

Lewisville Town Council
Regular Meeting Agenda
May 11, 2023 – 7:00 PM
Lewisville Town Hall 1st Floor Council Chambers
6510 Shallowford Road

1. Call to Order:

- A. Roll Call
- B. Invocation – Council Member Jane Welch
- C. Pledge of Allegiance – Mayor Mike Horn
- D. Adoption of Agenda

2. Consent Agenda

- A. Resolution 2023-021 – Financial statements for the nine months ended March 31, 2023 – [\(Attachment #1\)](#)
- B. Approval of Agenda Briefing Minutes – April 6, 2023 [\(Attachment #2\)](#)
- C. Approval of Closed Session Minutes – April 6, 2023
- D. Approval of Regular Meeting Minutes – April 13, 2023 [\(Attachment #3\)](#)

3. Introductions, Recognitions, Presentations and/or Proclamations

- A. Presentations
 - i. Forsyth County Historic Preservation Annual Report – Commissioner Nicole Townsend-Green, Michelle McCullough, and Heather Bratland
 - ii. Sheriff’s Office

4. Public Forum

- A. Residents should register with the Town Clerk and limit their comments to three (3) minutes.
- B. Written comments are also available.

5. Public Hearing

- A. 2023-2024 Budget

6. Old Business – None

7. New Business

- A. Ordinance 2023-016 – Order to collect 2023 taxes [\(Attachment #4\)](#)
- B. Ordinance 2023-017 – Order to collect 2022 and prior years’ taxes [\(Attachment #5\)](#)
- C. Resolution 2023-022 – Opposing Senate Bill 317 and House Bill 562 (workforce housing crisis) [\(Attachment #6\)](#)
- D. Ordinance 2023-018 – Amending Budget Ordinance 2022-001 – Jack Warren Park gate replacement - \$16,904 [\(Attachment #7\)](#)
- E. Resolution 2023-023 – Awarding contract to Fence Builders, Inc. to relocate Jack Warren Park entrance gate - \$14,630 [\(Attachment #8\)](#)
- F. Resolution 2023-024 – Interlocal agreement with Forsyth County for Voluntary Agricultural District program [\(Attachment #9\)](#)
- G. Ordinance 2023-019 – Amending Town Code Chapter 22 - Voluntary Agricultural District [\(Attachment #10\)](#)
- H. Resolution 2023-025 – Opposing Senate Bill 374 and House Bill 409 (accessory dwelling units) [\(Attachment #11\)](#)

8. Administrative Reports

- A. Upcoming events and closings
 - i. May 19 – Movie Night – Top Gun Maverick
 - ii. May 29 – Town offices closed
 - iii. May 29 – Military Appreciation Concert – The Embers – 6-8 PM
- B. Clerk’s Report
 - i. Boards & Committees Ice Cream Social – May 19, 4:30-6:30 PM, MAWCC
 - ii. Community Appearance Commission – County Commissioners Award for Mary Alice Warren Community Center
 - a. May 31 – 4 PM – Old Salem Museums & Gardens Gray Auditorium
 - b. Let Dora know by May 19 if plan to attend.

9. For the Good of the Order

- A. Public Comments
 - i. Residents should limit their comments to three (3) minutes.
 - ii. Written comment forms are also available.
- B. Council Comments

10. Adjournment



**RESOLUTION 2023-021 OF THE LEWISVILLE TOWN COUNCIL
ACCEPTANCE AND APPROVAL OF MONTHLY DISBURSEMENTS**

WHEREAS, the Finance Officer has presented the Town Council with the Revenue Statement Summary and the Encumbrances and Expenditure State Summary of figures for the nine months ended March 31, 2023; and

WHEREAS, the Finance Officer did not report any unusual expenditures.

NOW, THEREFORE BE IT RESOLVED THAT the Lewisville Town Council accepts the Revenue Statement Summary and the Encumbrances and Expenditure Statement Summary for the nine months ended March 31, 2023 and incorporated herein.

Adopted this the 11th day of May 2023 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

Town of Lewisville
Financial Budget to Actual Report - General Fund
Nine Months Ended March 31, 2023

General Fund

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Property Tax Collections	\$ 2,883,926.00	\$ 2,870,559.20	\$ 13,366.80	99.54%
Sales Tax Revenue	1,057,280.00	732,994.80	324,285.20	69.33%
Other Revenues	1,399,596.00	1,042,960.39	356,635.61	74.52%
Transfer from ARPA Special Revenue Fund	-	812,388.82	(812,388.82)	0.00%
Total	5,340,802.00	\$ 5,458,903.21	\$ (118,101.21)	102.21%
Appropriation from Fund Balance	6,909,702.98			
	<u>\$ 12,250,504.98</u>			

Departments	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Governing Body	\$ 2,291,547.00	\$ 2,169,053.71	\$ 6,435.75	\$ 116,057.54	94.94%
Administration	916,853.18	526,254.04	18,650.44	371,948.70	59.43%
Finance	266,245.00	196,589.74	239.78	69,415.48	73.93%
Debt Service	232,400.00	232,400.00	-	-	100.00%
Planning & Zoning	465,975.00	162,033.67	7,337.50	296,603.83	36.35%
Beautification	119,302.00	92,617.33	18,701.76	7,982.91	93.31%
Community Policing	847,146.00	381,924.45	-	465,221.55	45.08%
Public Safety	16,450.00	280.00	-	16,170.00	1.70%
Public Works	508,896.00	310,523.63	39,159.66	159,212.71	68.71%
Streets	250,585.00	27,148.77	3,377.71	220,058.52	12.18%
Powell Bill	405,357.00	43,442.60	-	361,914.40	10.72%
Storm Water	183,176.00	73,872.88	64,814.94	44,488.18	75.71%
Solid Waste	917,000.00	588,707.76	-	328,292.24	64.20%
Recycling	8,595.00	2,688.11	150.00	5,756.89	33.02%
Parks and Recreation	600,977.80	384,748.15	29,428.79	186,800.86	68.92%
Transfers to Capital Projects Funds	3,300,000.00	676,617.00	-	2,623,383.00	20.50%
Transfers to Capital Reserves	920,000.00	920,000.00	-	-	100.00%
Total	<u>\$ 12,250,504.98</u>	<u>\$ 6,788,901.84</u>	<u>\$ 188,296.33</u>	<u>\$ 5,273,306.81</u>	56.95%

General Fund Balance 7/1/2022	\$ 7,943,133.05
Year-to-Date Increase (Decrease) FY 6/30/2023	<u>(1,329,998.63)</u>
General Fund Balance 3/31/2023	<u>\$ 6,613,134.42</u>

Town of Lewisville
Financial Budget to Actual Report - Willow Run Municipal Service District
Nine Months Ended March 31, 2023

Willow Run Municipal Service District

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Revenues	\$ 36,610.00	\$ 40,004.09	\$ (3,394.09)	109.27%
Total	<u>\$ 36,610.00</u>	<u>\$ 40,004.09</u>	<u>\$ (3,394.09)</u>	109.27%
Appropriation from Fund Balance	\$ -			
	<u>\$ 36,610.00</u>			

