons</th>
</tr>
</thead>
<tbody>
<tr>
<td>FCSO Administrative Fee</td>
<td>$132,880</td>
<td>$ -</td>
<td>$ -</td>
<td>$132,880</td>
</tr>
</tbody>
</table>

| TOTAL ANNUAL COST | $2,116,050 | $40,560 | $ - | $2,075,490 |

---

**Payment Due:**  
- October 15, 2023: $518,872.50  
- January 15, 2024: $518,872.50  
- April 15, 2024: $518,872.50  
- July 15, 2024: $518,872.50

---

1. County's mini-COPs funding ends 1/1/2022 for new deputy position added 1/1/2020.  
2. County's mini-COPs funding ends 6/30/2024 for new deputy investigator position added 7/1/2022.
NORTH CAROLINA  
LANDSCAPE MAINTENANCE AGREEMENT
FORSYTH COUNTY

DATE: 4/12/2023

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

VILLAGE OF CLEMMONS

Project: I-0911A(L)
WBS Elements: 34147.3.5
CFDA: 20.205

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the “Department” and the Village of Clemmons, a municipal corporation, hereinafter referred to as the “Municipality.”

W I T N E S S E T H:

WHEREAS, the Department has plans for road improvements from NC 801 to SR 1101 (Harper Road); and,

WHEREAS, the Department and the Municipality propose to make certain landscape improvements under 34147.3.5, Forsyth County; and,

WHEREAS, the Municipality has agreed to participate in the responsibilities of the Project as hereinafter set out;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of creating a new landscape design, installing plantings, landscaping features and maintenance of landscaping features and aesthetic improvements for the I-0911A(L) (I-40 Widening from Harper Road in Forsyth County to west of NC 801 in Davie County.)
PLANNING, DESIGN, RIGHT OF WAY AND UTILITIES

2. The Department shall develop the landscape design and prepare the landscape plans and specifications in accordance with the Department's standard landscaping policies and procedures for highways.

3. All work shall be performed within the existing right of way and in accordance with Departmental standards, policies and procedures.

4. The Department does not anticipate the need to relocate and adjust any municipally-owned utilities at this time. If during the project, it becomes necessary to adjust and relocate the municipally-owned utilities, the Municipality, at no expense to the Department, shall be responsible for the relocation and adjustment of all utilities in conflict with the landscape planting.

CONSTRUCTION

5. The Department shall install, or caused to be installed, said plantings in accordance with the plans and specifications of said project as filed with, and approved by, the Department.

MAINTENANCE

6. Upon completion of the plantings, the Department shall maintain said planting areas for a period of two (2) years, at no expense to the Municipality.

7. At the end of the two (2) year establishment period, the maintenance responsibilities will be split between the Department and the Municipality. The Municipality is responsible for maintaining the portion of the project that is within the interchange footprint at Harper Road; this shall include all areas between the ramps and I-40, areas adjacent to the ramps and bridge. The Municipal Maintenance responsibilities will be in accordance with the following provisions:

8. Maintenance shall include, but not be limited to, the following: watering, mulching, pruning, fertilizing, weeding, pest control, mowing, replacing plant materials and the aesthetic appearance of the decorative pavement. All costs of maintenance shall be borne by the Municipality
9. The Municipality agrees to continually maintain all plantings in accordance with generally accepted horticultural practices. The Department shall have the right to periodically inspect the maintenance practices being utilized by the Municipality.

10. If the Department determines that the Municipality is not properly maintaining the plantings, the Department shall notify the Municipality. If proper maintenance is not performed by the Municipality within a reasonable time after notification, the Municipality agrees that the Department shall perform the necessary maintenance, or at the Department’s option, shall return the planted area to a natural condition (i.e. seeded and mulched, etc.). It is further agreed that the costs of the restoration shall be reimbursed to the Department by the Municipality. Reimbursement to the Department shall be made in one final payment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with N.C.G.S. § 147-86.23.