	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Expenditures	\$ 36,610.00	\$ 1,397.19	\$ -	\$ 35,212.81	3.82%
Total	<u>\$ 36,610.00</u>	<u>\$ 1,397.19</u>	<u>\$ -</u>	<u>\$ 35,212.81</u>	3.82%

MSD Fund Balance 7/1/2022	\$ 192,445.34
Year-to-Date Increase (Decrease) FY 6/30/2023	<u>38,606.90</u>
MSD Fund Balance 3/31/2023	<u>\$ 231,052.24</u>

**Town of Lewisville
Other Funds
March 31, 2023**

Capital Reserve Funds					
	Balance 7/1/2022	Transfers In	Transfers Out	Investment Earnings	Balance 3/31/2023
GWR ROW/Construction Capital Reserve	\$ 1,051,083.99	\$ -	\$ -	\$ 26,247.29	\$ 1,077,331.28
Sidewalks, Bike Paths, and Greenways Capital Reserve	132,269.89	25,000.00	-	3,920.75	161,190.64
Municipal Buildings/Land Capital Reserve	130,369.89	-	-	3,255.54	133,625.43
Public Works Facility Capital Reserve	330,120.65	495,000.00	-	20,475.10	845,595.75
Parks & Recreation Capital Reserve	-	400,000.00	-	9,821.91	409,821.91
Total	\$ 1,643,844.42	\$ 920,000.00	\$ -	\$ 63,720.59	\$ 2,627,565.01

Capital Projects Funds							
	Balance 7/1/2022	Revenue	Expenditures	Transfers In	Transfers Out	Investment Earnings	Balance 3/31/2023
GWR ROW/Construction Capital Project	\$ 735,968.24	\$ -	\$ -	\$ -	\$ -	\$ 18,378.34	\$ 754,346.58
JWP Maintenance Facility/Playground Expansion Capital Project	20,661.31	-	-	-	-	515.94	21,177.25
Gateway Project Capital Project	191,785.19	18,438.21	(27,538.58)	676,617.00	-	6,863.71	866,165.53
Community Center Capital Project	274,674.25	-	(8,132.13)	-	-	3,989.17	270,531.29
Roundabout at Lewisville-Vienna Road and Robinhood Road Capital Project	217,065.93	14,308.96	(17,886.20)	-	-	6,443.00	219,931.69
Total	\$ 1,440,154.92	\$ 32,747.17	\$ (53,556.91)	\$ 676,617.00	\$ -	\$ 36,190.16	\$ 2,132,152.34

American Rescue Plan Act Special Revenue Fund	
American Rescue Plan Act funding received	\$ 4,024,471.50
Transferred to General Fund to reimburse for general government services - revenue replacement - Fiscal Year 2021-2022	(1,208,168.14)
Transferred to General Fund to reimburse for general government services - revenue replacement - First Nine Months of Fiscal Year 2022-2023	(812,388.82)
Investment earnings	<u>69,338.14</u>
American Rescue Plan Act Special Revenue Fund - Cash Balance 3/31/2023	<u>\$ 2,073,252.68</u>

Lewisville Town Council
Briefing and Action Meeting Minutes
April 6, 2023 – 6:30 PM
Lewisville Town Hall 2nd Floor Conference Room
6510 Shallowford Road

1. Call to Order:

- A. Mayor Horn opened the meeting at 6:30 PM. In attendance were Mayor Mike Horn, Mayor Pro Tem Jeanne Marie Foster and Council Members Fred Franklin, Melissa Hunt, Ken Sadler, David Smitherman, and Jane Welch. Also attending were Town Manager James Ayers, Assistant Town Manager/Planning Director Stacy Tolbert, Finance Director Pam Orrell, Town Clerk Dora Moore, Public Works Director Jon Hanna, Facilities Manager Brian Moore, and Attorney Elliot Fus.
- B. Adoption of Agenda – Council Member Hunt moved to approve the agenda. The motion was seconded by Mayor Pro Tem Foster and approved unanimously.

2. Items Requiring Council Direction

- A. Discussion of invocation alternatives – After some discussion on how to proceed with invocations at regular Council meetings, Council consensus was Council members would volunteer to lead the invocation and examples would be provided to Council.
- B. Forsyth County Board of Elections deposit waiver – Mayor Horn shared that Lewisville Elementary School and Winston-Salem/Forsyth County Schools Board of Education have inquired if primary day and election day voting could be held at Mary Alice Warren Community Center (MAWCC) versus the school. Council consensus was that primary day and election day voting could be held at MAWCC only with no early voting.

3. Administrative Reports

- A. Manager
 - i. BAC update – Manager Ayers shared an update related to the review of board and committee structures and ways to improve community involvement.
 - ii. PARTF grant update – Request for qualifications related to the PARTF project at Jack Warren Park is expected to be issued next week. Once the requests are received and reviewed, staff will present a proposed contract for Council consideration.
 - iii. Solar panel project update – The solar panels atop Mary Alice Warren Community Center are live. Electricity production began March 28.
 - iv. Recruitment update – The Town is advertising for both a maintenance worker and a full-time communications specialist.
- B. Clerk
 - i. CityVision – April 25-27 – Concord
 - ii. Budget work sessions – April 20, 6 PM; May 1, 6 PM; May 4, 6:30 PM (if needed)
 - iii. Boards & Committees Ice Cream Social – May 19, 4:30-6:30 PM, MAWCC
 - iv. Holiday Open House – November 30 or December 8
 - Council consensus was to forego a holiday open house noting one was held in 2022 due to it being the first year of the Mary Alice Warren Community Center being open.
- C. Assistant Town Manager/Planner
 - i. UDO consultant procurement update – Request for proposals to procure a UDO (Unified Development Ordinance) consultant were issued on March 29 with proposals being due by April 24.

- ii. Lewisville-Vienna and Yadkinville Roads Roundabout – The Metropolitan Planning Organization (MPO) was requested to bring back to the forefront funding consideration of the Lewisville-Vienna and Yadkinville Roads roundabout. New estimated numbers of \$3,490,000 for this project were submitted to the MPO. Mrs. Tolbert noted this is a SPOT Safety Program project and does not require a 20% funding match. SPOT addresses smaller improvement projects related to safety, potential safety and operational issues.
- iii. Great Wagon Road project
 - Shallowford Square playground – The Great Wagon Road project will impact the playground at Shallowford Square. Since the playground was funded by PARTF, the new location of the playground will need to be submitted to PARTF for their approval. NCDOT will cover relocation costs. Any upgrades to the playground would be at the Town's expense.
 - Building leased – The property where the Town is leasing a building to store play equipment will be acquired by NCDOT and both the house and garage will be demolished. NCDOT will dispose of the buildings and their contents at NCDOT costs. The costs of a play production as well as the fact that Shallowford Square is tied up for eight weeks was discussed. Staff noted the new, smaller amphitheater to be constructed at Jack Warren Park might be a better option for outdoor productions. Council consensus was to permit NCDOT to discard unusable items on behalf of the Town.
- iv. Gateway project update – The gateway project was delayed five weeks due to Windstream's schedule. Council discussed in detail options to keep the project moving efficiently with as little inconvenience to the community as possible. Council consensus was to permit 25 nights of work whereby there would be full lane closures with access only to the gas station and homes. Traffic would be detoured.
- D. Community Center Facilities Manager
 - i. MAWCC quarterly report – The past quarter's revenues for MAWCC were discussed noting the Town is on track to exceed projected revenues. Mr. Moore shared upcoming new programs at the center.

A break was taken from 8:42 PM until 8:49 PM.

4. **Agenda Items for Regular Meeting on April 13, 2023**

- A. Tentative Agenda
 - i. Consent Agenda
 - a. Resolution 2023-018 – Financial statements for the eight months ended February 28, 2023
 - ii. Approval of Regular Meeting Minutes – February 9, 2023
 - iii. Approval of Agenda Briefing Minutes – March 2, 2023
 - iv. Approval of Regular Meeting Minutes – March 9, 2023
 - ii. Introductions, Recognitions, Presentations and/or Proclamations
 - a. Recognitions
 - 1. Meghan Flow, Planning Board
 - 2. Jessica Higgins, Planning Board
 - 3. Ryan Walker, Parks & Recreation Board
 - b. Presentations
 - 1. Great Wagon Road – Connie James, NCDOT
 - 2. Sheriff's office

- iii. Proclamations
 - a. Proclamation 2023-001 – Volunteer Appreciation Week – April 16-22, 2023
 - b. Proclamation 2023-002 – Historic Preservation Month – May 2023
- B. Appointment(s)
 - i. Appointment Order 2023-004 – Alex Branower – Lewisville Beautification
 - ii. Appointment Order 2023-005 – Alex Branower – Environmental Conservation & Sustainability
- C. Old Business
- D. New Business
 - i. Ordinance 2023-014 – Amending the Lewisville-Vienna Road and Robinhood Road Roundabout Capital Project Ordinance - \$1,531,485
 - ii. Ordinance 2023-015 – Amending Budget Ordinance 2022-001 – Transfer \$306,297 from General Fund to Lewisville-Vienna Road and Robinhood Road Roundabout Capital Projects Fund
 - iii. Resolution 2023-019 – Authorizing auditing services for fiscal year 2022-2023 with Gibson & Company
 - a. Request for proposals was sent to thirty-nine firms and two proposals were received. Gibson & Company was low bid.
 - iv. Resolution 2023-020 - Paving contract
 - a. Bids for the paving contract will be received April 11.
 - v. Ordinance 2023-016 – Voluntary Agricultural District (VAD)
 - a. Mr. Fus is working with Forsyth County to develop the agreement.
- 5. **For the Good of the Order**
 - A. City-County Planning Board representation – Council consensus was to join Clemmons and Kernersville in requesting representation on the City-County Planning Board.
 - B. West Central Community Center – Council consensus was given for Mayor Horn to continue discussions with West Central Community Center related to a potential dog park.
- 6. **Closed Session – NCGS 143-318.11(a)(6) – Personnel related** – Mayor Horn moved to enter into closed session pursuant to NCGS 143-318.11(a)(6) at 9:12 PM. The motion was seconded by Council Member Welch and approved unanimously.

Council returned to regular session at 9:46 PM.
- 7. **Adjournment** – Council Member Sadler moved to adjourn the meeting at 9:48 PM. The motion was seconded by Mayor Pro Tem Foster and approved unanimously.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

C. Proclamations

- i. Proclamation 2023-001 - Volunteer Appreciation Week – April 16-22, 2023 – Council Member Franklin moved to approve Proclamation 2023-001. The motion was seconded by Council Member Hunt and approved unanimously. (*Proclamation 2023-001 is herein incorporated by reference into the minutes.*)
- ii. Proclamation 2023-002 – Historic Preservation Month – May 2023 – Council Member Franklin moved to approve Proclamation 2023-002. The motion was seconded by Council Member Smitherman and approved unanimously. (*Proclamation 2023-002 is herein incorporated by reference into the minutes.*)

4. **Public Forum** – No comments.

5. **Appointment(s)**

- A. Appointment Order 2023-004 – Alex Branower – Lewisville Beautification – Council Member Franklin moved to approve Appointment Order 2023-004. The motion was seconded by Council Member Sadler and approved unanimously. (*Appointment Order 2023-004 is herein incorporated by reference into the minutes.*)
- B. Appointment Order 2023-005 – Alex Branower – Environmental Conservation & Sustainability – Council Member Hunt moved to approve Appointment Order 2023-005. The motion was seconded by Council Member Welch and approved unanimously. (*Appointment Order 2023-005 is herein incorporated by reference into the minutes.*)

6. **New Business**

- A. Ordinance 2023-014 – Amending the Lewisville-Vienna Road and Robinhood Road Roundabout Capital Project Ordinance - \$1,531,485 – Council Member Hunt moved to approve Ordinance 2023-014. The motion was seconded by Council Member Franklin and approved unanimously. (*Ordinance 2023-014 is herein incorporated by reference into the minutes.*)
- B. Ordinance 2023-015 – Amending Budget Ordinance 2022-001 – Transfer \$306,297 from General Fund to Lewisville-Vienna Road and Robinhood Road Roundabout Capital Projects Fund – Council Member Welch moved to approve Ordinance 2023-015. The motion was seconded by Council Member Hunt and approved unanimously. (*Ordinance 2023-015 is herein incorporated by reference into the minutes.*)
- C. Resolution 2023-019 – Authorizing auditing services for fiscal year 2022-2023 with Gibson & Company – Council Member Franklin moved to approve Resolution 2023-019. The motion was seconded by Council Member Hunt and approved unanimously. (*Resolution 2023-019 is herein incorporated by reference into the minutes.*)
- D. Resolution 2023-020 – Awarding paving contract for street paving – Yadkin Valley Paving Inc. - \$425,064.51 – Council Member Welch moved to approve Resolution 2023-020. The motion was seconded by Council Member Hunt and passed unanimously. (*Resolution 2023-020 is herein incorporated by reference into the minutes.*)

7. **Administrative Reports**

- A. Upcoming events and closings
 - i. Lewisville Earth Day (LED) – April 29 at Shallowford Square, 9 AM-2 PM
- B. Clerk's Report
 - i. CityVision – April 25-27 – Concord
 - a. Council consensus was given for Mayor Horn to be the voting delegate at CityVision.
 - ii. Budget work sessions – April 20, 6 PM; May 1, 6 PM; May 4, 6:30 PM (if needed)
 - iii. Budget public hearing – May 11, 2023, 7 PM

iv. Boards & Committees Ice Cream Social – May 19, 4:30-6:30 PM, MAWCC

8. **For the Good of the Order**

A. Public comments – None

B. Council comments

- i. Council Member Franklin inquired why the budget hearing was being held in May versus June. Mr. Ayers stated this would provide Council opportunity to consider comments that may be received during the hearing and prior to voting on the budget.
- ii. Budget workshops will be held in the Council Chambers.
- iii. Mayor Horn reflected on the public service of Mary Gaines who recently passed and extended condolences to her family.