11. In the event these plantings require relocation or removal for highway construction, reconstruction, maintenance or safety, the Municipality shall be given the option to remove or relocate any plantings it considers salvageable immediately upon notification by the Department, at no expense to the Department.

12. The Department, at the end of the two (2) year establishment period, shall not be responsible for any damage to the plantings that may be done by third parties.

13. All areas outside of the limits described in Provision 2 will be maintained by the Department. Maintenance will occur within standard Department seasons and cycles.

**ADDITIONAL PROVISIONS**

14. Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

15. All terms of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminated if funds cease to be available.
16. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

17. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

18. This Agreement is solely for the benefit of the identified parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth.

19. The Entity is solely responsible for all agreements, contracts, and work orders entered into or issued by the Entity to meet the terms of this Agreement. The Department is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

20. The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

21. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

22. To the extent authorized by state and federal claims statutes, the Municipality shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the Department, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Agreement. The Department shall not be liable and shall be held harmless from any and all third party claims that might arise on account of the Entity’s negligence and/or responsibilities under the terms of this agreement.
23. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Entity certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

24. By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).
IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year
heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

BY: ____________________________
TITLE: ___________________________
DATE: __________________________

VILLAGE OF CLEMMONS

BY: ____________________________
TITLE: ___________________________
DATE: __________________________

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State
Employee of any gift from anyone with a contract with the State, or from any person seeking to do
business with the State. By execution of any response in this procurement, you attest, for your entire
organization and its employees or agents, that you are not aware that any such gift has been offered,
accepted, or promised by any employees of your organization.

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

__________________________
(FINANCE OFFICER)

Federal Tax Identification Number

56-1552511

Remittance Address:
Village of Clemmons
3715 Clemmons Road
Clemmons, NC 27012

DEPARTMENT OF TRANSPORTATION

BY: ____________________________
(CHIEF ENGINEER)
DATE: __________________________

APPROVED BY BOARD OF TRANSPORTATION ITEM O: ____________________________ (DATE)
VILLAGE OF CLEMMONS  
BUDGET AMENDMENT  
FOR THE FISCAL YEAR ENDING JUNE 30, 2023

BE IT ORDAINED by the Village Council of the Village of Clemmons, North Carolina at a regular meeting on May 22nd, 2023 that the general fund budget be amended to increase of public safety due to increase personnel cost approved January 2023, increase of personnel cost in Clemmons events and marketing to change event coordinator position from part time to full time and increase insurance for status change of employee.

<table>
<thead>
<tr>
<th>Account #</th>
<th>Expenditures</th>
<th>Original</th>
<th>Increase (Decrease)</th>
<th>Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-4300-6930</td>
<td>Public Safety Contract Services Forsyth County</td>
<td>$1,951,280</td>
<td>$20,000</td>
<td>$1,971,280</td>
</tr>
<tr>
<td>10-6000-1210</td>
<td>Clemmons Events Salaries</td>
<td>$69,880</td>
<td>$1,540</td>
<td>$71,420</td>
</tr>
<tr>
<td>10-6000-1810</td>
<td>Clemmons Events FICA</td>
<td>$4,315</td>
<td>$1,150</td>
<td>$5,465</td>
</tr>
<tr>
<td>10-6000-1820</td>
<td>Clemmons Retirement</td>
<td>$7,030</td>
<td>$95</td>
<td>$7,125</td>
</tr>
<tr>
<td>10-6000-1830</td>
<td>Group Insurance</td>
<td>$5,600</td>
<td>$2,900</td>
<td>$8,500</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td></td>
<td>$25,685</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Revenue         | 10-3831-0000 Investment Earnings                  | $66,300  | $25,685             | $91,985 |
| **Total Revenues** |                                                  | $25,685  |                     |         |

For Information Total Budget

Attest:  
Lisa M. Shortt, NCCMC

Adopted 22nd day of May

Michael Rogers, Mayor

Presented by K. Ann Stroud, CPA Finance Officer