9. **Adjournment** – Council Member Franklin moved to adjourn the meeting at 7:48 PM. The motion was seconded by Council Member Hunt and approved unanimously.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk



**ORDINANCE 2023-016 OF THE LEWISVILLE TOWN COUNCIL
ORDER TO COLLECT 2023 TAXES BY THE FORSYTH COUNTY TAX COLLECTOR**

NORTH CAROLINA
FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE TOWN OF LEWISVILLE
IN ACCORDANCE WITH G.S.105-321 AND G.S. 153A-156
FOR THE COLLECTION OF 2023 TAXES

TO: JOHN T. BURGESS, 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 Tobacoville, 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, 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 _____ day of _____, 2023.

Mike Horn, Mayor, Town of Lewisville

ATTEST:



**ORDINANCE 2023-016 OF THE LEWISVILLE TOWN COUNCIL
ORDER TO COLLECT 2023 TAXES BY THE FORSYTH COUNTY TAX COLLECTOR**

Dora K. Moore, Town Clerk

DRAFT



**ORDINANCE 2023-017 OF THE LEWISVILLE TOWN COUNCIL
ORDER TO COLLECT 2022 AND PRIOR YEARS' TAXES BY THE FORSYTH COUNTY TAX COLLECTOR**

NORTH CAROLINA
FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE TOWN OF LEWISVILLE
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. BURGESS, 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 Tobacoville, 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 11th day of May, 2023.

Mike Horn, Mayor, Town of Lewisville

ATTEST:



**ORDINANCE 2023-017 OF THE LEWISVILLE TOWN COUNCIL
ORDER TO COLLECT 2022 AND PRIOR YEARS' TAXES BY THE FORSYTH COUNTY TAX COLLECTOR**

Dora K. Moore, Town Clerk

DRAFT



**RESOLUTION 2023-022 OF THE LEWISVILLE TOWN COUNCIL
OPPOSING SENATE BILL 317 AND HOUSE BILL 562**

WHEREAS, Senate Bill 317 and House Bill 562, "Addressing the Workforce Housing Crisis," attempt to provide solutions to North Carolina's affordable and workforce housing shortages, they contain numerous problematic provisions that do not solve and may exacerbate the affordable housing situation; and,

WHEREAS, current planning and zoning ordinances have been adopted to promote the health, safety, and general welfare of the residents of Town of Lewisville through thoughtful and deliberate development activities that embrace the wishes of Lewisville residents and support our Comprehensive Plan; and,

WHEREAS, while these bills appear to purposefully circumvent development regulations authorized by G.S. 160D-702 under the guise of creating workforce housing, they not only fail to do so in a meaningful way, but they will also result in development inconsistent with our community plans established by the residents of the Town of Lewisville as described in our comprehensive land use plan, small area plans, overlay development plan, greenway plan, parks master plan and other adopted plans.

NOW, THEREFORE BE IT RESOLVED, that the Town of Lewisville, North Carolina, opposes Senate Bill 317 and House Bill 562 for the following reasons:

- The bills are an overreach that creates a loophole to avoid community planning without meaningfully addressing workforce housing.
- The bills would allow a development to claim workforce housing with less than 10% initial total owner-occupied workforce housing reducing to 0% workforce housing requirement after one year with a readjustment to market rate prices eliminating the intent of the bills to create affordable workforce housing.
- The bills undermine the local authority of our community's zoning regulations.
- The bills do not adequately address the affordability or the length of homeownership.
- The bills contain an unrealistic time allotment for approvals in section 160D-802.
- The bills create a default approval deadline favoring developers and undermining local zoning and planning processes.
- The bills generally eliminate local public input and local solutions to address workforce housing.
- The bills do not adequately address affordable housing in a meaningful and sustainable way.
- The bills are a continuation of the legislature's efforts to usurp the authority of local cities and towns to manage the growth of their communities in the best interests of our residents.

Adopted this the 11th day of May 2023.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk



STAFF REPORT

ITEM:	1. ORDINANCE 2023-018
	2. RESOLUTION 2023-023
SUBJECT:	<ol style="list-style-type: none"> 1. BUDGET AMENDMENT FOR \$16,904 TO RELOCATE THE EXISTING GATE AT THE ENTRANCE TO JACK WARREN PARK 2. CONTRACT APPROVAL – FENCE BUILDERS, INC. - \$14,630 – TO RELOCATE EXISTING GATE AT THE ENTRANCE TO JACK WARREN PARK
PREPARED BY:	PAM ORRELL, FINANCE DIRECTOR
DATE SUBMITTED:	5/11/2023

BACKGROUND/SUMMARY:

The existing gate at the entrance to Jack Warren Park suffered damage when the Mary Alice Warren Community Center was under construction. Before making the necessary repairs, staff proposes moving the gate further into the entrance to Jack Warren Park beyond the parking spaces. This would allow access to these parking spaces by the patrons of the Community Center after dark when the Park and gate are closed. The cost to relocate the gate is as follows:

Fence Builders, Inc. - Gate relocation	\$ 14,630
Hodges Triad Electric, LLC - Electrical	\$ 2,014
Allied Associates, P.A. - Utility designation	\$ 260
Total Cost	\$ 16,904

STAFF RECOMMENDATION AND REQUESTED ACTION:

1. Staff is requesting that Council approve Ordinance 2023-018 which is a budget amendment in the amount of \$16,904 to cover all of the costs involved in the gate relocation at Jack Warren Park.
2. Staff is requesting that Council approve Resolution 2023-023 to approve the contract with Fence Builders, Inc. in the amount of \$14,630.

FISCAL IMPACT:

The cost of the gate relocation, \$16,904 will be paid out of General Fund balance appropriated.

ATTACHMENTS:

1. Ordinance 2023-018 – Amending Ordinance 2022-001 – Budget Amendment for \$16,904 to relocate gate at Jack Warren Park.
2. Resolution 2023-023 – Approve contract with Fence Builders, Inc. for \$14,630
3. Contract with Fence Builders, Inc. for \$14,630



TOWN OF LEWISVILLE
Budget Amendment Ordinance 2023-018
Amending Budget Ordinance 2022-001

FINANCE DEPARTMENT USE ONLY
Budget Amendment # 28
Pam Orrell, Finance Director

CODE	ACCOUNT DESCRIPTION	AMOUNT	CODE	ACCOUNT DESCRIPTION	AMOUNT
10-00-6120-3512	General Fund - Parks & Recreation - Jack Warren Park Maintenance and Repairs	\$ 16,904.00	10-00-3990-9000	General Fund - Fund Balance Appropriated	\$ 16,904.00
		\$ 16,904.00			\$ 16,904.00

EXPLANATION: To budget for the relocation of the gate at the entrance to Jack Warren Park.

RECOMMENDED BY: Pam Orrell, Town Finance Director

Approved and effective upon adoption this the 11th day of May 2023 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk



**RESOLUTION 2023-023 OF THE LEWISVILLE TOWN COUNCIL
AUTHORIZING CONTRACT JACK WARREN PARK GATE RELOCATION**

WHEREAS, the existing park entrance gate at Jack Warren Park suffered damage during the construction of the Mary Alice Warren Community Center; and

WHEREAS, additional parking is sometimes needed for the Mary Alice Warren Community Center; and,

WHEREAS, staff proposes relocating the entrance gate further into Jack Warren Park beyond the parking area so patrons of the Mary Alice Warren Community Center can utilize the parking when Jack Warren Park is closed.

NOW, THEREFORE BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Town Manager is authorized to sign a contract with Fence Builders, Inc. to relocate and repair the Jack Warren Park entrance gate in an amount not to exceed \$14,630.

Adopted this the 11th day of May 2023 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

TOWN OF LEWISVILLE, NORTH CAROLINA
P.O. Box 547 Lewisville, NC 27023
336-945-5558

AGREEMENT

Jack Warren Park Gate Relocation

Contractor Name/Address/Phone/Email

Fence Builders, Inc.
1230 Old Salisbury Road
Winston-Salem, NC 27127
336-788-9090
Don Richardson
drichardson@fencebuildersinc.com

This agreement is entered into this 11th day of May, 2023 by and between **Fence Builders, Inc.** (the "Contractor") and the Town of Lewisville, a municipal corporation of the State of North Carolina, (the "Town"). The Town and Contractor may collectively be referred to as "Parties" hereinafter.

The Town and the Contractor, for the consideration stated herein, agree as follows:

1. Scope of Work

The Contractor agrees to perform for the Town the following services: **The Contractor shall provide the labor, materials, and equipment to relocate the existing gate at the entrance to Jack Warren Park to the area as designated by the Town's Public Works Director, and as detailed in the Contractor's quote which is attached to and made a part of this Agreement.**

2. Specifications

The Contractor shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. Upon request by the Town, the Contractor will provide plans and specifications prior to engaging in any services under this Agreement. The Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between any provided plans and specifications and this Agreement, this Agreement shall control.

3. Time of Commencement and Completion

Contractor shall commence the work required in this Agreement as soon as possible, and the Contractor shall complete entire work no later than June 23, 2023. If the Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and

equitable remedies. Any changes to the schedule(s) provided in this Agreement must be agreed to in writing by the Town and the Contractor.

4. Consideration and Payment of Services

In consideration of the above services, the Town will pay the Contractor the total sum of **\$14,630** to be paid within 30 days from receipt of the invoice. The Town shall pay the Contractor's invoices at the times set forth in this Agreement unless a bona fide dispute exists between the Town and the Contractor concerning the accuracy of said invoice, the services covered thereby, or the performance of Contractor's obligations under this Agreement.

5. Indemnification

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Town of Lewisville, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Lewisville, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

6. Applicability of Laws and Regulations

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Forsyth, and the Town of Lewisville in the performance of the services outlined in this Agreement and any attached specifications. This Agreement shall be governed by the laws of the State of North Carolina.

7. E-Verify Compliance

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). The Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. Independent Contractor

The Contractor agrees that he/she is an independent contractor not under the control or supervision of the Town and therefore not eligible for worker's compensation or other Town employee benefits. The Contractor shall be wholly responsible for the methods, means, and techniques of performance. Contractor does not make this agreement under any duress.

9. Anti-Human Trafficking

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

10. Quality and Workmanship

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

11. Insurance

The Contractor shall maintain in full force and effect throughout the term of this Agreement and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

- a. Workers' Compensation Insurance at or above the Statutory Minimum.
- b. Employer's Liability Insurance in the minimum amount of \$1,000,000.
- c. General Liability Insurance in the minimum amount of \$1,000,000.
- d. Automobile Insurance in the minimum amount of \$1,000,000.

The Contractor shall provide certificates of insurance showing proof of the above coverages. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Lewisville within 10 days of their receipt of notice from the insurance company. Notwithstanding the foregoing, neither the requirement of the Contractor to have sufficient insurance nor the requirement that the Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

12. Pre-Project Safety Review Meeting

When specified by the Town, the Contractor shall attend a pre-project safety review meeting with the contacting Town representative prior to the start of work.

13. Default

In the event of substantial failure by the Contractor to perform in accordance with the terms of this Agreement, the Town shall have the right to terminate this Agreement upon seven (7) days written notice in which event the Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

14. Termination for Convenience

The Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Contractor. The Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay the Contractor for all services satisfactorily performed.

15. Delay Beyond the Control of the Parties

Neither Contractor nor Town shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control the Parties. "Forces Beyond the Control of the Parties" shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, strike, pandemic, civil disobedience, and/or governmental order or regulation.

16. Nonwaiver for Breach

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the Parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

17. Construction

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

18. No Representations

The Parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations, that they have fully read and understand this Agreement before signing their names, and that they act voluntarily and with full advice of counsel.

19. Severability

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

20. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

21. Modification

This Agreement contains the full understanding of the Parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

22. Binding Effect

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

23. Assignment

The Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent

the Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist the Contractor in the performance of services rendered.

24. Non-Appropriation

Notwithstanding any other provisions of the Agreement, the Parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

25. Electronic Signature

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

26. Notice

A letter properly addressed and sent by mail, certified mail, or registered mail to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of this agreement. Notice will be considered sent either when received at the appropriate address or deposited in the United States mail.

Town of Lewisville
P.O. Box 547
Lewisville, NC 27023
336-945-5558

James Ayers
Town Manager

Date

Fence Builders, Inc.
1230 Old Salisbury Road
Winston-Salem, NC 27127

Signature

Date

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

Pam Orrell, Finance Director

DRAFT



1230 Old Salisbury Rd.
 Winston-Salem, NC 27127
 NCGCL # 69297
 FAX: 336-785-4508
 Toll Free 1-800-334-1055

FENCE BUILDERS

INCORPORATED

SINCE 1955

336-788-9090 Winston-Salem
 336-272-2200 Greensboro
 336-889-8959 High Point
 www.fencebuildersinc.com



PROPOSAL: After Receipt of Signed Copy From Buyer, This Proposal When Accepted By Fence Builders, Inc. Becomes A Contract Between The Two Parties

Job #	Name	Street
	Town of Lewisville	
City	State	Zip
		5/5/2023
Date	Phone	Phone
	336-403-3121	
Job name and location, if different from above:		Contact/Site Phone
Jack Warren Park Auto Slide Gate Relocation Proposal		Jon Hanna
Email: publicworks@lewisvillenc.nc		

Special Instructions:

CHAIN LINK	Coating	Gauge	Mesh	Height, Fabric	Top Rail	Line Posts	Corner Posts	W. Gate Posts	W. Gate Frame	Latch	Barb Wire
	Style	Tie Wires		Height, Overall	Coil Wire	End Posts	Pull Posts	D. Gate Posts	D. Gate Frame	Hinges	Barb Arm

SPECIFICATIONS:	Pickets	Rails	Line Posts	Term Posts	Shape	Style
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1-	Existing 24' x 4'h. BVCL cantilever slide gate relocate in approx. 120' from gate current location.
2-	4" o.d. S-40 black coated gate support posts w/ concrete footers.
1-	3" o.d. S-40 black coated latch post w/ concrete footer.
4-	2-1/2"x4" Nylon slide gate rollers with guards.
1-	All-O-Matic SL-100FP DC slide gate operator. 24VDC brushless motor, w/ battery back-up and post mount kit.
1-	Monitored photo beam sensor install on public side gate opening.
1-	6'x10' Reversing/Exit request vehicle loop detection sensor saw cut & saw in pavement on secure side of gate.
2-	Reverse on contact gate edge sensors installed on lead & trail edge of slide gate.
	Gate operator system UL-325 & 991 compliant.
70'	x 4'h. # 9 ga. black coated chain link fence installed from gate to existing rail fence. 1-5/8" o.d. top rail, 2" o.d. line posts 10' o.c., 2-1/2" o.d. end post, concrete footers.
	Demo and dispose of existing gate operator, chain assembly, photo beam, gate edges, cut off latch post to grade.
	Existing fence and concrete gate pad to remain in place.

Materials & Labor:	\$14,630.00
Tax:	\$364.75
Project Total:	\$14,994.75

Thank you,
 Fence Builders, Inc.

Don Richardson	Date	Buyer: (o Owner) (o Authorized Representative) (P.O.#)	Date
	5/5/23		

Terms and Conditions

Fence Builders, Inc. hereby sells to the purchaser the fence product or structure described in this contract, subject to all terms and conditions on each side of this contract and the purchaser in consideration thereof, agrees that:

Responsibility of Buyer: Purchaser agrees to locate and identify the property lines and pertinent easements. Purchaser takes sole responsibility for fence location. Purchaser agrees that they are solely responsible for the location of the fence described in this proposal. Purchaser will defend Fence Builders, Inc. and reimburse them for all costs in connection with any claim made by anyone about the location of the fence. Purchaser is responsible for any special work described in this proposal.

Unforeseen Conditions - Additional Charges: Purchaser agrees that Fence Builders, Inc. Has the right to make reasonable additional charges if unforeseen ground conditions under the fence installation. Such conditions may include rock formations, hidden foundations, tree roots and other obstacles.

Underground Systems: Purchaser agrees that Fence Builders, Inc. will not be held responsible under any circumstances for damage to any underground pipes, drains, wires, cables, foundation, sprinklers etc. that are not marked by the utility services. If proposed fence line is within 30" of marked underground utilities, either the fence line will be moved or the owner will be fully responsible for any damage that occurs while digging said fence line.

Payment: Payments to Fence Builders, Inc. is due per the terms specified on the face of the contract. Due on completion means customer will pay on receipt of invoice. Customer agrees that if payment is made later than agreed terms a late charge of one and a half percent per month will be paid by the customer. Failure to pay as agreed will void all warranties. There will be a \$25 charge for returned checks. If any unpaid balance is turned over to an attorney for collection organization the customer will be responsible for all fees associated with the collection of the monies due. In addition, the customer will also be responsible for any fees to reimburse Fence Builders, Inc. for the costs associated with liens placed on the property until full payment has been received. Any financing agreements are made between the customer and a third party financing institution.

Contract: This proposal only becomes a contract after being signed by the purchaser and accepted by an officer of Fence Builders, Inc.

Disputes: Purchaser agrees that any disputes concerning this contract will be adjudicated in the appropriate North Carolina municipality.

Price: The agreed upon total price on this proposal is an all-inclusive dollar amount which includes Fence Builders, Inc. cost of materials including sales tax, delivery and installation labor charge to the customer for all installation services. Final footage, associated components and services may vary. Said variations will be billed or credited on a pro-rated basis.

Redo Work and Extra Trips: Customer shall be present when work commences unless alternate arrangements have been made to indicate location of the fence and gates and to inform workmen of any special conditions. Work completed in error due to customer's lack of direction to installers will be corrected at customer's expense. Extra trips necessitated by customer-caused interruptions will be billed to the customer at a rate that is based on the costs incurred. Customer will be present at project completion to approve work. If extra trips are requested to make changes or corrections not related to workmanship, customer will be billed for trip charges plus the cost of the changes requested.

Warranties: Fences are warranted for 1 year against defects in workmanship. Exclusions: vandalism, extreme weather damage, misuse, climbing, unusual impact of pressure and normal wear and tear. Fence materials will change appearance dimension and shape due to the process of aging and exposure to the elements. Wood fence materials are subject to warpage and cracking. Defects caused by the above described natural changes to the material are specifically excluded from this warranty. Standard manufacturers warranties shall apply on all applicable products installed.

Gate Warranty: Gates will be adjusted at no charge for a period of 90 days after the install date, provided that abuse is not evident. This Limited Warranty is in lieu of any other express or implied warranties, including but not limited to implied warranties of merchantability, or fitness for any particular purpose. No verbal assurances or warranties will be valid at any time. Valid warranty claims will be attended to by Fence Builders, Inc. within a reasonable period of time of notification to Fence Builders, Inc.

Animal and Child Containment: Due to the varied surface of the earth uneven spaces will exist between the bottom of the fence and the ground. Pets and children will exploit these spaces to escape. Pets and children can also climb over any fence. Purchaser agrees that Fence Builders, Inc. will not be held responsible for the retention of pets or children within installed fences or for damages resulting from the escape of pets or children.

Attachment to Masonry: The attachment of fences and gates to existing masonry structures such as columns, walls, driveways, buildings, etc. carries the risk of damaging said structures. Masonry walls and columns with fences attached are subject to damage from wind. Purchaser agrees that Fence Builders, Inc. will not be held liable for damage to masonry structures described herein.

Scheduling: Completion of this contract can be delayed by inclement weather, manpower constraints and or equipment availability. Said delays can cause the buyer inconvenience and or expense such as lost time at work, pet boarding fees, etc. Customer agrees that Fence Builders, Inc. will not allow a reduction in the contract price, nor will reimbursement be made to compensate customer for said expenses and or inconvenience.

Fence Height: Fence height is defined herein as the height of the fence at its tallest point from grade plus or minus six inches.

Site Preparation: Site preparation, such as clearing and grading, is the responsibility of the customer, unless other specific arrangements have been established in the contract.

Building Permits: All required building permits are the responsibility of the customer unless otherwise noted or agreed upon.

Other: Unless specified on the face of the contract all matters relating to the completion of this project will be decided by Fence Builders, Inc. This will include gate placement, material selection, construction technique, etc.

Cancellation: This contract can be cancelled without penalty, if done within 3 days of date signed by purchaser. After the 3 day grace period, cancellation of this contract will result in charges for any work performed and or materials procured for the contracted work, plus a fee equal to 15% of the contract amount.

Verbal Representation: Responsibilities of Fence Builders, Inc. are limited to that which is described in this contract. Verbal representations by Fence Builders, Inc. employees will not be honored.



**RESOLUTION 2023-024 OF THE LEWISVILLE TOWN COUNCIL
AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND FORSYTH COUNTY FOR
IMPLEMENTATION OF VOLUNTARY AGRICULTURAL DISTRICT PROGRAM**

WHEREAS, Town of Lewisville residents and property owners have requested Voluntary Agricultural Districts be permitted within the Town; and,

WHEREAS, the Town Council recognizes the need to promote agricultural endeavors within the community; and,

WHEREAS, the Town Council wants to ensure farmland, horticultural land, and forestland within the Town of Lewisville can enjoy the full benefits of participating in a Voluntary Agricultural District program.

NOW, THEREFORE BE IT RESOLVED, that the Town of Lewisville approves an interlocal agreement between the Town of Lewisville and Forsyth County for the implementation of a Voluntary Agricultural District program and authorizes the Town Manager to sign said agreement.

Adopted this the 11th day of May 2023.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

**INTERLOCAL AGREEMENT BETWEEN TOWN OF LEWISVILLE AND FORSYTH
COUNTY FOR IMPLEMENTATION OF THE VOLUNTARY AGRICULTURAL
DISTRICT PROGRAM WITHIN THE JURISDICTION OF
THE TOWN OF LEWISVILLE**

This agreement made and entered into this ____ day of _____, 2023 by and between the County of Forsyth, hereinafter referred to as the County, and the Town of Lewisville, hereinafter referred to as the Town.

A. PURPOSE:

The purpose of this agreement is to develop and expand a framework of cooperation between the County and the Town, as authorized by N.C.G.S. 160A-460 through 160A-466, to allow for the development and implementation of the mutually beneficial Voluntary Agricultural District Program within the jurisdiction of the Town of Lewisville.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The inhabitants of both the County and the Town have recognized the need to promote agricultural values and the general welfare of their communities; increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; increase protection from non-farm development and other negative impacts on properly managed farms; and have therefore agreed that the County shall authorize the Forsyth County Agricultural Advisory Board to implement the provisions of a voluntary agricultural district program within the boundaries of the Town, according to the terms set forth in the Forsyth County Ordinance Establishing Voluntary Agricultural Districts and the Lewisville Ordinance Establishing Voluntary Agricultural Districts.

C. TERMS AND PROVISIONS OF AGREEMENT:

1. Benefits: Ensure that farmland, horticultural land and forestland within jurisdictional limits of the Town shall enjoy the full benefits of participation in the Voluntary Agricultural District Program.
2. Non Fund Obligation Document: This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.
3. Amendments: No amendments may be made to this Agreement except with the prior written consent of both parties.

4. Execution of the Undertaking: The Voluntary Agricultural District Program will be extended to the jurisdiction of the Town of Lewisville by authorizing the Forsyth County Agricultural Advisory Board to expand its implementation of said Program to include Lewisville, and costs and expenses associated with the Voluntary Agricultural District Program shall be borne by the Agricultural Advisory Board. The Town of Lewisville hereby grants the Forsyth County Agricultural Advisory Board and Forsyth County Cooperative Extension staff all necessary authority to administer the Voluntary Agricultural District Program within the jurisdiction of the Town of Lewisville.
5. Termination: Either the Town or the County may withdraw from this Agreement upon sixty (60) days' notice in writing.

D. CONTACTS:

1. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forsyth County Contact:

Name _____

Phone _____

Fax _____

E-mail _____

Town of Lewisville Contact:

Name Stacy Y. Tolbert

Phone 336-945-1023

Fax _____

E-mail planner@lewisvillenc.net

2. DURATION OF AGREEMENT: Upon full execution, this Agreement shall remain effective indefinitely, until terminated in accordance with the above termination provision.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Forsyth County:

By: _____ Date: _____

Title: _____

Town of Lewisville:

By: _____ Date: _____

Title: Town Manager



**ORDINANCE 2023-019 OF THE LEWISVILLE TOWN COUNCIL
AMENDING THE LEWISVILLE TOWN CODE CHAPTER 22
VOLUNTARY AGRICULTURAL DISTRICTS**

WHEREAS, Town of Lewisville residents and property owners have requested Voluntary Agricultural Districts be permitted within the Town; and,

WHEREAS, Lewisville Town Council has noted the benefits for farmland, horticultural land, and forestland within the Town of Lewisville being promoted.

WHEREAS, the Lewisville Town Council has executed an interlocal agreement with Forsyth County to implement a Voluntary Agricultural District program within the Town of Lewisville.

NOW THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that Voluntary Agricultural Districts be added to the Town of Lewisville's Code of Ordinances as described in the attached document.

Adopted this the 11th day of May 2023 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

CHAPTER 22

Section 22-5 – VOLUNTARY AGRICULTURAL DISTRICTS

22-5.1. Authority.

The articles and sections of this ordinance are adopted pursuant to authority conferred by Article 61 of Chapter 106 (Sections 106-735 through 106-744) and Chapter 153A of the North Carolina General Statutes.

22-5.2. Purpose.

Voluntary agricultural districts promote agricultural values and the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; decrease the likelihood of legal disputes, such as nuisance actions between farm owners and their neighbors; encourage the economic and financial health of agriculture; and increase protection from non-farm development and other negative impacts on properly managed farms within the Town of Lewisville.

22-5.3. Forsyth County Agricultural Advisory Board.

- (a) *Creation.* The Forsyth County Board of Commissioners hereby establishes the Forsyth County Agricultural Advisory Board (hereinafter "advisory board") to implement the provisions of this chapter.
- (b) Organization of the Advisory Board is referenced in the Forsyth County Code, Chapter 22 Voluntary Agricultural Districts, Section 22-3.

22-5.4. Establishment of voluntary agricultural districts.

- (a) *Implementation.* In order to implement the purposes stated in this chapter, the advisory board may establish voluntary agricultural districts (hereinafter "districts") which meet the following standards:
 - (1) Each district, when initially established, shall contain a minimum of five (5) acres of land in agricultural production.
 - (2) In order to form each district, the property owner of the property defined herein shall execute a conservation agreement as provided in G.S. 106-737(4) to sustain agriculture in the district in such form as approved by the advisory board.
 - (3) Each district shall be represented by the current advisory board.

- (b) *Education.* The Forsyth County Board of Commissioners may take such action as it deems appropriate through the advisory board or other entities or individuals to encourage the formation of the districts and to further their purposes and objectives, including the implementation of a public information program to reasonably inform landowners of the voluntary agricultural district program.
- (c) *Addition and withdrawal.* In the event that one (1) or more participants in the district withdraws and the acreage in the district becomes less than the minimum acreage required or results in the remaining land being noncontiguous, the district will be dissolved.

22-5.5. Certification and qualification of farmland.

- (a) *Requirements.* In order for farmland to qualify for inclusion in a voluntary agricultural district, it must be real property that:
 - (1) Is used for bona fide farm purposes, as that term is defined in G.S. 106-743.4(a) and G.S. 160D-903;
 - (2) Is managed in accordance with the Natural Resources Conservation Service defined erosion control practices that are addressed to highly erodible land; and
 - (3) Is the subject of a conservation agreement, as defined in G.S. 121-35, between Forsyth County and the owner of such land that prohibits nonfarm use or development of such land for a period of at least ten (10) years, except for the creation of not more than three lots that meet applicable county and municipal zoning and subdivision regulations. The form of the conservation agreement shall be approved by the Forsyth County Agricultural Advisory Board.

22-5.6. Application and approval procedure.

- (a) *Application procedure.*
 - (1) A landowner may apply for qualification as a voluntary agricultural district by making application to the chairperson of the advisory board or a designated staff person. The application shall be on forms provided by the advisory board. The application shall clearly identify the tax parcel or parcels or any portion thereof that is proposed for the district.
 - (2) A conservation agreement to sustain, encourage, and promote agriculture must be executed by the landowner and submitted for review as part of the application to the advisory board. Permitted uses include agriculture, horticulture, and forestry.
- (b) *Approval process.*
 - (1) Upon submission of the application to the advisory board, the advisory board shall consider the application at the next regularly scheduled meeting. The chairperson shall notify the applicant of approval or disapproval of qualification as a district.

- (2) Upon receipt of an application, the chairperson will forward copies immediately to the following offices which shall be asked to provide comments regarding the qualifying status of the property, if any, to the advisory board prior to the date set for the advisory board vote on the application:
 - a. The Forsyth Soil and Water Conservation District staff;
 - b. The Natural Resources Conservation Service; and
 - c. The Town of Lewisville planning staff.

22-5.7. Revocation and renewal of conservation agreement.

- (a) *Revocation.* By providing written notice to the advisory board, a landowner of qualifying farmland may revoke the conservation agreement or the advisory board may revoke the same conservation agreement based on noncompliance by the landowner. Such revocation shall result in loss of qualifying farm status. Absent noncompliance by the landowner, the advisory board shall not revoke any conservation agreement prior to its expiration.
- (b) *Renewal.* Conservation agreements shall be deemed automatically renewed unless either the advisory board or the landowner gives written notice to the contrary no later than thirty (30) days prior to the termination date.

22-5.8. Public hearings on condemnation of farmland.

- (a) *Condemnation proceedings.* No state or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a district until such agency or unit has requested the advisory board to hold a public hearing on the proposed condemnation.
- (b) *Procedure.*
 - (1) The advisory board shall have thirty (30) days after receiving a request to hold the public hearing and submit its findings and recommendations to the agency requesting the condemnation.
 - (2) During the public hearing provided herein on condemnation, the advisory board shall consider the following:
 - a. Whether the need for the property has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and
 - b. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District within which the proposed action is to take place.
 - (3) The advisory board shall consult with the county cooperative extension director, the natural resources conservation service district conservationist, and any other

individuals, agencies, or organizations deemed by the advisory board to be necessary for its review of the proposed action.

- (4) No condemnation action may be formally initiated while the proposed condemnation is properly before the advisory board within the legal time limitations.

22-5.9. Notification.

- (a) *Record notice of proximity to voluntary agricultural district.*
 - (1) *Procedure.* In that Forsyth County has a computerized land records system, the county shall require that such records show the location of all voluntary agricultural districts and all properties within one-half mile of the property line of any tract of land enrolled in a voluntary agricultural district.
 - (2) *Limit of liability.* In no event shall Forsyth County or any of its officers, employees, members of the advisory board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this chapter under the procedures of subsection (a)(1) of this section.
 - (3) *No cause of action.* In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or voluntary agricultural district as defined in this chapter.
- (b) *Signage.* Signs identifying approved Voluntary Agricultural Districts shall be placed along the rights-of-way of major roads that pass through or next to those Districts. There shall be at least one (1) sign posted for every two (2) miles of such roads or as many as may be deemed appropriate by the advisory board, or its administrative agent for the voluntary agricultural district program. Placement of signage shall be coordinated with the N.C. Department of Transportation and comply with any local ordinances regarding signs.

22-5.10. Deferment of water and sewer assessments.

In that the deferment of water and/or sewer assessments is not within the purview of the Forsyth County Board of Commissioners, the authority for said deferments will be at the discretion of the city-county utilities commission.

- (a) *No required connection.* A landowner belonging to a voluntary agricultural district may not be required to connect to the city-county utility system.
- (b) *Deferment.* Water and sewer assessments may be held in deferment, for farms in a voluntary agricultural district that are also participating in the Present Use Value Assessment Program of the Forsyth County Tax Office, until improvements on such property are connected to the water or sewer system for which the assessment was made. Such deferments will follow the existing policies of the city-county utilities commission.

- (c) *Termination of deferment.* When the period of deferment ends, the assessment is payable in accordance with the terms set out in the assessment resolution.
- (d) *Other statutory abeyance procedures.* Nothing in this section is intended to diminish the authority of the county to hold assessments in abeyance under the provisions of G.S. 153A-201, or other applicable law.
- (e) *Conflict with water and/or sewer system construction and improvements grants.* To the extent that this section conflicts with the terms of federal, state, or other grants under which county water and/or sewer systems are constructed this section shall not apply.

22-5.11. County land-use planning.

It shall be the duty of the advisory board to inform the board of commissioners through the city-county planning board of the status, progress, and activities of the county's voluntary agricultural district program and to also coordinate the formation and maintenance of voluntary agricultural districts with the county's land use planning activities and the county's adopted land use plans.

22-5.12. Consultation authority.

The advisory board may consult with the North Carolina Commissioner of Agriculture, the North Carolina Cooperative Extension Service, the Natural Resources Conservation Service, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the advisory board deems necessary to properly conduct its business.

22-5.13. North Carolina Agency Notification.

Report to the North Carolina Department of Agriculture and Consumer Services. A copy of the ordinance from which this chapter was derived establishing voluntary agricultural districts shall be sent to the Office of the North Carolina Commissioner of Agriculture after its adoption. At least annually the advisory board shall submit a written report to the commissioner of agriculture and consumer services on the county's voluntary agricultural district program, including the following information:

- (1) Number of landowners enrolled;
- (2) Number of acres enrolled;
- (3) Number of acres certified during the reporting period;
- (4) Number of acres denied during the reporting period;
- (5) Number of acres for which applications are pending;
- (6) Copies of any amendments to the ordinance from which this chapter was derived; and,
- (7) Any other information the advisory board deems useful.



**RESOLUTION 2023-025 OF THE LEWISVILLE TOWN COUNCIL
OPPOSING SENATE BILL 374 AND HOUSE BILL 409**

WHEREAS, Senate Bill 374 and House Bill 409, "Addressing Affordable Housing By Allowing for the Construction or Siting of Accessory Dwelling Units" attempt to provide solutions to North Carolina's affordable housing shortages, they contain numerous problematic provisions that do not solve and may exacerbate the affordable housing situation; and,

WHEREAS, current planning and zoning ordinances have been adopted to promote the health, safety, and general welfare of the residents of the Town of Lewisville through thoughtful and deliberate development activities that embrace the wishes of Lewisville residents and support our Comprehensive Plan; and,

WHEREAS, these bills preempt many local regulations and allow a second residence to be built on most single-family-only lots, undermining local authority and are contrary to the wishes of our residents as described in the Town of Lewisville's comprehensive land use plan, small area plans, overlay development plan and other adopted plans; and,

WHEREAS, accessory dwelling units (ADU) would not be subject to local parking requirements or owner-occupancy requirements, which will likely lead to most ADUs being used for short-term rentals, like Airbnbs.

NOW, THEREFORE BE IT RESOLVED, that the Town of Lewisville, North Carolina, opposes Senate Bill 374 and House Bill 409 and urges the North Carolina Legislature to consult with the local municipalities they represent to develop meaningful legislation to address both affordable and workforce housing in a way that does not usurp local authority and will be in the best interest of all the residents they represent.

Adopted this the 11th day of May 2023.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk