

Lewisville Town Council
Regular Meeting Agenda
June 9, 2022 – 7:00 PM
Lewisville Town Hall 1st Floor Council Chambers
6510 Shallowford Road

- 1. Call to Order:**
 - A. Roll Call
 - B. Invocation – Attorney Bo Houff
 - C. Pledge of Allegiance – Council Member Ken Sadler
 - D. Adoption of Agenda

- 2. Consent Agenda**
 - A. Resolution 2022-039 – Acceptance and Approval of Monthly Financials for ten months ended April 30, 2022 ([Attachment #1](#))
 - B. Approval of Special Meeting Minutes – April 25, 2022 ([Attachment #2](#))
 - C. Approval of Agenda Briefing Minutes – May 5, 2022 ([Attachment #3](#))
 - D. Approval of Budget Meeting Minutes – May 5, 2022 ([Attachment #4](#))
 - E. Approval of Closed Session Minutes – May 5, 2022
 - F. Approval of Budget Meeting Minutes – May 9, 2022 ([Attachment #5](#))
 - G. Approval of Regular Meeting Minutes – May 12, 2022 ([Attachment #6](#))
 - H. Approval of Closed Session Minutes – May 12, 2022

- 3. Introductions, Recognitions, Presentations and/or Proclamations**
 - A. Recognition of Army Air Corp Colonel by Representative Jeff Zenger, NC House District 74
 - B. Sheriff's Office Report
 - C. Reagan 2020-2021 Girl's Golf Team

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

- 5. Appointment(s) – None**

- 6. Preliminary Site Plan Approval(s) – None**

- 7. Evidentiary Hearing(s) – None**

- 8. Public Hearing(s)**
 - A. 2022-2023 Budget
 - i. Staff presentation ([Attachment #7](#))
 - ii. Public hearing
 - iii. Council discussion
 - iv. Consideration of Ordinance 2022-001 – 2022-2023 Budget Ordinance ([Attachment #8](#))
 - B. UDO L-167 Lewisville Rural Overlay
 - i. Staff presentation
 - ii. Public hearing
 - iii. Council discussion
 - iv. Consideration of Ordinance 2022-029 – UDO L-167 Lewisville Rural Overlay ([Attachment #9](#))

- 9. Technical Review(s) – None**

10. Annexation Request(s) – None

11. Old Business

- A. Facility Exempt Users ([Attachment #10](#))

12. New Business

- A. Resolution 2022-040 – Newsletter printing contract with Sir Speedy for \$2,000.25 ([Attachment #11](#))
- B. Resolution 2022-041– Conflict of Interest Policy applicable to contracts and sub awards of the Town of Lewisville supported by federal financial assistance ([Attachment #12](#))
- C. Resolution 2022-042 – Semi-annual HVAC maintenance contract with Air One Industries, Inc. for \$10,629 ([Attachment #13](#))
- D. Resolution 2022-043 – Street Sweeping contract change order with McCoy’s Services, Inc. for \$4,650 ([Attachment #14](#))
- E. Ordinance 2022-026– Authorizing the establishment and maintenance of the Parks and Recreation Capital Reserve Fund ([Attachment #15](#))
- F. Ordinance 2022-027 – amending the Great Wagon Road ROW/Construction Capital Reserve Fund ([Attachment #16](#))
- G. Ordinance 2022-028 – Amending the Municipal Buildings and Land Capital Reserve Fund ([Attachment #17](#))
- H. Ordinance 2022-030 – Amending Chapter 16 related to Mary Alice Warren Community Center ([Attachment #18](#))
- I. Ordinance 2022-031 – Collection of 2022 Taxes ([Attachment #19](#))
- J. Ordinance 2022-032 – Collection of 2021 and Prior Years’ Taxes ([Attachment #20](#))
- K. Resolution 2022-044 – Amending Community Policing contract to add an additional deputy for \$7,150 ([Attachment #21](#))

13. Administrative Reports

- A. Upcoming events at Shallowford Square and Town holidays ([Attachment #22](#))
- B. Manager’s Report
 - i. CERT training update
- C. Planning Report
- D. Attorney’s Report
- E. Clerk’s Report
 - i. Summer Leadership Session – August 16
- F. Approvals at the Briefing and Action Meeting on June 2, 2022
 - i. Ordinance 2022-024 – Budget amendment to increase budget for vehicle gasoline, repairs and maintenance for \$3,000
 - ii. Ordinance 2022-025 – Budget amendment to increase budget for repairs and maintenance at Jack Warren Park for \$5,000

14. For the Good of the Order

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

15. Adjournment



**RESOLUTION 2022-039 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 ten months ended April 30, 2022; 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 ten months ended April 30, 2022 and incorporated herein.

Adopted this the 9th day of June 2022 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

Town of Lewisville
Financial Budget to Actual Report - General Fund
Ten Months Ended April 30, 2022

General Fund

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Property Tax Collections	\$ 2,765,490.00	\$ 2,764,772.77	\$ 717.23	99.97%
Sales Tax Revenue	896,530.00	705,523.22	191,006.78	78.69%
Other Revenues	1,297,291.00	930,040.53	367,250.47	71.69%
Transfer from ARPA Special Revenue Fund	-	937,047.86	(937,047.86)	0.00%
Total	4,959,311.00	\$ 5,337,384.38	\$ (378,073.38)	107.62%
Appropriation from Fund Balance	749,980.37			
	<u>\$ 5,709,291.37</u>			

Departments	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Governing Body	\$ 344,695.00	\$ 187,263.85	\$ 43,385.30	\$ 114,045.85	66.91%
Administration	776,849.37	572,408.97	8,754.81	195,685.59	74.81%
Student Leadership	700.00	-	-	700.00	0.00%
Finance	246,851.00	188,446.74	-	58,404.26	76.34%
Debt Service	236,000.00	236,000.00	-	-	100.00%
Planning & Zoning	463,387.00	182,289.77	567.00	280,530.23	39.46%
Beautification	91,228.00	72,436.42	10,597.20	8,194.38	91.02%
Community Policing	714,745.00	505,803.57	-	208,941.43	70.77%
Public Safety	11,650.00	6,290.00	1,124.14	4,235.86	63.64%
Public Works	471,909.00	336,310.05	13,737.51	121,861.44	74.18%
Streets	318,904.00	87,144.28	130,107.00	101,652.72	68.12%
Powell Bill	425,519.00	24,185.70	335,918.77	65,414.53	84.63%
Storm Water	115,341.00	38,836.36	10,245.26	66,259.38	42.55%
Solid Waste	862,605.00	610,700.33	-	251,904.67	70.80%
Recycling	7,195.00	216.71	3,992.51	2,985.78	58.50%
Parks and Recreation	386,713.00	193,343.07	38,690.27	154,679.66	60.00%
Transfers to Capital Reserves	235,000.00	235,000.00	-	-	100.00%
Total	<u>\$ 5,709,291.37</u>	<u>\$ 3,476,675.82</u>	<u>\$ 597,119.77</u>	<u>\$ 1,635,495.78</u>	71.35%

General Fund Balance 7/1/2021	\$ 6,167,863.15
Year-to-Date Increase (Decrease) FY 6/30/2022	1,860,708.56
General Fund Balance 4/30/2022	<u>\$ 8,028,571.71</u>

Town of Lewisville
Financial Budget to Actual Report - Willow Run Municipal Service District
Ten Months Ended April 30, 2022

Willow Run Municipal Service District

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Revenues	\$ 35,750.00	\$ 35,956.33	\$ (206.33)	100.58%
Total	\$ 35,750.00	\$ 35,956.33	\$ (206.33)	100.58%
Appropriation from Fund Balance	\$ 18,550.00			
	<u>\$ 54,300.00</u>			

	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Expenditures	\$ 54,300.00	\$ 21,567.51	\$ 15,230.00	\$ 17,502.49	67.77%
Total	\$ 54,300.00	\$ 21,567.51	\$ 15,230.00	\$ 17,502.49	67.77%

MSD Fund Balance 7/1/2021	\$ 193,840.25
Year-to-Date Increase (Decrease) FY 6/30/2022	<u>14,388.82</u>
MSD Fund Balance 4/30/2022	<u>\$ 208,229.07</u>

**Town of Lewisville
Other Funds
April 30, 2022**

Capital Reserves Funds

GWR ROW/Construction Capital Reserve	\$ 1,049,720.09
Sidewalks, Bike Paths, and Greenways Capital Reserve	132,098.25
Municipal Buildings/Land Capital Reserve	130,217.70
Public Works Facility Capital Reserve	329,692.28
Total Capital Reserve Fund Balances	<u><u>\$ 1,641,728.32</u></u>

Capital Projects Funds

GWR ROW/Construction Capital Project	\$ 735,013.24
JWP Maintenance Facility/Playground Expansion Capital Project	20,634.50
Gateway Project Capital Project	188,541.43
Community Center Capital Project	306,349.94
Roundabout at Lewisville-Vienna Road and Robinhood Road Capital Project	112,822.65
Total Capital Projects Fund Balances	<u><u>\$ 1,363,361.76</u></u>

Special Revenue Funds

American Rescue Plan Special Revenue Fund	\$ 1,075,221.52
Total Special Revenue Funds	<u><u>\$ 1,075,221.52</u></u>

Lewisville Town Council
Special Meeting Minutes
April 25, 2022 – 4:30 PM
Digitally Originating - Lewisville Town Hall 1st Floor Council Chambers
6510 Shallowford Road

Mayor Horn opened the special meeting being streamed electronically at 4:30 PM. In attendance were Mayor Mike Horn, Mayor Pro Tem Jeanne Marie Foster and Council Members Ken Sadler and Jane Welch. Also attending were Town Attorney Bowen Houff and Town Clerk Dora Moore. Council Members Fred Franklin, Melissa Hunt and David Smitherman were absent. Matt Reece, Piedmont Triad Regional Council (PTRC), was also in attendance.

The purpose of the meeting was to discuss with Mr. Reece the executive search process for a Town Manager. Mr. Reece shared that a manager search will be challenging because there are not as many candidates as positions. The expected salary range will be \$120,000 to \$160,000.

The search process is anticipated to take 5-6 months; however, Mr. Reece cautioned that the process could take longer. Mr. Reece shared the process and anticipated timeline through November 2022. In 2012, the Town received 75 applications. Mr. Reece cautioned that the Town will be fortunate to have three good applicants for interviewing. He further noted that applicants could be from Virginia, South Carolina or larger North Carolina jurisdictions. Council anticipates the search to begin July, after the budget process. *(Mr. Reece's presentation is included with the minutes.)*

Mayor Horn stated the Town has a great staff and inquired whether an internal interim manager was sufficient. Mr. Reece noted that duration of the search process might be a consideration as well as if the additional tasks would be too much on a staff member. Mayor Horn stated the Council wants to do what is least disturbing for staff. Council Member Sadler stated that if a staff member can handle the interim position for 30-60 days, they may be able to handle for six months.

Mayor Horn requested Mr. Reece provide a proposal for PTRC to assist with the Town Manager search.

The meeting adjourned at 5:26 PM without a motion.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

Lewisville Town Council
Briefing and Action Meeting Minutes
May 5, 2022 – 6:30 PM
Lewisville Town Hall 1st Floor Council Chambers
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 Hank Perkins, Town Attorney Bowen Houff, Town Planner Stacy Tolbert, Finance Director Pam Orrell, Public Works Director Ryan Moser, and Town Clerk Dora Moore.
- B. Adoption of Agenda – Council Member Smitherman moved to approve the agenda to include the addition of a closed session at the end of the meeting and student leadership under For the Good of the Order. The motion was seconded by Council Member Sadler and approved unanimously.

2. Introductions, Recognitions and Presentations for May 5, 2022

- A. Marilyn Wells, Waste Management, shared recycling costs have increased significantly the last several years. Waste Management has been absorbing these increases but are to a point where they can no longer. Ms. Wells shared information related to recycling. Lewisville's contamination rate of 8.2% is far less than other jurisdictions. *(Handout is included with the minutes.)*

3. Items Requiring Council Direction

- A. Resolution 2022-035 – Social Media Policy – The proposed social media policy would be a guide for elected officials and appointed board and committee members. Council Member Sadler suggested adding wording that appointed members can be removed if they violate the policy. Mayor Pro Tem Foster shared that the School of Government offers social media classes. This will be considered at the May 12, 2022 meeting.
- B. Town Manager Transition Plan – Manager Perkins is preparing a list of projects to be handled by the interim. Currently, the Planner works alongside the Town Manager on all transportation projects, the Public Works Director always knows anything related to public works, and the Facilities Manager oversees Mary Alice Warren Community Center (MAWCC). Appointment of an interim manager will be on the May 12 agenda.

4. Items Requiring Action at Briefing

- A. Ordinance 2022-022 – Budget amendment for Town Manager vacation payout – Council Member Smitherman moved to approve Ordinance 2022-022 as presented. The motion was seconded by Mayor Pro Tem Foster and approved unanimously. *(Ordinance 2022-022 is herein incorporated by reference into the minutes.)*
- B. Ordinance 2022-023 – Budget amendment for Town Manager executive search – Council will work with Piedmont Triad Regional Council (PTRC) for the town manager search. The search will begin in earnest in July. Council can also look for individuals outside of PTRC. Council Member Franklin moved to approve Ordinance 2022-023 as presented. The motion was seconded by Council Member Welch and approved unanimously. *(Ordinance 2022-023 is herein incorporated by reference into the minutes.)*
- C. Resolution 2022-036 – Contract with Piedmont Triad Regional Council for Town Manger executive search – Council Member Sadler moved to approve Resolution 2022-036 as presented. The motion was seconded by Mayor Pro Tem Foster and approved unanimously. *(Resolution 2022-036 is herein incorporated by reference into the minutes.)*
- D. Resolution 2022-034 – Pecan Manor Lane – Street Acceptance – Council Member Hunt moved to approve Resolution 2022-034 as presented. The motion was seconded by Council Member

Franklin and approved unanimously. (*Resolution 2022-034 is herein incorporated by reference into the minutes.*)

5. Unfinished Business

- A. MAWCC non-profits – For the last several months there has been a moratorium on exempt user requests. Former Parks and Recreation Board Chair Susan Frey was in attendance and shared the Board’s proposal for non-profit rentals at MAWCC: 1) one room is free when reserved Monday-Thursday; 2) an additional room can be reserved at half price; 3) the kitchen is not considered an additional room; and, 4) Friday, Saturday and Sunday rental fees are at half price. After some discussion, Council requested the MAWCC usage fee proposal and mission statement be placed on the May 12 agenda for consideration. Council also requested the following be evaluated: 1) application process for exempt status request include percentage of community served; 2) review non-profit list annually; and, 3) develop criteria for exempt selection. Town Clerk Moore will attempt to have this information for the June agenda briefing.
- B. BAC status report
 - i. Plan of Work (POW) – Mayor Pro Tem Foster shared a Gantt chart reflecting the boards and committees (BAC) workgroup’s progress thus far. Council will be requested to prioritize items in the Comprehensive Plan to determine the POW for 2022-2023.

6. Administrative Reports

- A. Manager
 - i. PARTF grant – Mrs. Tolbert submitted the PARTF grant last week.
- B. Attorney – None
- C. Public Works – None
- D. Planning – None
- E. Finance – None
- F. Clerk
 - i. Budget meeting dates
 - 1. Budget workshops – May 5 (following briefing), 6:30 PM; May 9, 6 PM
 - 2. Budget ordinance final review at briefing – June 2, 6:30 PM
 - 3. Budget public hearing at regular Council meeting – June 9, 7 PM
 - ii. Volunteer Appreciation Ice Cream Social – May 6, 6-8 PM – Mary Alice Warren Community Center
 - iii. Ethics Training – Required
 - 1. May 26 – 10 AM-12 PM – Zoom
 - 2. June 2022 – On Demand

7. Agenda Items for Regular Meeting on May 12, 2022

- A. Tentative Agenda
 - i. Consent Agenda
 - 1. Resolution 2022-033 – Acceptance and Approval of Monthly Financials for nine months ended March 31, 2022
 - 2. Approval of Council Closed Session Minutes – April 7, 2022
 - 3. Approval of Agenda Briefing Minutes – April 7, 2022
 - 4. Approval of Regular Meeting Minutes – April 14, 2022
 - 5. Approval of Budget Meeting Minutes – April 18, 2022
 - 6. Resolution 2022-030 – Accepting the resignation of Paul Harp from the Environmental Conservation and Sustainability Committee

7. Resolution 2022-032 – Accepting the resignation of Scott Sewell from the Public Safety Advisory Committee
 - ii. Introductions, Recognitions, Presentations and/or Proclamations
 1. Presentations
 - a. Sheriff’s Office
 - iii. Public Hearings
 - iv. Technical Review(s)
 - v. Preliminary Site Plan Approvals
 - vi. Evidentiary Hearings
 - vii. Old Business
 - viii. New Business
 1. Resolution 2022-031 – Setting 2022-2023 Budget Public Hearing
 2. Resolution 2022-037 – Setting a public hearing to receive comments on UDO L-167 Permitted Use Table Amendment
- B. Approval of Tentative Agenda for regular meeting on May 12, 2022
 - i. Council Member Welch moved to approve the tentative agenda for May 12, 2022. The motion was seconded by Council Member Smitherman and approved unanimously.

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

- A. NCLM Entrepreneurial Award – The Town was awarded the 2022 North Carolina League of Municipalities (NCLM) Entrepreneurial Award for the obstacles overcome in construction of the Mary Alice Warren Community Center.
- B. Student Leadership – Council Member Hunt suggested that participants of the one-day student leadership session should be required to attend the August 11 Council meeting or view on YouTube. Participants could be recognized at the September meeting.
- C. First Amendment Auditors – At the NCLM conference, Mayor Horn shared a presentation was given about First Amendment Auditors and municipal buildings. A draft policy restricting facility access will be on the May 12 agenda for consideration.

9. **Closed Session pursuant to NCGS 143-318.11(a)(3)** – Council Member Smitherman moved to enter into closed session at 8:16 PM. The motion as seconded by Council Member Hunt and approved unanimously.

Council returned to open session at 9:29 PM.

10. **Adjournment** – Meeting was adjourned without a motion.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

Lewisville Town Council
Budget and Action Meeting
May 5, 2022 – 6:00 PM
(following agenda briefing)
Lewisville Town Hall 1st Floor Council Chambers
6510 Shallowford Road

- 1. Call to Order** - Mayor Horn opened the meeting at 9:29 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 Hank Perkins, Town Planner Stacy Tolbert, Finance Director Pam Orrell, Public Works Director Ryan Moser, and Town Clerk Dora Moore.
- 2. Adjournment** – Due to the late hour, Council Member Franklin moved to continue the budget and action meeting to May 9, 2022 at 6:00 PM. The motion was seconded by Council Member Sadler. Council consensus was to advertise a budget and action meeting for May 10, 2022 in case it is needed after the May 9 meeting. The motion was approved unanimously at 9:42 PM.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

Lewisville Town Council Budget and Action Meeting

May 9, 2022 – 6:00 PM

(continued from May 5, 2022)

Lewisville Town Hall 1st Floor Council Chambers

6510 Illoford Road

1. **Call to Order** - Mayor Horn opened the meeting at 6:00 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 Hank Perkins, Town Planner Stacy Tolbert, Finance Director Pam Orrell, Public Works Director Ryan Moser, Town Clerk Dora Moore and Facilities Manager Brian Moore.

2. **Budget Review – continued**
 - A. General Fund
 - i. Expenditures
 - n. Solid waste
 1. Waste Management’s request to increase recycling fees by \$91,164 is not reflected.
 - i. Mayor Horn asked if Council would be willing to consider a one-time cost this year since unsure if this will be a reoccurring cost.
 - ii. Manager Perkins suggested that if this is considered to apply it to one contract year.
 - o. Recycling – Reviewed
 - p. Parks and Recreation
 1. Mr. Moore will develop a payment deadline recommendation for Council consideration.
 2. Beginning July 2022, Council wants quarterly reports on Mary Alice Warren Community Center (MAWCC) usage.
 3. It was suggested to hold off on removing excess vegetation at Jack Warren Park until PARTF grant is funded.
 4. Additional round tables and chairs are proposed for MAWCC.
 5. A kiosk is proposed for MAWCC. The kiosk would have scrolling information on location of booked events and how to make a reservation.
 6. Transfer to Parks & Recreation Capital Reserve of \$400,000 is a transfer from ARPA funds.
 - a. Dog park and other park-related purchases could potentially come from this fund.
 - B. Willow Run Municipal Service District
 - i. Hydrilla is a 50/50 grant with the State.
 - ii. Tree removal at the lakes was just approved by Council but the work could move into the 2022-2023 fiscal year. If work is completed this fiscal year, the funds will be placed in projects.
 - iii. Contingency represents ½ cent.
 - C. Capital Reserve Funds
 - i. The provisions of these funds are detailed in ordinances adopted by Council.
 - ii. Municipal Buildings and Land fund is lower due to \$1.4 million transfer for MAWCC.
 - iii. A Parks & Recreation capital reserve fund is recommended and would require an ordinance to establish.
 - D. Capital Projects Funds
 - i. GWR
 - a. Includes wayfinding, pedestrian lighting, stamped concrete and landscaping

- b. Right-of-way purchases in 2022 and construction in 2024

A break was taken from 7:32 PM until 7:45 PM.

3. Budget discussion

- A. EV charging stations
 - i. Part of carbon footprint for Environmental Conservation and Sustainability Committee 2030 goal.
 - ii. Electrify America funding is only for EV stations along a highway.
 - iii. It was recommended that the Food Lion shopping center might be a better location for EV station due to restaurants and businesses.
 - iv. For the current grant opportunity, the EV stations have to be on public accessed property which is why David McKee Street and MAWCC were the proposed options.
 - v. *Consensus was to pull this from the budget. Staff can apply for two EV stations to be placed on David McKee Street. If grant is awarded, a budget amendment can be done.*
- B. Graco LineLazer Paint Sprayer
 - i. Revenue source was changed from revenue to fund balance.
- C. Town Manager Search
 - i. Although approved by Council in current fiscal year, funds are needed in the 2022-2023 fiscal year due to crossover.
- D. Street Sweeping
 - i. One additional residential street sweeping will be added in the Spring.
- E. Capital Reserve contributions
 - i. Municipal Buildings/Land – *No contribution this year.*
 - ii. Public Works Facility
 - iii. GWR ROW/Construction – *No contribution this year.*
 - iv. Sidewalks, Bike Paths & Greenways
- F. Waste Management recycling increase request
 - i. A great deal of discussion was held as to whether to fund Waste Management’s entire request, fund at a reduced rate or not fund at all.
 - ii. *Mayor Horn made a motion to split the difference and fund \$45,582 for the recycling increase. Motion died for lack of a second.*
 - iii. *Council consensus was to not fund the requested recycling increase request.*

Council Member Smitherman left the meeting at 8:43 PM and returned at 9:00 PM

- G. MAWCC revenues
 - i. *Council consensus was to reflect a total of \$60,000.*
- H. Revenue projections
 - i. *Staff was requested to increase revenues where projections are conservative.*
- I. Assistant Town Manager
 - i. Manager Perkins is proposing to make the planner position also the assistant town manager. This would include 5% pay increase.
- J. Planner I position
 - i. A great deal of discussion was held related to the proposed Planner I position.
- K. No tax increase
 - i. *Council consensus was for no tax increase.*

Council consensus to cancel the scheduled May 10, 2022 Budget and Action Meeting.

4. **Adjournment** – Council Member Sadler moved to adjourn the meeting at 10:05 PM. The motion as seconded by Council Member Smitherman and approved unanimously.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

DRAFT

Lewisville Town Council
Regular Meeting Minutes
May 12, 2022 – 7:00 PM
Lewisville Town Hall 1st Floor Council Chambers
6510 Shallowford Road

1. Call to Order:

- A. Mayor Horn opened the meeting at 7:00 PM. In attendance were Mayor Mike Horn, Mayor Pro Tem Jeanne Marie Foster and Council Members Melissa Hunt, Ken Sadler, and Jane Welch. Also attending were Town Manager Hank Perkins, Town Attorney Bowen Houff, Town Planner Stacy Tolbert, Finance Director Pam Orrell, and Town Clerk Dora Moore. Council Members Fred Franklin and David Smitherman were absent.
- B. Invocation – Attorney Bowen Houff
- C. Pledge of Allegiance – Boy Scout Troops #719 and #752
- D. Adoption of Agenda – Council Member Welch moved to amend and approve the agenda to include council presentation under Presentations, proposed budget revisions under Old Business and interim manager under New Business. The motion was seconded by Council Member Hunt and approved unanimously.

2. Consent Agenda

- A. Consent agenda items
 - a. Resolution 2022-033 – Acceptance and Approval of Monthly Financials for nine months ended March 31, 2022
 - b. Approval of Council Closed Session Minutes – April 7, 2022
 - c. Approval of Agenda Briefing Minutes – April 7, 2022
 - d. Approval of Regular Meeting Minutes – April 14, 2022
 - e. Approval of Budget Meeting Minutes – April 18, 2022
 - f. Resolution 2022-030 – Accepting the resignation of Paul Harp from the Environmental Conservation and Sustainability Committee
 - g. Resolution 2022-032 – Accepting the resignation of Scott Sewell from the Public Safety Advisory Committee
- B. Council Member Hunt moved to approve the consent agenda. The motion was seconded by Council Member Sadler and approved unanimously.
(Resolutions 2022-030, 2022-032 and 2022-033 are herein incorporated by reference into the minutes.)

3. Presentations, Introductions and/or Proclamations

- A. Forsyth County Sheriff's Office – Sergeant Stringer shared current call statistics. With the warmer weather and people out along the streets, Sgt. Stringer encouraged motorists to use caution especially in neighborhoods. National Police Week is May 15-21.
- B. Council Presentation – Mayor Horn presented a plaque of appreciation to Manager Perkins. Council expressed their gratitude and well wishes to Manager Perkins. Manager Perkins expressed gratitude for his time at Lewisville.

4. Public Forum – None

5. Appointment(s) – None

6. Public Hearing – None

7. Evidentiary Hearing(s) – None

8. **Annexation Request(s) – None**

9. **Technical Review(s) for Compliance – None**

10. **Old Business**

A. Boards and Committees status update

- i. Ice cream social was held last week with about half of the committee members and their families attending.
- ii. Mayor Pro Tem Foster requested Council to prioritize the Comprehensive Plan items by this Sunday evening. These priorities will then be given to boards and committees for their plan of work.
- iii. Leadership training will be held May 17 at 7 PM.

B. Student Leadership – A one-day session will be held August 16, 8:30 AM-6:00 PM.

C. Proposed budget updates – Mrs. Orrell shared updates to the proposed 2022-2023 Budget.

REVENUES	Operating Revenues	Fund Balance Appropriated	Total Revenues
Estimated revenues per budget proposed by Town Manager	\$ 5,626,027	\$ 1,238,739	\$ 6,864,766
Increase estimated rental revenue from MAWCC	30,000	-	30,000
Increase estimated occupancy tax revenue	10,000	-	10,000
Increase estimated ABC Board revenue	22,084	-	22,084
Reclass paint sprayer	-	4,169	4,169
Changing ad valorem tax rate from \$.20 to \$.177	(354,459)	-	(354,459)
Remove EV charging stations	-	(43,648)	(43,648)
Add contract with PTRC for Town Manager Executive Search	-	6,000	6,000
Estimated revenues per budget after adjustments recommended by Town Council	\$ 5,333,652	\$ 1,205,260	\$ 6,538,912

REVENUES	Operating Revenues	Fund Balance Appropriated	Total Revenues
Estimated revenues per budget proposed by Town Manager	\$ 5,626,027	\$ 1,238,739	\$ 6,864,766
Increase estimated rental revenue from MAWCC	30,000	-	30,000
Increase estimated occupancy tax revenue	10,000	-	10,000
Increase estimated ABC Board revenue	22,084	-	22,084
Reclass paint sprayer	-	4,169	4,169
Changing ad valorem tax rate from \$.20 to \$.177	(354,459)	-	(354,459)
Remove EV charging stations	-	(43,648)	(43,648)
Add contract with PTRC for Town Manager Executive Search	-	6,000	6,000
Estimated revenues per budget after adjustments recommended by Town Council	\$ 5,333,652	\$ 1,205,260	\$ 6,538,912

11. New Business

- a. Resolution 2022-031 – Setting 2022-2023 Budget Public Hearing – Council Member Hunt moved to approve Resolution 2022-031. The motion was seconded by Council Member Welch and approved unanimously. *(Resolution 2022-031 is herein incorporated by reference into the minutes.)*
- b. Resolution 2022-035 – Social Media Policy – At boards and committees orientation, the policy will be shared with the members and that if anything they post on social media poses a potential problem to the Town, the member could be removed. Member Hunt moved to approve Resolution 2022-035. The motion was seconded by Council Member Sadler and approved unanimously. *(Resolution 2022-035 is herein incorporated by reference into the minutes.)*
- c. Resolution 2022-037 – Setting a public hearing to receive comments on UDO L-167 Permitted Use Table Amendment – The Planning Board held a public hearing on May 11, 2022 related to the UDO L-167 permitted use table amendment and they voted unanimously to recommend to Council. Mayor Pro Tem Foster moved to approve Resolution 2022-037. The motion was seconded by Council Member Welch and approved unanimously. *(Resolution 2022-037 is herein incorporated by reference into the minutes.)*
- d. Resolution 2022-038 – Establishing control access to Town facilities – Council Member Welch moved to approve Resolution 2022-038. The motion was seconded by Council Member Sadler and approved unanimously. *(Resolution 2022-038 is herein incorporated by reference into the minutes.)*
- e. Ordinance 2022-039 – Amending Chapter 16 related to exempt users – Council held discussion on who should qualify as a non-profit in Section 16-14. After much discussion, amendments to Section 16-14 were tabled. The Parks and Recreation Board proposed amendments to Section 16-18 related to the Mary Alice Warren Community Center (MAWCC) as follows:

Section 16-18 *(new language is italicized)*

F. User fees for exempted users. Nonprofit organizations and government organizations as listed in § 16-14(J) are exempt from the payment of deposits. Cleaning and damage fees are not exempt. If the facility is left unclean or damaged, the organization will be assessed a cost. *Fees to utilize the Mary Alice Warren Community Center by nonprofit and government organizations on the exempt user list in § 16-14(J) are as follows:*

1. *One room is free when reserved Monday-Thursday.*
 - a. *An additional room can be reserved at half price.*
 - b. *The kitchen is not considered an additional room.*
2. *Friday, Saturday and Sunday rental fees are at half price.*

Mayor Horn shared a proposed mission statement for MAWCC to be included in Section 16-18 also:

A. Mission statement. To nurture a sense of community belonging by providing facilities, programs, educational classes, activities and events primarily designed to enhance the lives of Lewisville and neighboring area residents and their families.

Mayor Pro Tem Foster moved to approve Ordinance 2022-039 amending Section 16-18 and adding the MAWCC mission statement in section 16-18. The motion was seconded by Council Member Sadler and approved unanimously. *(Ordinance 2022-039 is herein incorporated by reference into the minutes.)*

- f. Revised 2022 Meeting Schedule – The 2022 Meeting Schedule needs to be revised to reflect the Lewisville Beautification Committee with no meetings in June, July or August. Council

Member Welch moved to approve revised 2022 Meeting Schedule. The motion was seconded by Council Member Hunt and approved unanimously. *(Revised 2022 Meeting schedule is included with the minutes.)*

12. Administrative Reports

- A. Upcoming Town holidays – Manager Perkins shared upcoming events at Shallowford Square and noted Town offices will be closed May 30 for Memorial Day.
- B. Manager’s Report
 - i. PARTF grant
 - a. Mrs. Tolbert submitted the PARTF grant prior to the deadline.
- C. Planning Report
- D. Clerk’s Report
 - i. Budget meeting dates
 - a. Budget ordinance final review at briefing – June 2, 6:30 PM
 - b. Budget public hearing at regular Council meeting – June 9, 7 PM
 - ii. Summer Leadership Session – August 16
- E. Approvals at the Briefing and Action Meeting on May 5, 2022
 - i. Ordinance 2022-022 – Budget amendment for Town Manager vacation payout
 - ii. Ordinance 2022-023– Budget amendment for Town Manager executive search
 - iii. Resolution 2022-036 – Contract with Piedmont Triad Regional Council for Town Manger executive search
 - iv. Resolution 2022-034 – Pecan Manor Lane – Street Acceptance

A break was taken at 8:10 PM to celebrate Manager Hank Perkins. The meeting reconvened at 8:18 PM.

- 13. Closed Session pursuant to NCGS 143-318.11(a)(3) and NCGS 143-318.11(a)(6)** – Council Member Sadler moved to enter into closed session at 8:20 PM. The motion was seconded by Mayor Pro Tem Foster and approved unanimously.

Council returned to open session at 9:40 PM.

- 14. Interim Town Manager appointment** – Mayor Horn moved to appoint Stacy Tolbert as interim town manager at a supplemental rate of \$2,384/month not subject to COLA or merit and in addition to her duties as planner. The motion was seconded by Council Member Hunt and approved unanimously. Mrs. Tolbert thanked Council for the opportunity and for placing trust and confidence in her to lead the Town.

15. For the Good of the Order

- A. Council Member Welch inquired about placing hours of operation on the MAWCC doors.
- B. Council Member Welch inquired what would happen should individuals ‘camp out’ at MAWCC? Manager Perkins feels it would be appropriate to address if it were to occur.
- C. Council Members Sadler and Welch expressed their thanks to Manager Perkins.

16. **Adjournment** – Mayor Pro Tem Foster moved to adjourn the meeting at 9:51 PM. The motion was seconded by Council Member Welch and approved unanimously.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

DRAFT



TOWN OF LEWISVILLE

6510 Shallowford Road • P.O. Box 547 • Lewisville, NC 27023-0547
Voice 336-945-5558 Fax 336-945-5531
E-Mail: townhall@lewisvillenc.net
WebSite: www.lewisvillenc.net

June 9, 2022

To: Mayor Mike Horn
Mayor Pro Tempore Jeanne Marie Foster
Council Member Fred Franklin
Council Member Melissa Hunt
Council Member Kenneth Sadler
Council Member David Smitherman
Council Member Jane Welch

Subject: Fiscal Year 2022-2023 Budget Message

Honorable Mayor and Town Council:

Budget Message for Budget as Adopted

Executive Summary

As Interim Town Manager, I am pleased to present the proposed General Fund budget of \$6,546,062 for fiscal year 2022-2023. The budget as proposed includes maintaining the current tax rate of 17.7 cents per \$100 of valuation. This budget shows an increase in the General Fund budget from the previous year budget, as adopted for July 1, 2021, of \$1,233,518 or 23.2%. This budget as proposed is balanced with \$1,205,260 in fund balance from the General Fund. This fund balance appropriation represents the costs associated with projects that are not recurring operational costs.

The estimated tax base for the Town, as of May 1, 2022, is \$1,677,399,050 producing estimated Ad Valorem tax revenue of \$2,879,926 with one cent of the tax rate equaling approximately \$162,708.

The Town of Lewisville also collects a levy for a municipal service district. The current tax rate is 5 cents per \$100 of valuation. The proposed tax rate for the municipal service district for fiscal year 2022-2023 is unchanged at 5 cents per \$100 valuation.

The Town Council has been diligent and used sound financial planning to continue its commitment to the citizens of Lewisville to provide the highest standard of services. They have done this while maintaining a level of fund balance to secure future funding opportunities. The available fund balance was \$5,758,854 as of June 30, 2021. This represents a fund balance at approximately 87.97% based on the projected upcoming fiscal year budget for 2022-2023. This measure is well within the guidelines established in the Comprehensive Financial Management Policy adopted by the Town Council.

The Economy

It appears that the effects of the Covid 19 pandemic are beginning to subside. Covid cases are declining and Americans are reporting that they are increasingly more comfortable with activities such as visiting grocery stores, eating out, and attending indoor concerts and events, which is hopefully a positive indicator for economic activity. Unfortunately, as the impact of the pandemic wanes, another source of uncertainty has emerged with the Russian invasion of Ukraine. The U.S. ban on importing Russian oil has contributed to rising fuel prices in the United States. There may still be impacts to come on items like food prices and the availability of raw materials.

Inflation is another issue which has greatly affected consumers across the country in recent months. The April Consumer Price Index increased 8.3% over the previous year. As a measure to combat inflation, the Federal Reserve has raised interest rates from .25% to 1.0% thus far in 2022 and has indicated that further hikes are likely throughout the remainder of 2022. Inflation and interest rate hikes may eat into North Carolina consumers' disposable income.

What does this mean for the Town's second highest revenue source, the local sales tax? For nearly two years now, sales tax revenues have exceeded virtually all projections and expectations. Direct federal aid to taxpayers and the programs like the enhancement of the child tax credit put more money in many people's pockets. However, it may be that this growth is finally beginning to slow. Early numbers from the NC Department of Revenue show that sales tax revenues attributable to January sales only rose 4.4% compared to the same month a year ago. This growth is more in line with that experienced pre-pandemic than that seen in recent months.

As the impact of federal aid to taxpayers becomes more distant and programs like the enhanced child tax credit end, the result could be a reduction in spending on the types of goods that helped drive recent sales tax growth. The NC League of Municipalities is projecting that current year sales tax collections will end 10.25% above those of the prior year. However, the League does not anticipate double digit growth again in the coming fiscal year. Rather they are projecting growth of 3.75% which is more in line with pre-pandemic levels.

In projecting revenues for the 2022-2023 budget, we have followed the guidance of the North Carolina League of Municipalities along with their researchers and economists. They have provided their most conservative projections for how our municipal revenues will emerge in the new fiscal year. Economic growth in North Carolina continues to make headlines and population growth does not seem to be abating. Steps taken to moderate inflation, and the response of the economy to these steps, will be important factors to monitor in the months ahead. So, too, will the course of the Covid 19 virus and the impact of any new variants that might emerge.

Town Services

With the addition of the Mary Alice Warren Community Center, the Town of Lewisville stays committed to the continuation of all of its existing services for the upcoming fiscal year to include, parks and recreation, finance, administration, planning and zoning, public works, residential garbage and recycling, storm water management, community policing, and beautification. All services are proposed to continue at current service delivery levels for the upcoming fiscal year.

Capital Reserve Funds

The Town has four capital reserve funds. In the current fiscal year 2021-2022, annual appropriations to all these funds totaled \$235,000.

At the Town Council planning session, recently held on February 5, Council re-affirmed its desire to proactively support the development of the downtown area, and road and sidewalk improvements throughout the Town, as well as its desire to develop future capital facilities such as the new Mary Alice Warren Community Center and a new public works facility.

During fiscal year 2017-2018, the Town Council learned that the North Carolina Department of Transportation plans to assume financial responsibility for the remaining work to be done on the Great Wagon Road to include design, right-of-way acquisition, and construction. As construction of the Great Wagon Road progresses, we anticipate that the Town of Lewisville will participate financially with the NC Department of Transportation (NCDOT) on enhancements such as trees, and streetlights as well as the design and installation of water and sewer infrastructure. The NCDOT has recently changed a policy regarding cost sharing for sidewalk betterments. In the past, the Town of Lewisville would be expected to participate financially in the cost of sidewalks for a project like the Great Wagon Road. The NCDOT no longer requires any cost sharing from a municipality for sidewalks that are designed as "complete streets" projects offering various forms of multimodal traffic. The Town currently has \$1,049,720 saved in a capital reserve fund and \$735,013 available in the Great Wagon Road ROW/Construction Capital Projects Fund. Between the funds in the capital reserve fund and those in the capital project fund, the Town has \$1,784,733 to fund any future expenditures related to the Great Wagon Road. Budgeting for the 2022-2023 fiscal year has been made more difficult with uncertain revenue levels and rising service level costs due to inflation. As such, the budget as proposed, suspends its annual contribution to the Great Wagon Road ROW/Construction Capital Reserve Fund of \$115,000 during the 2022-2023 fiscal year. Doing so will allow the Town to maintain its current service levels in the new fiscal year in light of rising prices.

The Town borrowed \$2 million to finance the cost of the Mary Alice Warren Community Center. To help meet the debt service costs, the 2022-2023 budget as proposed suspends the annual contribution of \$170,000 to the Municipal Buildings/Land Capital Reserve.

On March 11, 2021, the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds was signed into law. It will deliver \$350 billion to State, local, and tribal governments across the United States to assist them in maintaining vital public services, even amid declines in revenue, and to build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity. Local governments may use their

funding to replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic. Furthermore, in the ARPA Final Rule issued in January 2022, local governments are allowed to use up to \$10 million of their funding as revenue replacement without actually having to demonstrate revenue loss. The Town of Lewisville has been allocated \$4,024,470 from the program. During the current fiscal year, the Lewisville Town Council established the American Rescue Plan Special Revenue Fund to hold the funding as it is received. In the current fiscal year, the Town of Lewisville transferred \$937,048 of their American Rescue Plan Act (ARPA) funding to the General Fund to reimburse the General Fund for money spent on general government services. Because of this windfall in the General Fund in the current fiscal year, the budget, as proposed for 2022-2023, includes increasing the amount transferred to the Public Works Facility Capital Reserve by \$400,000. The budget, as proposed, also includes the formation of another capital reserve to accumulate funds for future parks and recreation facilities and amenities. It is proposed that the annual contribution to this new Parks and Recreation Capital Reserve Fund would be \$400,000.

Funding for all of the capital reserves is proposed as follows:

GWR ROW/Construction Capital Reserve	\$0
Sidewalks/Bike Paths/Greenways Capital Reserve	\$25,000
Municipal Buildings/Land Capital Reserve	\$0
Public Works Building Capital Reserve	\$495,000
Parks & Recreation Capital Reserve	<u>\$400,000</u>
Total	<u>\$920,000</u>

Capital Projects

The Capital Projects that remain in the budget during Fiscal Year 2022-2023 are as follows.

Active Projects

- Great Wagon Road ROW/Construction
- Gateway Project
- Community Center
- Roundabout at Lewisville-Vienna Road and Robinhood Road

Non-Active Projects

- JWP Maintenance Facility/Playground Expansion

Mary Alice Warren Community Center

In April, 2019 the Town Council authorized the Community Center Capital Projects Fund. The Mary Alice Warren Community Center was financed using funds from the Town's Municipal Buildings/Land Capital Reserve Fund, the Storm Water Capital Reserve Fund, a \$2 million bank installment loan, and transfers from the general fund as necessary. Construction was completed and the building was put into use in November, 2021. The capital project fund remains open as the Town works through finalizing the project with the builder and awaits delivery of some furniture and equipment. The capital project has a current budget of \$4,947,137.

Transportation Projects

The Town anticipates that construction will begin on the Gateway Project in the coming fiscal year. This project is a roadway project to make improvements from the Highway 421 Interchange on Williams Road with improvements continuing on Williams Road between the interchange and the roundabout at Shallowford Road and Williams Road. This is a project utilizing federal STP-DA funds. This project has an estimated cost of approximately \$1.5 million. The project will be paid for with 80% of the expected costs coming from federal aid with a 20% match from the Town.

The Town will continue design work on the roundabout project at Robinhood Road and Lewisville-Vienna Road. The project is the construction of a single lane roundabout at Robinhood Road and Lewisville-Vienna Road. The project will include necessary sidewalk connections at the roundabout and streetscape, lighting, and landscaping. The project has an estimated cost of approximately \$1,270,000. The project will be paid for with 80% of the expected costs coming from federal aid with a 20% match from the Town.

The Town has also been awarded funding for a CMAQ project to extend the sidewalk along Lewisville-Vienna Road from Riverwood Drive to Robinhood Road. The project will be paid for with 80% of the expected costs coming from federal aid with a 20% match from the Town. The total cost of the project is estimated at \$1,234,411.

Planning

The Planning Board and staff desire to engage in work related to re-writing the Town's Unified Development Ordinance. The budget as proposed contains funding to facilitate this work in the upcoming fiscal year budget.

Conclusion

In conclusion, this budget reflects the desire of Council to address the needs of the Town, while being cognizant of economic conditions. Choices made in expenditures were done to meet the priorities and goals of the Council established during the year with the assistance of numerous advisory boards and committees. Over the past few weeks, the Council met to deliberate the proposal set forth, and made adjustments as needed.

I would like to thank the staff for their assistance with the development of this budget and the Town Council for their continued guidance and support.

If I may be of any assistance, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Stacy Y. Tolbert". The signature is written in a cursive, flowing style.

Stacy Y. Tolbert
Interim Town Manager

Town of Lewisville
2022-2023 General Fund Budget
Adjustments Proposed by Town Council During Budget Workshops

REVENUES	Operating Revenues	Fund Balance Appropriated	Total Revenues
Estimated revenues per budget proposed by Town Manager	\$ 5,626,027	\$ 1,238,739	\$ 6,864,766
Increase estimated rental revenue from MAWCC	30,000	-	30,000
Increase estimated occupancy tax revenue	17,150	-	17,150
Increase estimated ABC Board revenue	22,084	-	22,084
Reclass paint sprayer	-	4,169	4,169
Changing ad valorem tax rate from \$.20 to \$.177	(354,459)	-	(354,459)
Remove EV charging stations	-	(43,648)	(43,648)
Add contract with PTRC for Town Manager Executive Search	-	6,000	6,000
Estimated revenues per budget after adjustments recommended by Town Council	\$ 5,340,802	\$ 1,205,260	\$ 6,546,062

EXPENSES	Expenses Paid Out of Revenues	Expenses Paid Out of Fund Balance	Total Expenses
Expenses per budget as originally proposed by Town Manager	\$ 5,626,027	\$ 1,238,739	\$ 6,864,766
Reclass paint sprayer	(4,169)	4,169	-
Remove EV charging stations	(4,202)	(43,648)	(47,850)
Add contract with PTRC for Town Manager Executive Search	-	6,000	6,000
Add another month of residential street sweeping in the Spring	4,650	-	4,650
Remove contribution from General Fund to the Municipal Buildings/Land Capital Reserve	(170,000)	-	(170,000)
Remove contribution from General Fund to the GWR ROW/Construction Capital Reserve	(115,000)	-	(115,000)
Reduce Forsyth County tax collection fees	(3,654)	-	(3,654)
Increase Community Policing Contract	7,150	-	7,150
Expenses per budget after adjustments recommended by Town Council	\$ 5,340,802	\$ 1,205,260	\$ 6,546,062

**TOWN OF LEWISVILLE
BUDGET ORDINANCE NUMBER 2022-001
FISCAL YEAR 2022-2023 BUDGET**

BE IT ORDAINED by the Town Council of the Town of Lewisville, North Carolina:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the Town Government and its activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the chart of accounts heretofore established for the Town:

Governing Body	\$ 311,623
Administration	\$ 891,505
Finance	\$ 266,245
Debt Service	\$ 232,400
Planning	\$ 465,975
Beautification	\$ 108,162
Community Policing	\$ 778,515
Public Safety	\$ 12,850
Public Works	\$ 942,395
Streets	\$ 275,585
Powell Bill	\$ 385,357
Storm Water	\$ 178,526
Solid Waste	\$ 890,000
Recycling	\$ 7,595
Parks and Recreation	\$ 799,329
Total Departmental Appropriations	\$ 6,546,062

**TOWN OF LEWISVILLE
BUDGET ORDINANCE NUMBER 2022-001
FISCAL YEAR 2022-2023 BUDGET**

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Ad Valorem Property Tax	\$ 2,879,926
Tax Penalties & Interest	\$ 4,000
Local Sales and Use Tax	\$ 1,057,280
Beer and Wine Tax	\$ 54,295
Electricity Sales Tax	\$ 440,400
Piped Natural Gas Sales Tax	\$ 19,275
Telecommunications Sales Tax	\$ 23,790
Video Programming Sales Tax	\$ 127,285
Solid Waste Disposal Tax	\$ 10,480
Powell Bill Allocation	\$ 385,357
ABC Board Revenue	\$ 212,084
Occupancy Tax	\$ 47,150
Investment Revenue	\$ 350
Miscellaneous Revenue	\$ 79,130
Fund Balance Appropriated	\$ 1,205,260
Total Revenues	\$ 6,546,062

**TOWN OF LEWISVILLE
BUDGET ORDINANCE NUMBER 2022-001
FISCAL YEAR 2022-2023 BUDGET**

Section 3: The following amounts are hereby appropriated in the Special Revenue Fund for the operation and activities of the Willow Run Municipal Service District for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the chart of accounts heretofore established for the Municipal Service District:

Legal Expense	\$	1,000
Supplies	\$	2,000
Contracted Services	\$	29,950
Contingency	\$	3,660
Total	\$	36,610

Section 4: It is estimated that the following revenues will be available in the Willow Run Municipal Service District Special Revenue Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Ad Valorem Property Tax	\$	36,610
Total	\$	36,610

Section 5: The following amount is hereby appropriated in the Great Wagon Road Right-of-Way/Construction Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the chart of accounts heretofore approved for the Town:

Reserve for Expenditures	\$	-
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Section 6: The following revenue will be available in the Great Wagon Road Right-of-Way/Construction Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Transfer from General Fund	\$	-
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**TOWN OF LEWISVILLE
BUDGET ORDINANCE NUMBER 2022-001
FISCAL YEAR 2022-2023 BUDGET**

Section 7: The following amount is hereby appropriated in the Sidewalks, Bike Paths, and Greenways Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the chart of accounts heretofore approved for the Town:

Reserve for Expenditures	<u>\$ 25,000</u>
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Section 8: The following revenue will be available in the Sidewalks, Bike Paths, and Greenways Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Transfer from General Fund	<u>\$ 25,000</u>
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Section 9: The following amount is hereby appropriated in the Municipal Buildings/Land Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the chart of accounts heretofore approved for the Town:

Reserve for Expenditures	<u>\$ -</u>
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Section 10: The following revenue will be available in the Municipal Buildings/Land Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Transfer from General Fund	<u>\$ -</u>
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Section 11: The following amount is hereby appropriated in the Public Works Facility Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the chart of accounts heretofore approved for the Town:

Reserve for Expenditures	<u>\$ 495,000</u>
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Section 12: The following revenue will be available in the Public Works Facility Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Transfer from General Fund	<u>\$ 495,000</u>
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**TOWN OF LEWISVILLE
BUDGET ORDINANCE NUMBER 2022-001
FISCAL YEAR 2022-2023 BUDGET**

Section 13: The following amount is hereby appropriated in the Parks and Recreation Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the chart of accounts heretofore approved for the Town:

Reserve for Expenditures	<u>\$ 400,000</u>
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Section 14: The following revenue will be available in the Parks and Recreation Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Transfer from General Fund	<u>\$ 400,000</u>
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Section 15:

(A) For the Town of Lewisville, there is hereby levied a tax rate of seventeen and seven tenths cents (\$.177) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2022, for the purpose of raising the revenue as “Ad Valorem Property Tax” in the General Fund in Section 2 of this ordinance.

This rate is based on a total valuation of property for the purpose of taxation of \$1,677,399,050 and an estimated rate of collection of 97%. The estimated rate of collection is based on the fiscal 2020-2021 collection rate of 99.78%.

(B) For the Willow Run Municipal Service District, there is hereby levied a tax rate of five cents (\$.05) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2022, for the purpose of raising the revenue as “Ad Valorem Property Tax” in the General Fund in Section 4 of this ordinance.

This rate is based on a total valuation of property for the purpose of taxation of \$75,480,252 and an estimated rate of collection of 97%.

Section 16: The Great Wagon Road Right-of-Way/Construction Capital Projects Fund is included as a part of this budget ordinance.

Section 17: The Jack Warren Park Maintenance Facility/Playground Expansion Capital Projects Fund is included as a part of this budget ordinance.

Section 18: The Gateway Project Capital Projects Fund is included as a part of this budget ordinance.

Section 19: The Community Center Capital Projects Fund is included as a part of this budget ordinance.

**TOWN OF LEWISVILLE
BUDGET ORDINANCE NUMBER 2022-001
FISCAL YEAR 2022-2023 BUDGET**

Section 20: The Roundabout at Lewisville-Vienna Road and Robinhood Road Capital Projects Fund is included as a part of this budget ordinance.

Section 21: The Special Revenue Fund - Grant Project Fund for the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds is included as a part of this budget ordinance.

Section 22: Events expenditures are calculated at \$6.50 per resident using the estimated population count of 13,406. The budget for events is \$87,139.

Section 23: Travel Per Diem Rates and Fee Schedules are hereby established in accordance with Appendix A and C attached hereto.

Section 24: Salary range minimums and maximums for Town staff are hereby established in accordance with Appendix B attached hereto.

Section 25: The Town Manager shall have the authority per G.S. 159-15 to transfer appropriations from one line item to another line item within a departmental budget. These changes should not result in increases in recurring obligations such as salaries and benefits. The Town Manager is further authorized to transfer funds from one appropriation to another in a different department within the same fund with a maximum of \$10,000 provided that such transfer shall be reported to the Town Council at its next regular meeting and shall be entered in the minutes. No additional transfers shall be made between funds, except as approved by the Town Council in the Budget Ordinance as amended. The Town Manager shall have the authority to approve and execute contracts in amounts not to exceed \$10,000. The Town Manager has the authority to make a change order to an existing paving contract not to exceed \$40,000.

Section 26: The Town Manager shall not hire or authorize the hiring of employees that will result in more than the equivalent of 12.5 full time permanent employees. However, the Town Manager may at his/her discretion designate one of the Town's existing employees as an Assistant Town Manager.

Section 27: Appendix A Lodging Plus Per Diem Rates Fiscal Year 2022-2023 is herein incorporated into this ordinance.

Section 28: Appendix B Salary Ranges by Pay Grade is herein incorporated into this ordinance.

Section 29: Appendix C Fiscal Year 2022-2023 Fee Schedule is herein incorporated into this ordinance.

**TOWN OF LEWISVILLE
BUDGET ORDINANCE NUMBER 2022-001
FISCAL YEAR 2022-2023 BUDGET**

Section 30: Copies of this Budget Ordinance shall be furnished to the Finance Officer, the Budget Officer, and the Town Clerk, to be kept on file by them for their direction in the disbursement of funds.

ADOPTED THIS THE 9TH DAY OF JUNE, 2022 BY THE LEWISVILLE TOWN COUNCIL.

Mike Horn, Mayor

ATTEST: _____
Dora Moore, Town Clerk

DRAFT

**TOWN OF LEWISVILLE
BUDGET ORDINANCE NUMBER 2022-001
FISCAL YEAR 2022-2023 BUDGET**

APPENDIX A

LODGING PLUS PER DIEM RATES FISCAL YEAR 2022-2023

1. Reference the Town of Lewisville Personnel Policy Section 8-3 (Seminars and Training) where the following per diem rates are enacted for FY 2022-2023:

a. Authorized travelers will be reimbursed for the full cost of overnight lodging accommodations plus the following meal rates, except as stated in paragraph 1b below:

Application Time	Meal	Rate
7:00 AM	Breakfast	\$ 10.00
12:00 Noon	Lunch	\$ 10.00
6:00 PM	Dinner	\$ 25.00
	Total	\$ 45.00

b. Following is an exception to 1.a. above. When the Town Council and/or Town staff dine together as part of a group function, one (1) Town credit card will be used for payment and total meal expenses will be equally divided among all participants and posted accordingly to the appropriate departmental expense. Individual meal rates for this function may be over or under per diem rates. No reimbursement shall be made for these expenses.

2. Partial day per diem will be based on meal rate deductions which will be determined by the time of departure from and return to Lewisville. Departure from Lewisville or the traveler's regular place of business prior to the next application time will qualify the traveler for the appropriate meal rate. Return to Lewisville or the traveler's regular place of business prior to the application time will result in non-payment of the corresponding meal rate.

3. Meals provided by the sponsor of a conference or meetings will result in the corresponding meal rate deduction. The traveler is required to report meals provided or consumed in flight when traveling by air, if meals are included in the hotel/motel room rate, or if meals are provided as a part of the attended program. Meals provided by the hotel/motel in which the traveler resides may be optional. For example, should a continental breakfast be inadequate the traveler may have the option not to consume the provided meal and obtain a meal from an alternate source and be reimbursed at the corresponding per diem rate.

4. The traveler must complete a Town Travel Reimbursement claim form in order to receive payment for official travel, including local official travel mileage reimbursement claims. Lodging receipts, airline tickets, and other claims for reimbursement must be attached to the claim form. Receipts for meal expenses are not required except when using Town credit cards.

**TOWN OF LEWISVILLE
BUDGET ORDINANCE NUMBER 2022-001
FISCAL YEAR 2022-2023 BUDGET**

5. During FY 2022-2023 use of privately owned vehicles (POV) while conducting official Town business will be reimbursed at the same rate established by the IRS. Employees and other Town officials receiving an automobile allowance will not be reimbursed mileage when using their POV for official travel within the State.

DRAFT

**TOWN OF LEWISVILLE
BUDGET ORDINANCE NUMBER 2022-001
FISCAL YEAR 2022-2023 BUDGET**

APPENDIX B

SALARY RANGES BY PAY GRADE

Pay Grade	Salary Range	
	Minimum	Maximum
6	\$ 78,395	\$ 121,510
5	\$ 64,138	\$ 103,905
4	\$ 57,287	\$ 85,930
3	\$ 42,760	\$ 71,268
2	\$ 35,633	\$ 57,013
1	\$ 28,505	\$ 42,760

Pay Grade	Classifications
6	Finance Officer
	Assistant Town Manager
5	Planner
	Public Works Director
4	Town Clerk
3	Communications Specialist
	Office Manager/Events Coordinator
	Storm Water Administrator
	Community Center Facilities & Programming Manager
	Planner I
2	Maintenance Technician
	Accounting Clerk I
1	Maintenance Worker I

**TOWN OF LEWISVILLE
BUDGET ORDINANCE NUMBER 2022-001
FISCAL YEAR 2022-2023 BUDGET**

FISCAL YEAR 2022-2023 FEE SCHEDULE

APPENDIX C – SEE ATTACHED

Cancellation of Reservations for Use of Town Facilities:

Cancellation 30 days prior to event	Full refund of rental fee
Cancellation 15 days to 29 days prior to event: Resident or Non-Resident Non-Resident	50% refund of base rental fee Forfeit surcharge
Cancellation 14 days or less prior to the event	Forfeit all rental fees paid

Other:

Renters are subject to policies established by the Parks, Recreation and Cultural Development Board and Town Code both as approved by Town Council.

**APPENDIX C
FEE SCHEDULE**

Resource			Account Number
Town Code Chapter 16			
Facility Rental and Associated Fees			
G. Galloway Reynolds Community Center	Fees for 4 Hours	Surcharge	
Comm Ctr: Flr 1 or 2 - Resident	\$35		10-00-3343-4002
Comm Ctr: Flr 1 or 2 - Non-Resident	\$35	\$100	10-00-3343-4002
Comm Ctr: Flr 1 w/ kitchen - Resident	\$55		10-00-3343-4002
Comm Ctr: Flr 1 w/ kitchen - Non-Resident	\$55	\$100	10-00-3343-4002
Comm Ctr: Entire Bldg w/ Kitchen - Resident	\$85		10-00-3343-4002
Comm Ctr: Entire Bldg w/ Kitchen - Non -Resident	\$85	\$100	10-00-3343-4002
Refundable cleaning deposit	\$200		10-00-2160-1000
(Additional hours are priced at \$15 per hour)			
Damages (fee to be determined by cost of damage and/or repair)			

Officer Fees (minimum 4 hrs each) (Required to serve alcohol [minimum 2] and large events support) (Required for high attendance events) Cancellations with less than 24 hours notice prior to start time, officers will be paid \$40 per hour for a minimum of 4 hours and supervisors \$45 per hour for a minimum of 4 hours. Private events must contract directly with the Forsyth County Sheriff's Office.	\$40 per hour per officer \$45 per hour per supervisor		10-00-3344-4000
Hank Chilton Pavilion at Shallowford Square	Fees for 4 Hours	Surcharge	
Town Square Pavilion - Resident	\$35		10-00-3343-4003
Town Square Pavilion - Non-Resident	\$35	\$100	10-00-3343-4003
Refundable cleaning deposit	\$200		10-00-2160-1000
(Additional hours are priced at \$15 per hour)			
Damages (fee to be determined by cost of damage and/or repair)			
Officer Fees (minimum 4 hrs each) (Required to serve alcohol [minimum 2] and large events support) (Required for high attendance events) Cancellations with less than 24 hours notice prior to start time, officers will be paid \$40 per hour for a minimum of 4 hours and supervisors \$45 per hour for a minimum of 4 hours. Private events must contract directly with the Forsyth County Sheriff's Office.	\$40 per hour per officer \$45 per hour per supervisor		10-00-3344-4000

Jack Warren Park Pavilion	Fees for 4 Hours	Surcharge	
Jack Warren Park Pavilion - Resident	\$35		10-00-3343-4004
Jack Warren Park Pavilion - Non-Resident	\$35	\$100	10-00-3343-4004
Refundable cleaning deposit	\$200		10-00-2160-1000
(Additional hours are priced at \$15 per hour)			
Damages (fee to be determined by cost of damage and/or repair)			
Officer Fees (minimum 4 hrs each) (Required to serve alcohol [minimum 2] and large events support) (Required for high attendance events) Cancellations with less than 24 hours notice prior to start time, officers will be paid \$40 per hour for a minimum of 4 hours and supervisors \$45 per hour for a minimum of 4 hours. Private events must contract directly with the Forsyth County Sheriff's Office.	\$40 per hour per officer \$45 per hour per supervisor		10-00-3344-4000
Mary Alice Warren Community Center	Fees for 4 Hours	Surcharge	
Fifty (50) attendees or less			
Shallow Ford Multi-Purpose Room - Resident	\$160		10-00-3343-4005
Shallow Ford Multi-Purpose Room - Non-Resident	\$160	\$100	10-00-3343-4005
Lewisville Multi-Purpose Room - Resident	\$160		10-00-3343-4005
Lewisville Multi-Purpose Room - Non-Resident	\$160	\$100	10-00-3343-4005

Vienna Multi-Purpose Room - Resident	\$160		10-00-3343-4005
Vienna Multi-Purpose Room - Non-Resident	\$160	\$100	10-00-3343-4005
Shallow Ford Multi-Purpose Room w/ Kitchen - Resident	\$235		10-00-3343-4005
Shallow Ford Multi-Purpose Room with Kitchen - Non-Resident	\$235	\$100	10-00-3343-4005
Multi-Purpose Rooms Shallow Ford and Lewisville with Kitchen - Resident	\$395		10-00-3343-4005
Multi-Purpose Rooms Shallow Ford and Lewisville with Kitchen - Non-Resident	\$395	\$100	10-00-3343-4005
Multi-Purpose Rooms Shallow Ford, Lewisville, and Vienna with Kitchen - Resident	\$555		10-00-3343-4005
Multi-Purpose Rooms Shallow Ford, Lewisville, and Vienna with Kitchen - Non-Resident	\$555	\$100	10-00-3343-4005
(Additional hours are priced at \$40 per hour per room)			
Refundable cleaning deposit (per room)	\$200		10-00-2160-1000
Magnolia Activity Room - Resident	\$100		10-00-3343-4005
Magnolia Activity Room - Non-Resident	\$100	\$100	10-00-3343-4005
Great Wagon Conference Room - Resident	\$100		10-00-3343-4005
Great Wagon Conference Room - Non-Resident	\$100	\$100	10-00-3343-4005
(Additional hours are priced at \$25 per hour per room)			
Refundable cleaning deposit (per room)	\$200		10-00-2160-1000
More than fifty (50) attendees			
Shallow Ford Multi-Purpose Room - Resident	\$400		10-00-3343-4005
Shallow Ford Multi-Purpose Room - Non-Resident	\$400	\$100	10-00-3343-4005

Lewisville Multi-Purpose Room - Resident	\$400		10-00-3343-4005
Lewisville Multi-Purpose Room - Non-Resident	\$400	\$100	10-00-3343-4005
Vienna Multi-Purpose Room - Resident	\$400		10-00-3343-4005
Vienna Multi-Purpose Room - Non-Resident	\$400	\$100	10-00-3343-4005
Shallow Ford Multi-Purpose Room w/ Kitchen - Resident	\$475		10-00-3343-4005
Shallow Ford Multi-Purpose Room with Kitchen - Non-Resident	\$475	\$100	10-00-3343-4005
Multi-Purpose Rooms Shallow Ford and Lewisville with Kitchen - Resident	\$875		10-00-3343-4005
Multi-Purpose Rooms Shallow Ford and Lewisville with Kitchen - Non-Resident	\$875	\$200	10-00-3343-4005
Multi-Purpose Rooms Shallow Ford, Lewisville, and Vienna with Kitchen - Resident	\$1,275		10-00-3343-4005
Multi-Purpose Rooms Shallow Ford, Lewisville, and Vienna with Kitchen - Non-Resident	\$1,275	\$300	10-00-3343-4005
(Additional hours are priced at \$100 per hour per room)			
Refundable cleaning deposit (per room)	\$300		10-00-2160-1000
Magnolia Activity Room - Resident	\$100		10-00-3343-4005
Magnolia Activity Room - Non-Resident	\$100	\$100	10-00-3343-4005
Great Wagon Conference Room - Resident	\$100		10-00-3343-4005
Great Wagon Conference Room - Non-Resident	\$100	\$100	10-00-3343-4005
(Additional hours are priced at \$25 per hour per room)			
Refundable cleaning deposit (per room)	\$200		10-00-2160-1000
Amenities requested as needed - EXTRA - to be determined per rental			

Kitchen	\$75		10-00-3343-4005
Damages (fee to be determined by cost of damage and/or repair)			
Officer Fees (minimum 4 hrs each) (Required to serve alcohol [minimum 2] and large events support) (Required for high attendance events) Cancellations with less than 24 hours notice prior to start time, officers will be paid \$40 per hour for a minimum of 4 hours and supervisors \$45 per hour for a minimum of 4 hours. Private events must contract directly with the Forsyth County Sheriff's Office.	\$40 per hour per officer \$45 per hour per supervisor		10-00-3344-4000
Event Fees			
Parks and Recreation Program Fees			
Fee to be determined by cost of program			10-00-3302-3001
Planning & Zoning Fees			
Re-Zoning Petitions & Development Fees *			
General Use All Districts	\$1,200		10-00-3352-4000
Special Use District Zoning	\$1,500		10-00-3352-4000
Site Plan Approval Major (5 acre or greater)	\$1,500		10-00-3352-4000

Site Plan Approval Minor (less than 5 acres)	\$1,000		10-00-3352-4000
Site Plan Amendment	\$500		10-00-3352-4000
Zoning Text Amendment	\$900		10-00-3352-4000
Special Use Permit by Elected Body	\$1,100		10-00-3352-4000
Staff and Minor Changes	\$150		10-00-3352-4000
Planning Board Review	\$600		10-00-3352-4000
Amending Uses	\$900		10-00-3352-4000
Subdivision Fees			
Subdivision Major (final plat)	\$1,500		10-00-3352-4000
Subdivision Minor (final plat)	\$500		10-00-3352-4000
Recombination Plat - Exception	\$175		10-00-3352-4000
Zoning Certification Letter	\$25		10-00-3352-4000
Planning Staff Sub-Division Denial Appeal	\$50		10-00-3352-4000
Driveway Permit Fees			
Residential	\$50		10-00-3352-4000
Commercial	\$250		10-00-3352-4000

Map Printing & Other Planning & Zoning Fees			
Zoning Board of Adjustment Fees & Inspection Fees (See Winston-Salem Fee Schedule)			
Land Use, Zoning, and Special Map Copies	\$25		10-00-3352-4000
Miscellaneous Planning & Zoning Publications:	<i>Per Page</i>		
Black & White	\$0.02		10-00-3352-4000
Color	\$0.05		10-00-3352-4000
Outside Vendor Copy	Cost		10-00-3352-4000
Street Name Change (resident initiated)	\$200 + Cost		10-00-3352-4000
Street Closing Request (resident initiated)	\$400		10-00-3352-4000
Temporary Sign Permits	\$35		10-00-3328-0000
Storm Water Fees			
Review - No BMP Required			
1st Disturbed Acre	\$250		10-00-3329-0000
Each additional disturbed acre	\$40		10-00-3329-0000
Resubmittal:			
1st Disturbed Acre	\$250		10-00-3329-0000

Each additional disturbed acre	\$40		10-00-3329-0000
Review - BMP Required			
1st Disturbed Acre	\$250		10-00-3329-0000
Each additional disturbed acre	\$100		10-00-3329-0000
Per Quantity BMP	\$500		10-00-3329-0000
Resubmittal:			
1st Disturbed Acre	\$250		10-00-3329-0000
Each additional disturbed acre	\$100		10-00-3329-0000
Per Quantity BMP	\$500		10-00-3329-0000
Non-Review Administration Fee Less Than 1 acre	\$200		10-00-3329-0000
Miscellaneous Fees			
MSD Fishing License for other Lewisville Residents	\$100		10-00-3839-8000
Town Code Chapter 17			
Abandoned, Hazardous, Junked Vehicles (see towing company fees)			

Town Code Chapter 43			
Tall Grass Nuisances (mowing) administrative fee	\$50		10-00-3839-8000
Tall Grass Nuisances (mowing) contractor abatement			
Operator	\$100 per hour		10-00-3839-8000
Equipment	\$100 per hour		10-00-3839-8000
Nuisances - Attorney Fees (per incident)			
Bulky Item Removal			
Long Bed Pick-Up Truck Load	\$100		10-00-3839-8000
6'x12' Trailer	\$275		10-00-3839-8000
Combined Use of Truck and Trailer	\$375		10-00-3839-8000
Photo Copies:	<i>Per Page</i>		
Black & White	\$0.02		10-00-3839-8000
Color	\$0.05		10-00-3839-8000
Outside Vendor Copy	Cost		10-00-3839-8000
Comprehensive Plan Copy (1 copy per household for residents - free)	\$25		10-00-3839-8000
Lewisville Street Map	\$3		10-00-3839-8000

Paver Bricks (Shallowford Square)	\$150		10-00-3841-8000
Tree Honoraries/Memorials (Jack Warren Park)	\$300		10-00-3841-8000
Bench Honoraries/Memorials (Jack Warren Park)	\$600		10-00-3841-8000
Check Returned for Insufficient Funds	\$36		10-00-3839-8000
Thumb Drive Fee	\$10		10-00-3839-8000
Budget Copies (1 copy per household for residents - free)	\$3		10-00-3839-8000
Permit Application Fee for Itinerant Merchants and Peddlers	\$10		10-00-3125-0001
<i>A Gardner's Guide to Landscaping and Plants</i> by the Beautification Committee	\$5		10-00-3839-8000
Board of Election filing fee for the offices of Mayor and Council Member payable to the Forsyth County Board of Elections	\$5		
Traffic Control Measures (See Policy)			10-00-3303-3000
Pedestrian Crossing Treatments (See Policy)			10-00-3303-3000

* Fee includes posting of signs on the property, legal advertising and, if applicable, the mailing of letters to adjoining property owners.



**ORDINANCE 2022-029 OF THE LEWISVILLE TOWN COUNCIL
UDO L-167 - AMENDING THE UNIFIED DEVELOPMENT ORDINANCE (UDO)
LEWISVILLE RURAL OVERLAY**

WHEREAS, the Lewisville Planning Board held a public hearing on May 11, 2022 on the draft to amend the UDO section related to the Lewisville Rural Overlay (LRO) and Planned Residential Developments (PRD); and,

WHEREAS, the Lewisville Planning Board recommended approval to the Lewisville Town Council; and,

WHEREAS, the Lewisville Town Council held a public hearing on June 9, 2022.

NOW THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Unified Development Ordinance (UDO) UDOL-167 related to the Lewisville Rural Overlay (LRO) and Planned Residential Developments (PRD) is amended as noted in the attached document.

Adopted this the 12th day of June 2022 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

STAFF REPORT

DOCKET # UDO L-167

REQUEST

This text amendment was drafted by staff to amend the *Unified Development Ordinance* (UDO) to officially define the area of the Lewisville Rural Overlay (LRO) and to adopt a map showing the boundaries of the LRO. The amendment also intends to further protect the rural areas of Lewisville including scenic vistas, heritage corridors and lands along the Yadkin River. The amendment applied to UDO Chapter B, Article II, Section 2-1.2; Chapter B, Article II, Section 2-1.6; Chapter B, Article II, Section 2-5.59; and Chapter B, Section 2-4.1 Table B.2.6 Permitted Uses Table.

BACKGROUND

In UDO, Chapter B, Article II Zoning Ordinance, there are multiple sections addressing the Lewisville Rural Overlay District. The town has adopted specific standards for properties within the LRO and refers to an exhibit in the appendix section of the Ordinance for the map. Unfortunately, the map is not found in the appendix. In addition, our very desirable rural areas of Town need further protection to remain the beautiful areas they are today. This text amendment is meant to be proactive for the changes coming to Lewisville.

ANALYSIS

Staff, along with the Planning Board, have continued to study the areas of the UDO that attempt the preservation of rural areas. Along with UDO regulations, the newly adopted *2022 Lewisville Tomorrow Comprehensive Plan* details the "Rural Residential" area of the Future Land Use Map as areas intended to maintain rural character by limiting large-scale subdivisions, enhance the conservation of the natural landscape and viability of working lands, and continue to protect the community's natural resources through land use designations and conservation districts. Planned Residential Developments (PRD) are meant to preserve open space and cluster development, however, the conditions for the PRD use do not protect large rural tracts of land generally located in the Yadkin River Conservation (YR) zoning district, the Agricultural (AG) zoning district and the RS-40 & RS-30 zoning districts. With the update to the districts in which PRDs will be allowed along with the adoption of a map of the LRO, we feel this is a needed text amendment to the UDO.

SUMMARY

This text amendment will clarify the area designated as the Lewisville Rural Overlay, it will no longer allow PRDs to be located in the YR, AG, RS-40 & RS-30 zoning districts, and it will not allow for private package treatment plants to extend into the LRO. Staff believes this change to the UDO is reasonable and consistent with the *2022 Lewisville Tomorrow Comprehensive Plan* and will make the UDO more easily understood and interpreted.

The Planning Board voted to unanimously recommend the amendment to Council at their May 11, 2022 meeting.

The exact language to be added and/or amended to the UDO is attached.

Chapter B; Article II, Section 2-1.2

RESIDENTIAL ZONING DISTRICTS – PURPOSE STATEMENTS AND REGULATIONS

(A) YR Yadkin River Conservation District.

(3) Supplementary District Requirements.

(b) Development Standards.

- (i) Minimum Lot Size.** A minimum lot size of three (3) acres shall be required, ~~except for sites developed as planned residential developments. The overall density of a planned residential development may exceed one unit per three (3) acres if a density bonus is received as set forth in the use conditions for planned residential developments in Section B.2-5.59. However, density for planned residential developments shall not exceed two (2) units per acre in developable areas not restricted by floodplain or steep hillsides.~~

Chapter B; Article II, Section 2-1.6

OVERLAY AND SPECIAL PURPOSE ZONING DISTRICTS – PURPOSE STATEMENTS AND REGULATIONS

(F) Lewisville Rural Overlay District (LRO)

(1) Purpose. The LRO District is intended:

- (a) To preserve and enhance the appearance and special character of those rural areas located within the Town of Lewisville by encouraging development which respects the existing natural environment;
- (b) To recognize these characteristics as a major part of the Town's identity and positive image, and thereby enhance the visual quality of the surrounding areas;
- (c) To preserve open sight lines and viewscales;
- (d) To protect working farms, agricultural areas and wildlife habitat;
- (e) To recognize the environmentally-sensitive nature of the Yadkin River watershed and its importance as a water supply source;
- (f) To identify and preserve historic sites;
- (g) To stabilize and improve property values;
- (h) To promote higher density in activity centers;
- (i) To discourage strip development;
- (j) To locate public buildings in prominent locations;

- (k) To encourage more compact growth patterns;
- (l) To promote open space in new neighborhoods;
- (m) To promote linkage between neighborhoods;
- (n) To provide greater access to parks & greenways;
- (o) To reduce driveway cuts on major streets;
- ~~(p) To cluster development (encourage PRDs) along rural roads.~~

(2) **Boundaries.** All lots *designated as "Rural Residential"* within current and future town limits as shown on the *Future Land Use* map "*LRO Map of Lewisville*" found in ~~Appendix Exhibit 5~~ *in the adopted 2022 Lewisville Tomorrow Comprehensive Plan* shall constitute the LRO District.

(3) **LRO District Requirements.**

(a) Applicability.

- (i) New Development. The regulations of the LRO District shall apply to any change in use of property or change in zoning within the boundaries of the LRO District. ~~The preferred use for residential is existing zoning. All residential development that occurs from a change in use or change in zoning shall follow the standards as set out in Chapter B Section 2-5.59 Planned Residential Development.~~
- (ii) Existing Development. Any development existing at the time the LRO District is approved shall not be deemed a nonconformity because of the LRO District regulations, and is exempt from the standards set forth below.
- (iii) Commercial Development. Any new commercial development within the boundaries of the LRO district should follow the requirements as set out in Chapter B Section 2-1.5(D).

(b) Development Review Process.

- (i) Development Plan Requirement. Except for projects as specifically exempted herein, no building, grading, or demolition permit shall be issued within the LRO District prior to the submittal and recommendation of the development plan by the Planning Board and approval by the Town Council.
- (ii) Compliance Required. No site plan or subdivision plat shall be approved which does not demonstrate compliance with the provisions of this section and the conservation standards of the LRO District.

(iii) Appeals. Any aggravated party may take an appeal from the actions of the Town Planner to the Board of Adjustment, whether the site plan was approved or disapproved.

(4) **Permitted Uses**. All uses permitted in the underlying district shall be allowed in the LRO District, with the exception of the following: Manufactured Homes; **Planned Residential Developments**; Landfill, Construction and Demolition; Landfill, Land Clearing/Inert Debris; Landfill, Sanitary; and Borrow Site; Park and Shuttle Lot.

(5) **Accessory Structures**. Residential accessory structures that meet the requirement Chapter B, Article III, Section 3-1.2 (F): Accessory Structures Permitted in Required Yards, shall be allowed in the LRO District.

(6) **Private Utilities**. *No existing private package treatment plant shall be extended and no excess capacity shall be sold or transferred to properties within the LRO. No new private package treatment plants shall be constructed within the LRO.*

Chapter B; Article 2; Section 2-5 Use Conditions

2-5.59 PLANNED RESIDENTIAL DEVELOPMENT

(D) Permitted Principal Uses

(1) **Uses in Applicable Zoning Districts**. Land may be used and buildings erected, altered, enlarged, or used to include all uses permitted within the applicable zoning district. In addition, in the RSQ and RS-7 Districts, up to twenty-five percent (25%) of the total number of units may be multifamily residential units with approval of a special use permit from the Elected Body.

(2) **Additional Uses**. Nonresidential uses permitted in the NO and NB Districts shall be permitted in a planned residential development containing at least one hundred (100) dwelling units and located in a residential district ~~other than the YR or AG Districts~~.

(H) Development Standards

A planned residential development shall meet the following standards:

(9) Common Open Space.

(a) Area. Common open space shall not be less than the following percentages of the land area of the planned residential development, excluding dedicated public rights-of-way or private access easements.

Underlying Zoning District	Open Space
YR	20%
AG	20%
RS-40	20%
RS-30	20%

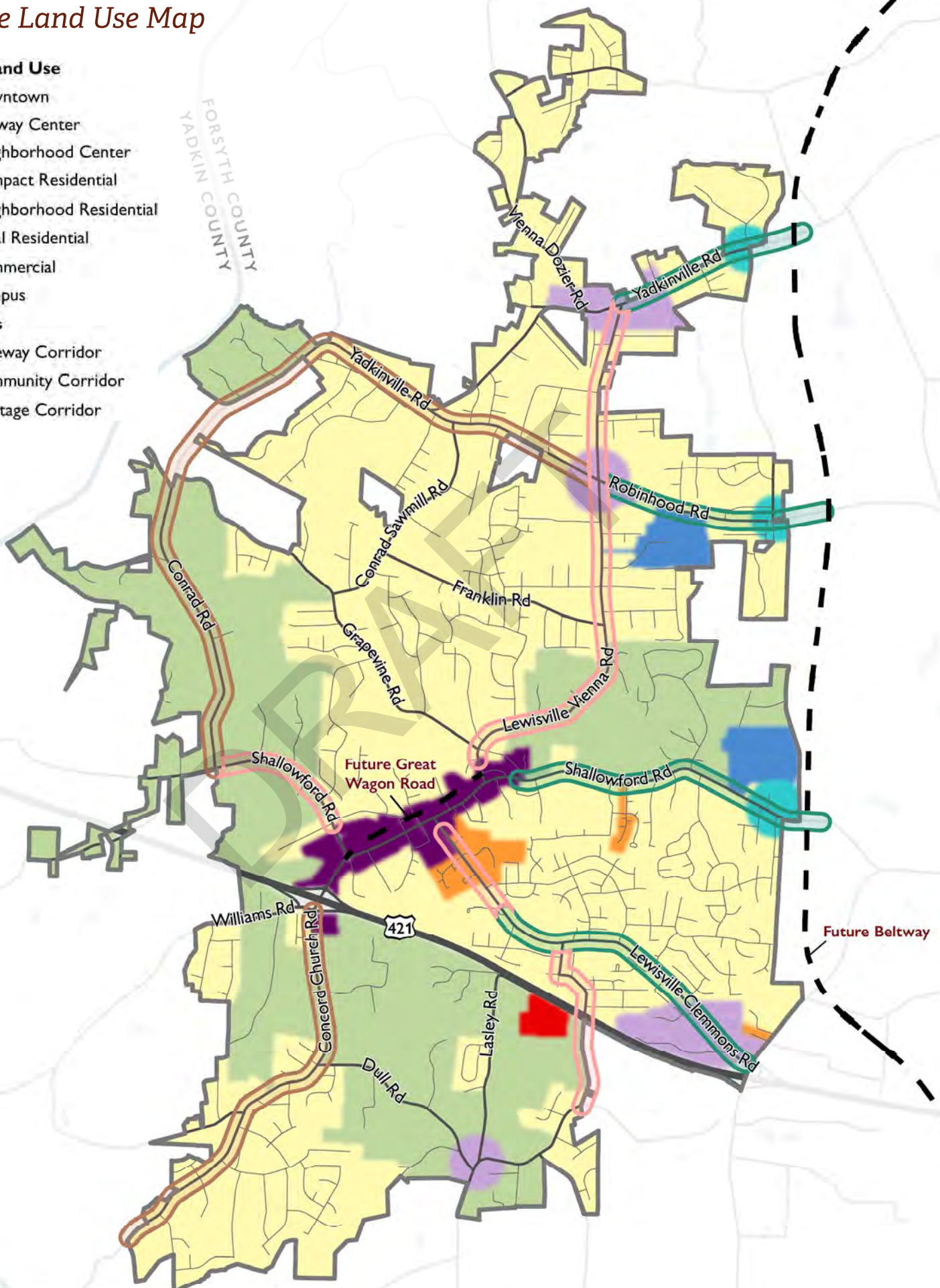
Future Land Use Map

Future Land Use

- Downtown
- Beltway Center
- Neighborhood Center
- Compact Residential
- Neighborhood Residential
- Rural Residential
- Commercial
- Campus

Corridors

- Gateway Corridor
- Community Corridor
- Heritage Corridor



§ 16-14 FACILITY USE EXEMPTION POLICY.

A. *Purpose.* To establish uniform guidelines for use of town facilities to the benefit of the town, its residents and the operating staff.

B. *Basic policy.* The Town of Lewisville desires that community recreational facilities be used for the benefit of its residents, the enjoyment of family-oriented activities, and the enrichment of the town's culture.

C. *~~Non-Non~~-discrimination policy.* These facilities are available to all persons without discrimination on the basis of race, national origin, sex, religion, age or disability.

D. *User fees.* User fees are established annually at the time the annual budget is adopted by the Town Council.

E. *User fee exemptions.* Organizations may be exempted from the payment of user fees and deposits as approved by the Town Council. The exemption shall be in the form of a Town Council ~~resolution~~ ordinance and shall be included in the list of exempted organizations listed elsewhere in this policy. Organizations not listed in the Exemption Policy must pay all fees.

1. Organizations located in the Town of Lewisville as that are defined by the Internal Revenue Code as § 501(c)(3) and § 501(c)(8) desiring recurring use may request to be exempted from user fees and deposits by submitting a request for exemption to the Town Council through the Town Manager or his or her designee. Requests for exemption shall be considered at the next regularly scheduled meeting of the Town Council.

2. Organizations serving the residents of the Town of Lewisville as defined below may request to be exempted from user fees and deposits by submitting a request for exemption to the Town Council through the Town Manager or his or her designee. Requests for exemption shall be considered at the next regularly scheduled meeting of the Town Council.

- a. regularly comes together for the purpose of promoting, providing or supporting services to the Town of Lewisville or its residents;
- b. uses a location within the Town of Lewisville's for its primary service place;
- c. has an office in the Town of Lewisville;
- d. has a majority of Town of Lewisville residents in its service population;
- e. conducts a majority of its activities in the Town of Lewisville; or
- f. focus a significant program in the Town of Lewisville.

23. Organizations grandfathered by the Town Council (Lewisville Garden Clubs and Homeowner Associations), non-profit organizations located in the Town of Lewisville as that are defined by the Internal Revenue Code as § 501(c)(3) and § 501(c)(8), and government organizations located in the Town of Lewisville are exempt from the payment of user fees and deposits at Shallowford Square, G. Galloway Reynolds Community Center and Jack Warren Park. User fees for exempted users at the Mary Alice Warren Community Center are outlined in § 16-18(F). Cleaning and damage fees are not exempt. If the facility is left unclean or damaged, the organization will be assessed a cost.

34. National or regional organizations located in the Town of Lewisville associated with health, human services or educational issues involving public schools may use a town facility for an event once

yearly for the purpose of fund raising and the event shall be exempt from user fees and deposits. These organizations are not exempt from cleaning and damage fees. If the facility is left unclean or damaged, the organization will be assessed a cost.

F. *Contracts.* All users of town facilities are required to execute the town’s standard rental application/agreement prior to their use of a facility. The agreement includes an indemnity holding the town harmless from any and all liability caused by the user’s negligence during their use of the facility. Some groups may be required to provide proof of liability insurance as determined, on a case by case basis, by staff. No sub-contracting is allowed.

G. *Reservations.* All users are required to reserve the use of town facilities through the Town Hall scheduling office. Reservations are to be approved by the Town Manager or his or her designated representative. Reservations are requested no later than 2 weeks in advance of the required usage. Exceptions may be granted by the Town Manager or his or her designee. Reservations made by an organization must name a responsible party.

H. *Recurring use.*

1. Groups requiring recurring uses may submit a request to the scheduling office (Town Hall Office Manager/Events Coordinator) stating the need for a recurring reservation and 3 choices of meeting days and times. The Town Manager or designee may approve recurring requests after considering the impact on the previously approved uses and future potential needs. Recurring uses may be approved for up to 1 year and may be renewed annually.

2. The regular request and approval cycle is as follows:

Requests submitted/received	June or November
Recurring use schedule approved	July or December
Recurring use schedule effective	August 1 through July 31 or January 1 through December 31

3. Out of cycle requests may be submitted at any time, however other pre-approved uses will not be altered to accommodate the out of cycle requests.

I. *Cancellations.* Non-use of dates by recurring users are to be reported to the scheduling office as early as possible so that the date will be available to other users.

J. *Terms of use.*

1. Exempted users follow the same rules for renters/users for each facility. All Shallowford Square, G. Galloway Reynolds Community Center, Jack Warren Park, and Mary Alice Warren Community Center rules apply. (See § [16-12](#), § [16-13](#), § [16-17](#), and § [16-18](#)).

2. Exempted organizations (for regular meetings and/or activities):

- a. Lewisville Civic Club.
- b. Winston-Salem/Forsyth County Schools.
- c. Winston-Salem/Forsyth County Schools Parent Teacher Association.
- d. Boy Scouts of America (local units sponsored by local organizations).
- e. Girl Scouts of America (local units sponsored by local organizations).
- f. Lewisville Garden Clubs.

- g. Lewisville Historical Society.
- h. Lewisville Area Arts Council (LAAC).
- i. Lewisville Branch Library (cooperative agreement with the Forsyth County Library System).
- j. Friends of the Lewisville Library.
- k. Piedmont Triad Regional Council and PTRC sponsored programs.
- l. Northwest Little League.
- m. American Legion.
- n. 4H Clubs.
- o. Lewisville Athletic Association.
- p. Homeowner Association (once yearly meetings).
- q. Vienna Civic Club.
- r. Shepherd's Center.
- s. FCSO Explorer Post 975.
- t. Rotary Club of Western Forsyth County.
- u. Indian Association of the Carolinas.
- v. Tealdrops, Inc.
- w. Forsyth Home Educators.
- x. Shallow Ford Foundation.

3. Exempt users are required to provide a certificate of insurance naming the town as an additional insured unless the organization falls under the umbrella of a national charitable organization recognized by the Internal Revenue Service under § 501(c)(3) or § 501(c)(8) of the Internal Revenue Code or are grandfathered from the original list.

(Am. Res. 2003039, passed 08-14-2003; Am. Res. 2007035, passed 09-13-2007; Am. Res. 2007068, passed 11-01-2007; Am. Res. 2008036, passed 10-09-2008; Am. Res. 2010002, passed 01-07-2010; Am. Res. 2010048, passed 09-02-2010; Am. Res. 2010052, passed 10-14-2010; Am. Res. 2011063, passed 12-01-2011; Am. Res. 2013012, passed 03-14-2013; Am. Res. 2014045, passed 09-04-2014; Am. Ord. 2015011, passed 02-12-2015; Am. Ord. 2015029, passed 03-12-2015; Am. Ord. 2016034, passed 10-13-2016; Am. Ord. 2019037, passed 07-11-2019; Am. Ord. 2020002, passed 01-09-2020; Am. Ord. 2021037, passed 07-08-2021; Am. Ord. 2021051, passed 09-09-2021)



**RESOLUTION 2022-040 OF THE LEWISVILLE TOWN COUNCIL
AUTHORIZING NEWSLETTER PRINTING CONTRACT**

WHEREAS, the newsletter printing needs have been reviewed for FY 2022-2023; and,

WHEREAS, Sir Speedy has agreed to continue printing the newsletter bimonthly for a period of six (6) months Sept/Oct 2022, Nov/Dec 2022 and Jan/Feb 2023; and,

WHEREAS, the cost for printing 5,900 newsletters each printing at an amount of \$2,000.25 plus the cost of paper plus a 30% markup on the paper.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Lewisville Town Council authorizes the newsletter printing contract with Sir Speedy and authorizes the Town Manager to execute the attached contract.

BE IT FURTHER RESOLVED that the effective date of this contract is July 1, 2022.

Adopted this the 9th day of June 2022.

Mike Horn, Mayor

ATTEST:

Dora Moore, Town Clerk

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

AGREEMENT

NEWSLETTER PRINTING

Sep/Oct 2022

Nov/Dec 2022

Jan/Feb 2023

Contractor Name/Address/Phone/Email

Sir Speedy
1011 Burke Street
Winston-Salem, NC 27101
336-722-4109
jody@sirspeedyws.com

This agreement is entered into this 10th day of June, 2022 by and between Sir Speedy (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 printing services to produce 5,900 copies of the Lewisville Citizen three (3) times per year per the attached quote.**

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 after receiving the draft of the newsletter from the Town and the Contractor shall complete the entire work no later than 10 business days from receipt of the newsletter draft from the Town. 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 \$6,000.75 per the attached quote. The Town will also pay the Contractor an amount equal to the Contractor's cost of paper used in the printing plus a 30% markup. 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 _____.~~
- ~~c. General Liability Insurance in the minimum amount of _____.~~
- ~~d. Automobile Insurance in the minimum amount of _____.~~

~~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.

DRAFT

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

Stacy Y. Tolbert
Interim Town Manager

Date

Sir Speedy
1011 Burke Street
Winston-Salem, NC 27101
336-722-4109

Signature

Date

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

Pam Orrell, Finance Officer



PRINT | SIGNS | MARKETING

In Business Since 1974

1011 Burke Street • Winston-Salem, NC 27101
PHONE (336) 722-4109 • FAX (336) 722-5446

info@sirspeedyws.com
www.sirspeedyws.com

Quotation	
No: 65187	Date: 05/23/22

Pam Orrell
TOWN OF LEWISVILLE
PO BOX 547
LEWISVILLE NC 27023-0547

SHIP TO:

TOWN OF LEWISVILLE
PO BOX 547
LEWISVILLE NC 27023-0547
Fax: 945-5531

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
1285	Pam Orrell	945-5558 x 5		Jody, Ext 211	Jody, Ext 211	Deliver
Quantity	Description					Price
5,900	Newsletter for July 2022-Dec 2022					1,438.50
5,900	Inside Pages					561.75
					Subtotal	2,000.25
					Shipping	0.00
					Postage	0.00
					Tax	135.02
					TOTAL	2,135.27
					Terms	Net 30 Days

Prices are subject to file and/or hard copy review. Additional charges may apply.
This quote does not include paper.

All quotes are subject to file and/or hard copy review. Additional charges may apply. This price is good for 30 days.



**RESOLUTION 2022-041 OF THE LEWISVILLE TOWN COUNCIL
APPROVING A CONFLICT OF INTEREST POLICY
APPLICABLE TO CONTRACTS AND SUBAWARDS OF THE TOWN OF LEWISVILLE SUPPORTED
BY FEDERAL FINANCIAL ASSISTANCE**

WHEREAS, the Town of Lewisville should prevent the personal interest of staff members, elected officials and board and committee members from interfering with the performance of their duties; and,

WHEREAS, the Town of Lewisville should prevent the personal interest of staff members and elected officials from resulting in personal financial, professional and/or political gain to such persons at the expense of the Town; and,

WHEREAS, all individuals involved in the selection, award or administration of a contract and/or subaward supported by federal financial assistance be screened by the Town Manager for any conflicts of interest.

NOW, THEREFORE BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL adopts and enacts the attached Conflict of Interest Policy applicable to contracts and subawards of the Town of Lewisville supported by federal financial assistance.

Adopted and enacted this the 9th day of June 2022 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

TOWN OF LEWISVILLE

**CONFLICT OF INTEREST POLICY
APPLICABLE TO CONTRACTS AND SUBAWARDS OF THE
TOWN OF LEWISVILLE SUPPORTED BY FEDERAL
FINANCIAL ASSISTANCE**



DATE APPROVED BY

Town Council:

June 9, 2022

CONFLICT OF INTEREST POLICY

**APPLICABLE TO CONTRACTS AND SUBAWARDS OF THE TOWN OF LEWISVILLE
SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE**

I. Scope of Policy

- a. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when the Town of Lewisville (“*Unit*”) enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II. Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. “*COI Point of Contact*” means the individual identified in Section III(a) of this Policy.
- b. “*Contract*” means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. “*Contractor*” means an entity or individual that receives a Contract.
- d. “*Covered Individual*” means a Public Officer, employee, or agent of the Unit.
- e. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).
- f. “*Direct Benefit*” means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

- g. *"Federal Financial Assistance"* means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. *"Governing Board"* means the Town Council of the Unit.
- i. *"Immediate Family Member"* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- j. *"Involved in Making or Administering"* means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. *"Pass-Through Entity"* means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- l. *"Public Officer"* means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- m. *"Recipient"* means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. *"Related Party"* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. *"Subaward"* means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- p. “*Subcontract*” means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. “*Subcontractor*” means an entity that receives a Subcontract.
- r. “*Subrecipient*” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. “*Unit*” has the meaning specified in Section I hereof.

III. COI Point of Contact.

- a. Appointment of COI Point of Contact. The Town Manager shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the Town Manager is unable to serve in such capacity, the Finance Officer shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “*COI Point of Contact*”.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. Conflict of Interest Standards in Contracts and Subawards

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.
 - i. G.S. § 14-234(a)(1). A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
 - ii. G.S. § 14-234(a)(3). No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.
 - iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between

the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.

- iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

- i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.

1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.

2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

- ii. Identification and Management of Conflicts of Interest.

1. Duty to Disclose and Disclosure Forms

- a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

- b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
- c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit.

2. Identification Prior to Award of Contract or Subaward.

- a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the Town Manager and the Finance Officer and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
 - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
 - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.

- b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

- a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the Town Manager and the Finance Officer and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
 - i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
 - ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. Oversight of Subrecipient's Conflict of Interest Standards

- a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.

- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. Gift Standards

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:
 - i. honorariums for participating in meetings;
 - ii. advertising items or souvenirs of nominal value; or
 - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. Violations of Policy

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a

gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

Adopted this the 9th day of June, 2022.

Mike Horn, Mayor

ATTEST:

Dora K. Moore, Town Clerk

DRAFT

EXHIBIT A

Examples

<i>Potential Examples of a "Financial or Other Interest" in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a "Tangible Personal Benefit" From a Firm or Organization Considered for a Contract or Subaward</i>
<p>Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none">- Stock in a corporation.- Membership interest in a limited liability company.- Partnership interest in a general or limited partnership.- Any right to control the firm or organization's affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract.- Option to purchase any equity interest in a firm or organization.	<p>Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract.</p> <p>A position as a director or officer of the firm or organization, even if uncompensated.</p>
<p>Holder of any debt owed by a firm considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none">- Secured debt (e.g., debt backed by an asset of the firm (like a firm's building or equipment))- Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan).<ul style="list-style-type: none">o Holder of a judgment against the firm.	<p>A referral of business from a firm considered for a Contract or Subaward.</p>
<p>Supplier or contractor to a firm or organization considered for a Contract or Subaward.</p>	<p>Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).</p>

EXHIBIT B

COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The Town of Lewisville (“*Unit*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Manager as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Manager and the Finance Officer and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof; (ii) a child, and parent thereof; (iii) a parent, and spouse thereof; (iv) a sibling, and spouse thereof; (v) a grandparent and grandchild, and spouses thereof; (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step

1 Identify the proposed Contract, counterparty, and the subject of the Contract.

Name of Contract: _____

Name of Counterparty _____

Subject of Contract: _____

2 Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.

Public Officials

Employees

Agents

3 Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]

Public Officials

Employees

Agents

Any identified interest in Step 3 is a potential “real” conflict of interest.

4 Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.

Public Officials – Related Party

Employees – Related Party

Agents – Related Party

Any identified interest in Step 4 is

a potential “real”
conflict of interest.

5

Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the *appearance* that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.

Public Officials

Employees

Agents

Any identified
interest in Step 5 is
a potential
“apparent” conflict
of interest.

COI Point of Contact:

Signature of COI Point of Contact:

Date of Completion:

EXHIBIT C

CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The Town of Lewisville (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Manager as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract: _____ (the “Contract”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the *appearance* that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the *appearance* that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

Sign Name: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____

EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The Town of Lewisville (“*Unit*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Manager as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Manager and the Finance Officer and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step

1

Identify the proposed Subaward, Subrecipient, and the subject of the Subaward. Name of Contract:

Name of Counterparty

Subject of Subaward:

2 Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.

Public Officials

Employees

Agents

3

Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]

Public Officials

Employees

Agents

Any identified interest in Step 3 is a potential “real” conflict of interest.

4 Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]

Any identified interest in Step 4 is a potential "real" conflict of interest.

Public Officials – Related Party

Employees – Related Party

Agents – Related Party

5 Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the *appearance* that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.

Any identified interest in Step 5 is a potential "apparent" conflict of interest.

Public Officials

Employees

Agents

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT E

SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The Town of Lewisville ("Unit") has adopted a Conflict of Interest Policy ("Policy") that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Manager as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward: _____ (the "Subaward"). To safeguard the Unit's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____

* * * * *



**RESOLUTION 2022-042 OF THE LEWISVILLE TOWN COUNCIL
AUTHORIZING SEMI-ANNUAL HVAC MAINTENANCE CONTRACT**

WHEREAS, it is necessary to service the heating, ventilation and air conditioning (HVAC) systems at Town facilities; and,

WHEREAS, Air One Industries, Inc. has been chosen for this semi-annual service; and,

WHEREAS, the cost for this service is:

Town Hall	\$ 3,984
Town Hall Annex	\$ 1,238
Galloway Community Center	\$ 1,145
Mary Alice Warren Community Center	<u>\$ 4,262</u>
TOTAL	<u>\$10,629</u>

NOW THEREFORE, BE IT HEREBY RESOLVED by the Lewisville Town Council authorizes the contracts with Air One Industries, Inc. for HVAC semi-annual maintenance and authorizes the Town Manager to execute the attached contracts.

BE IT FURTHER RESOLVED that the effective date of this contract is July 1, 2022.

Adopted this the 9th day of June 2022.

Mike Horn, Mayor

ATTEST:

Dora Moore, Town Clerk

**AIR ONE INDUSTRIES, INC.
SERVICE CONTRACT**

THIS SERVICE CONTRACT (the "Agreement") is made July 1, 2022, by and between AIR ONE INDUSTRIES, INC., a North Carolina corporation, with its address at PO Box 520, Mocksville, NC 27028 ("AOI"), and Town of Lewisville – Town Hall with its place of business located at 6510 Shallowford Road, Lewisville, N.C. 27023 (the "Customer").

The parties agree as follows:

1. AOI Services. AOI shall be responsible for and agrees to:
 - (a) Inspect, service, maintain and provide the materials for, the equipment identified on **Exhibit A** attached to this Agreement (the "Equipment"), all as more particularly described on **Exhibit B** attached to this Agreement (the "Services"), using qualified AOI employees.
 - (b) Carry out its obligations with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in this area.
 - (c) Cooperate with Customer in scheduling the Services so as to minimize any disruption to Customer's operations.
2. Customer Responsibilities. Customer shall be responsible for and agrees to:
 - (a) Properly operate all Equipment and related controls in accordance with the applicable operating manuals and recommended procedures and ensure that qualified personnel are provided for such operations.
 - (b) Promptly notify AOI of unusual Equipment operating conditions.
 - (c) Operate the Equipment continuously in environmental and electrical conditions that meet or exceed the manufacturer's specifications for the Equipment.
 - (d) Cooperate with AOI in scheduling the Services so as to minimize any disruption to Customer's operations.
3. Term. The initial term of this Agreement shall be for 1 (One) year, effective July 1, 2022 and shall renew on its anniversary at the end of the then current term for a term of 1 (One) year, unless either party gives the other party at least thirty (30) days written notice prior to the anniversary date.
4. Service Fee. Customer agrees to pay AOI a fee of **\$3,984.00** (plus NC Sales and Use Tax) per year (the "Service Fee") for the Services, payable to AOI in equal bi-annual payments of **\$1,992.00** (plus NC Sales and Use Tax). These payments are not based on the number of inspection visits per month or year, but rather to provide a convenient method of paying out the total cost of the Service Fee. Customer acknowledges that although AOI has agreed to accept payment of the Service Fee in equal bi-annual payments, the Service Fee is earned as the Services are performed. In the event that this Agreement is terminated, for whatever reason, prior to the end of the term, the annual contract amount will be pro-rated based on the services completed and will become due and payable at that time. The Service Fee is subject to annual adjustment at least 60 days prior to any annual anniversary date of this Agreement.
5. General Terms and Conditions.
 - (a) Services. Services shall be performed by AOI during normal business hours, Monday - Friday 8:00am – 5:00pm. Customer shall provide AOI's personnel safe, clean and unobstructed access to all Equipment to be serviced and necessary utilities (electricity, water, etc.) to perform the Services. Unless otherwise specified in this Agreement, the following are not included in the Services:
 - (i) A guarantee that a facility or any room in a facility will maintain a certain temperature or that a system will perform under certain conditions or to certain specifications.
 - (ii) Inspection, maintenance, repair or replacement of piping, disconnect switches, circuit breakers, insulation, motor starting equipment and interconnecting power wiring, and non-maintainable components, e.g., castings, heat exchanger shells, duct work, boiler shell and

tubes, cabinets, boiler refractory material, main power service and electrical wiring, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items.

(iii) Repairs, service or replacement of parts made necessary as a result of Acts of God, or any other circumstances beyond the control of AOI including, but not limited to, a failure in a utility service needed for operation of the Equipment, burned out main or branch fuses, vandalism, insurrections, riots, strikes or other labor disputes, material shortages, embargoes, accidents, fire, explosions, war, deficiencies in other equipment and systems, failure by Customer to properly operate the Equipment, unauthorized alteration of the Equipment, and actions, recommendations, regulations or other requirements of insurance companies, federal, state, municipal or other government agencies or bodies or other similar authorities (collectively, the "Unusual Circumstances").

(iv) Structural alterations to the premises where the Equipment is installed as necessary for the performance of the obligations of AOI under this Agreement.

(v) Handling, removal or disposal of any materials classified as hazardous materials by any government or industry regulation, water treatment services, material and labor costs to replace refrigerant and other similar services not within the scope of the Services.

(b) Payment. Customer shall pay AOI invoices within net thirty (30) days of the invoice date. Past due payments will accrue interest at the rate of one and one-half percent (1½%) per month retroactive to the due date until paid in full. Customer shall pay all costs (including reasonable attorneys' fees) incurred by AOI in attempting to collect amounts due and otherwise enforcing the terms of this Agreement. Customer agrees to reimburse AOI at normal prevailing rates for any costs of labor, parts, materials and tools to perform services requested by Customer that are not included in the Services including, but not limited to, those specifically excluded under this Agreement or that arise from Customer's failure to comply its obligations under this Agreement. Customer shall pay any taxes required in connection with the provision of Services or materials provided under this Agreement including, but not limited to, federal excise taxes on refrigerants.

(c) Unusual Circumstances. AOI shall not be responsible for delay or failure to render services or deliver any equipment or parts, if such delay or failure is due to any Unusual Circumstances. In such event, this Agreement shall at the election of AOI (i) remain in effect, but the obligations of AOI shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer. In either event, Customer shall pay AOI for all Services performed and materials provided to the date of termination.

(d) Disclaimer of Warranties. AOI warrants that: (i) Customer will have good title to all materials and equipment supplied by AOI, free and clear of all liens; and (ii) all materials and equipment provided or installed by AOI will be new unless otherwise agreed to in writing by Customer. **EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE WARRANTY FOR LABOR FOR THE SERVICES IS THIRTY (30) DAYS FOLLOWING THE COMPLETION OF THE SERVICES, THE WARRANTY FOR MATERIALS AND EQUIPMENT IS A MANUFACTURER'S WARRANTY ONLY, AND NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR TRADE ARE MADE BY AOI.** AOI agrees to assign its rights under any manufacturer's warranties to Customer upon request.

(e) Indemnification. AOI and Customer shall indemnify and hold each other harmless from any and all costs, expenses, damages, judgments, penalties and amounts to be paid in settlement including, but not limited to, reasonable attorneys' fees, arising from any third party investigation, claim, demand or cause of action arising from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement; provided, however, neither party shall indemnify the other to the extent such liability is attributable to the negligence or misconduct of the other party. In the event both parties are at fault, the obligation to indemnify shall be proportional to their relative fault.

(f) Limitation of Liability. In no event shall AOI be liable for any indirect, special, incidental, consequential or punitive damages, losses or expenses including, but not limited to, loss of use, loss of profits, or loss of goodwill, even if Customer has been advised of the possibility of such loss or damage.

(g) Default. A default in the payment of any sums due under, or performance of any material obligation, warranty, covenant, or liability contained in, this Agreement, on the part of either party shall constitute a default by that party under this Agreement. Upon the occurrence of any nonpayment default, and at any time thereafter so long as such default continues, the non-defaulting party may provide written notice to the other party that it, in good faith, believes a default has occurred and describing the default. If the nonpayment default is not cured within thirty (30) days after receipt by the defaulting party of notice, or if payment is not made under the terms of this Agreement when due, then the non-defaulting party may, by giving notice to take effect immediately, be entitled to terminate this Agreement and/or may avail itself of any other legal remedies.

(h) Notices. Any and all notices required or permitted to be made under this Agreement shall be in writing, signed by the party giving such notice, and shall be delivered or sent by hand delivery, recognized overnight courier or registered or certified mail, postage fully prepaid and addressed to the recipient at its address appearing on the face of this Agreement or to such other address as a party may by proper notice designate, and shall be deemed given in the case of hand delivery upon delivery to the recipient's address, in the case of overnight courier one (1) day after deposit with such courier and in the case of mailing two (2) days after deposit in the mail.

(i) Entire Agreement. The terms and conditions contained in the Agreement and the Exhibits attached to this Agreement constitute the final, complete and exclusive statement of the contract between the AOI and Customer. No modifications or supplementation of the Agreement shall be effective unless specifically agreed to in writing, signed by both AOI and Customer. In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable valid, legal, and enforceable provision, which comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision. The failure of either party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act from having the effect of an original violation.

(j) Assignment and Delegation. This Agreement is assignable, and the performance of the duties set forth in the Agreement is delegable upon agreement of the AOI and Customer. This Agreement shall be binding upon, and shall inure to the benefit of, the AOI, Customer and their respective successors, legal representatives and permitted assigns.

(k) Governing Law. This Agreement will be governed by the laws of the State of North Carolina.

[SEPARATE SIGNATURE PAGE ATTACHED]

SEPARATE SIGNATURE PAGE
TO
AIR ONE INDUSTRIES, INC.
SERVICE AGREEMENT

IN WITNESS WHEREOF, an authorized representative of each party has executed this Agreement as of the date set forth above.

AIR ONE INDUSTRIES, INC.

CUSTOMER

Company Name: Town of Lewisville – Town Hall

By: 

By: _____

Name: Michael D. Deal

Print: _____

Title: President / Partner

Title: _____

DRAFT

**EXHIBIT A
EQUIPMENT LIST**

QTY	MANUFACTURER	MODEL NUMBER	SERIAL NUMBER
✓1	Lochinvar	Knight	Boiler
✓1	Lochinvar	Knight	Boiler
✓1	Carrier (Chiller)	30RAN035-511CX	3409Q57791
✓1	Carrier (Air Handler)	39MN10C011FD912XGS	3509U188862
✓1	Carrier (Air Handler)	39MN08C011FDC22XGS	3509U18867
✓1	Carrier (Air Handler)	39MN10C011FDB22XGS	3509U18865
✓38	VAV Boxes		
✓9	VFD Drives		
✓4	Pumps		
✓2	Fresh Air Fans		
✓1	ERV		

DRAFT

EXHIBIT B
SCOPE OF SERVICES

Maintenance Inspections:

- Labor necessary to perform One (1) cooling start-up inspection per year
- Labor necessary to perform One (1) heating start-up inspection per year
- Labor necessary to chemically clean chiller condenser coils One (1) time per year
- Labor necessary to change filters Two (2) times per year (filters furnished by Air One Industries)
- Labor necessary to change drive belts One (1) time per year (belts furnished by Air One Industries)
- Labor necessary to clean boiler heat exchangers, change flame sensors and change ignitors One (1) time per year (sensors and ignitors furnished by Air One Industries)
- Labor necessary to clean VAV Water Strainers One (1) timer per year
- Materials and cleaning supplies used during the performance of inspections

Written reports will be provided to the Customer following each inspection and an emergency or repair call. A Refrigerant Management Report, certified by the EPA, will be kept to track usage. This EPA report is available to the Customer at any time. Other written reports will be furnished as outlined in the Maintenance Inspections Section above.

Service Tasking Procedures for package units:

1. Change air filters as specified.
2. Oil and grease all motors and fan bearings as required.
3. Inspect all belt drives for adjustment, belt tension and wear. Change belts as specified.
4. Inspect tightness of set screws on motor, fan sheaves and fan wheels.
5. Inspect all bearing mountings for tightness.
6. Inspect condition of fans, shafts and drives. Inspect for alignment and wear.
7. Inspect condition of evaporator pans and drains.
8. Inspect equipment for proper refrigerant and oil charge.
9. Inspect refrigerant circuit for expansion valve operation, super heat setting, refrigerant flood back erratic operation.
10. Inspect compressor suction and discharge pressures.
11. Inspect operation of compressor unloaders and hot gas by-pass systems if applicable.
12. Inspect condition of evaporator and condenser coils. Clean condenser coils annually.
13. Inspect and clean all electrical connections, contactors and fuses.
14. Inspect minimum outside air damper setting.
15. Inspect safety controls for proper operation.

ECONOMIZER SECTIONS if applicable

1. Inspect operation of dampers, linkages and actuators.
2. Inspect mixed air temperature.
3. Inspect and calibrate temperature sensor for enthalpy control.
4. Inspect safety controls for proper operation.

GAS HEATING SECTION if applicable

1. Inspect condition of heat exchanger.
2. Inspect condition of gas pilot assembly, gas valve and burners.
3. Inspect operation of ignition controls for proper sequence.
4. Inspect level of low and high fire.
5. Inspect operation of all safety controls.
- 6.

ELECTRIC HEATING if applicable

1. Inspect all terminal blocks and electrical connections.
2. Inspect resistance of heater elements.
3. Inspect operation of all primary and secondary contactors and safety controls.
4. Inspect operation of heating sequence controllers.
5. Inspect safety controls for proper operation.

Service Tasking Procedures for air-cooled DX systems with remote condensing units: if applicable

1. Change air filters as specified.
2. Oil and grease all motors and fan bearings as required.
3. Inspect all belt drives for adjustment, belt tension and wear. Change belts as specified.
4. Inspect tightness of set screws on motor, fan sheaves and fan wheels.
5. Inspect condition of fans, shafts and drives. Inspect for alignment and wear.
6. Inspect condition of evaporator pans and drains.
7. Inspect equipment for proper refrigerant and oil charge.
8. Inspect liquid line sight glass.
9. Inspect compressor suction and discharge pressures.
10. Inspect refrigerant circuit for expansion valve operation, super heat setting, refrigerant flood back erratic operation.
11. Inspect operation of compressor unloaders and hot gas by-pass systems, if applicable.
12. Inspect operation of head pressure controls systems, if applicable.
13. Inspect condition of evaporator and condenser coils. Clean condenser coils annually.
14. Inspect and clean all electrical connections, contactors and fuses.
15. Inspect all thermostats.
16. Inspect operation of reversing valve.
17. Inspect safety controls for proper operation.

Fees for Other Services:

All other unscheduled service labor provided outside the scope of this Service Contract and during normal business hours of Monday – Friday, 8am - 5pm (except holidays), is billed at \$120.00 (plus NC Sales and Use Tax) per hour per technician. All other unscheduled service labor (including holidays) is considered overtime and is billed at time and a half per technician (plus NC Sales and Use Tax).

**AIR ONE INDUSTRIES, INC.
SERVICE CONTRACT**

THIS SERVICE CONTRACT (the "Agreement") is made July 1, 2022, by and between AIR ONE INDUSTRIES, INC., a North Carolina corporation, with its address at PO Box 520, Mocksville, NC 27028 ("AOI"), and Town of Lewisville – **Town Hall Annex** with its place of business located at 6550 Shallowford Road, Lewisville, N.C. 27023 (the "Customer").

The parties agree as follows:

1. AOI Services. AOI shall be responsible for and agrees to:
 - (a) Inspect, service, maintain and provide the materials for, the equipment identified on **Exhibit A** attached to this Agreement (the "Equipment"), all as more particularly described on **Exhibit B** attached to this Agreement (the "Services"), using qualified AOI employees.
 - (b) Carry out its obligations with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in this area.
 - (c) Cooperate with Customer in scheduling the Services so as to minimize any disruption to Customer's operations.
2. Customer Responsibilities. Customer shall be responsible for and agrees to:
 - (a) Properly operate all Equipment and related controls in accordance with the applicable operating manuals and recommended procedures and ensure that qualified personnel are provided for such operations.
 - (b) Promptly notify AOI of unusual Equipment operating conditions.
 - (c) Operate the Equipment continuously in environmental and electrical conditions that meet or exceed the manufacturer's specifications for the Equipment.
 - (d) Cooperate with AOI in scheduling the Services so as to minimize any disruption to Customer's operations.
3. Term. The initial term of this Agreement shall be for 1 (One) year, effective July 1, 2022 and shall renew on its anniversary at the end of the then current term for a term of 1 (One) year, unless either party gives the other party at least thirty (30) days written notice prior to the anniversary date.
4. Service Fee. Customer agrees to pay AOI a fee of **\$1,238.00** (plus NC Sales and Use Tax) per year (the "Service Fee") for the Services, payable to AOI in equal **bi-annual payments of \$619.00** (plus NC Sales and Use Tax). These payments are not based on the number of inspection visits per month or year, but rather to provide a convenient method of paying out the total cost of the Service Fee. Customer acknowledges that although AOI has agreed to accept payment of the Service Fee in equal bi-annual payments, the Service Fee is earned as the Services are performed. In the event that this Agreement is terminated, for whatever reason, prior to the end of the term, the annual contract amount will be pro-rated based on the services completed and will become due and payable at that time. The Service Fee is subject to annual adjustment at least 60 days prior to any annual anniversary date of this Agreement.
5. General Terms and Conditions.
 - (a) Services. Services shall be performed by AOI during normal business hours, Monday - Friday 8:00am – 5:00pm. Customer shall provide AOI's personnel safe, clean and unobstructed access to all Equipment to be serviced and necessary utilities (electricity, water, etc.) to perform the Services. Unless otherwise specified in this Agreement, the following are not included in the Services:
 - (i) A guarantee that a facility or any room in a facility will maintain a certain temperature or that a system will perform under certain conditions or to certain specifications.
 - (ii) Inspection, maintenance, repair or replacement of piping, disconnect switches, circuit breakers, insulation, motor starting equipment and interconnecting power wiring, and non-maintainable components, e.g., castings, heat exchanger shells, duct work, boiler shell and

tubes, cabinets, boiler refractory material, main power service and electrical wiring, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items.

(iii) Repairs, service or replacement of parts made necessary as a result of Acts of God, or any other circumstances beyond the control of AOI including, but not limited to, a failure in a utility service needed for operation of the Equipment, burned out main or branch fuses, vandalism, insurrections, riots, strikes or other labor disputes, material shortages, embargoes, accidents, fire, explosions, war, deficiencies in other equipment and systems, failure by Customer to properly operate the Equipment, unauthorized alteration of the Equipment, and actions, recommendations, regulations or other requirements of insurance companies, federal, state, municipal or other government agencies or bodies or other similar authorities (collectively, the "Unusual Circumstances").

(iv) Structural alterations to the premises where the Equipment is installed as necessary for the performance of the obligations of AOI under this Agreement.

(v) Handling, removal or disposal of any materials classified as hazardous materials by any government or industry regulation, water treatment services, material and labor costs to replace refrigerant and other similar services not within the scope of the Services.

(b) Payment. Customer shall pay AOI invoices within net thirty (30) days of the invoice date. Past due payments will accrue interest at the rate of one and one-half percent (1½%) per month retroactive to the due date until paid in full. Customer shall pay all costs (including reasonable attorneys' fees) incurred by AOI in attempting to collect amounts due and otherwise enforcing the terms of this Agreement. Customer agrees to reimburse AOI at normal prevailing rates for any costs of labor, parts, materials and tools to perform services requested by Customer that are not included in the Services including, but not limited to, those specifically excluded under this Agreement or that arise from Customer's failure to comply with its obligations under this Agreement. Customer shall pay any taxes required in connection with the provision of Services or materials provided under this Agreement including, but not limited to, federal excise taxes on refrigerants.

(c) Unusual Circumstances. AOI shall not be responsible for delay or failure to render services or deliver any equipment or parts, if such delay or failure is due to any Unusual Circumstances. In such event, this Agreement shall at the election of AOI (i) remain in effect, but the obligations of AOI shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer. In either event, Customer shall pay AOI for all Services performed and materials provided to the date of termination.

(d) Disclaimer of Warranties. AOI warrants that: (i) Customer will have good title to all materials and equipment supplied by AOI, free and clear of all liens; and (ii) all materials and equipment provided or installed by AOI will be new unless otherwise agreed to in writing by Customer. **EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE WARRANTY FOR LABOR FOR THE SERVICES IS THIRTY (30) DAYS FOLLOWING THE COMPLETION OF THE SERVICES, THE WARRANTY FOR MATERIALS AND EQUIPMENT IS A MANUFACTURER'S WARRANTY ONLY, AND NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR TRADE ARE MADE BY AOI.** AOI agrees to assign its rights under any manufacturer's warranties to Customer upon request.

(e) Indemnification. AOI and Customer shall indemnify and hold each other harmless from any and all costs, expenses, damages, judgments, penalties and amounts to be paid in settlement including, but not limited to, reasonable attorneys' fees, arising from any third party investigation, claim, demand or cause of action arising from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement; provided, however, neither party shall indemnify the other to the extent such liability is attributable to the negligence or misconduct of the other party. In the event both parties are at fault, the obligation to indemnify shall be proportional to their relative fault.

(f) Limitation of Liability. In no event shall AOI be liable for any indirect, special, incidental, consequential or punitive damages, losses or expenses including, but not limited to, loss of use, loss of profits, or loss of goodwill, even if Customer has been advised of the possibility of such loss or damage.

(g) Default. A default in the payment of any sums due under, or performance of any material obligation, warranty, covenant, or liability contained in, this Agreement, on the part of either party shall constitute a default by that party under this Agreement. Upon the occurrence of any nonpayment default, and at any time thereafter so long as such default continues, the non-defaulting party may provide written notice to the other party that it, in good faith, believes a default has occurred and describing the default. If the nonpayment default is not cured within thirty (30) days after receipt by the defaulting party of notice, or if payment is not made under the terms of this Agreement when due, then the non-defaulting party may, by giving notice to take effect immediately, be entitled to terminate this Agreement and/or may avail itself of any other legal remedies.

(h) Notices. Any and all notices required or permitted to be made under this Agreement shall be in writing, signed by the party giving such notice, and shall be delivered or sent by hand delivery, recognized overnight courier or registered or certified mail, postage fully prepaid and addressed to the recipient at its address appearing on the face of this Agreement or to such other address as a party may by proper notice designate, and shall be deemed given in the case of hand delivery upon delivery to the recipient's address, in the case of overnight courier one (1) day after deposit with such courier and in the case of mailing two (2) days after deposit in the mail.

(i) Entire Agreement. The terms and conditions contained in the Agreement and the Exhibits attached to this Agreement constitute the final, complete and exclusive statement of the contract between the AOI and Customer. No modifications or supplementation of the Agreement shall be effective unless specifically agreed to in writing, signed by both AOI and Customer. In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable valid, legal, and enforceable provision, which comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision. The failure of either party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act from having the effect of an original violation.

(j) Assignment and Delegation. This Agreement is assignable, and the performance of the duties set forth in the Agreement is delegable upon agreement of the AOI and Customer. This Agreement shall be binding upon, and shall inure to the benefit of, the AOI, Customer and their respective successors, legal representatives and permitted assigns.

(k) Governing Law. This Agreement will be governed by the laws of the State of North Carolina.

[SEPARATE SIGNATURE PAGE ATTACHED]

SEPARATE SIGNATURE PAGE
TO
AIR ONE INDUSTRIES, INC.
SERVICE AGREEMENT

IN WITNESS WHEREOF, an authorized representative of each party has executed this Agreement as of the date set forth above.

AIR ONE INDUSTRIES, INC.

CUSTOMER

Company Name: Town of Lewisville – Town Hall
Annex Building

By: *Michael Deal*

By: _____

Name: Michael D. Deal

Print: _____

Title: President / Partner

Title: _____

DRAFT

**EXHIBIT A
EQUIPMENT LIST**

QTY	MANUFACTURER	MODEL NUMBER	SERIAL NUMBER
1	Goodman	SR3R00356	1317135371
1	Rheem	SP1448AJ1NA	W172034842
1	Goodman	ARUF37C14AD	???????????
1	Goodman	ARUF37C14AD	1908651727

DRAFT

EXHIBIT B
SCOPE OF SERVICES

Maintenance Inspections:

- Labor necessary to perform One (1) cooling start-up inspection per year
- Labor necessary to perform One (1) heating start-up inspection per year
- Labor necessary to chemically clean condenser coils One (1) time per year
- Labor necessary to change filters One (1) times per year (filters furnished by Air One Industries)
- Materials and cleaning supplies used during the performance of inspections

Written reports will be provided to the Customer following each inspection and an emergency or repair call. A Refrigerant Management Report, certified by the EPA, will be kept to track usage. This EPA report is available to the Customer at any time. Other written reports will be furnished as outlined in the Maintenance Inspections Section above.

Service Tasking Procedures for package units:

1. Change air filters as specified.
2. Oil and grease all motors and fan bearings as required.
3. Inspect tightness of set screws on motor, fan sheaves and fan wheels.
4. Inspect all bearing mountings for tightness.
5. Inspect condition of fans, shafts and drives. Inspect for alignment and wear.
6. Inspect condition of evaporator pans and drains.
7. Inspect equipment for proper refrigerant and oil charge.
8. Inspect refrigerant circuit for expansion valve operation, super heat setting, refrigerant flood back erratic operation.
9. Inspect compressor suction and discharge pressures.
10. Inspect operation of compressor unloaders and hot gas by-pass systems if applicable.
11. Inspect condition of evaporator and condenser coils. Clean condenser coils annually.
12. Inspect and clean all electrical connections, contactors and fuses.
13. Inspect minimum outside air damper setting.
14. Inspect safety controls for proper operation.

ECONOMIZER SECTIONS if applicable

1. Inspect operation of dampers, linkages and actuators.
2. Inspect mixed air temperature.
3. Inspect and calibrate temperature sensor for enthalpy control.
4. Inspect safety controls for proper operation.

GAS HEATING SECTION if applicable

1. Inspect condition of heat exchanger.
2. Inspect condition of gas pilot assembly, gas valve and burners.
3. Inspect operation of ignition controls for proper sequence.
4. Inspect level of low and high fire.
5. Inspect operation of all safety controls.

ELECTRIC HEATING if applicable

1. Inspect all terminal blocks and electrical connections.
2. Inspect resistance of heater elements.
3. Inspect operation of all primary and secondary contactors and safety controls.
4. Inspect operation of heating sequence controllers.
5. Inspect safety controls for proper operation.

Service Tasking Procedures for air-cooled DX systems with remote condensing units: if applicable

1. Change air filters as specified.
2. Oil and grease all motors and fan bearings as required.
3. Inspect all belt drives for adjustment, belt tension and wear. Change belts as specified.
4. Inspect tightness of set screws on motor, fan sheaves and fan wheels.
5. Inspect condition of fans, shafts and drives. Inspect for alignment and wear.
6. Inspect condition of evaporator pans and drains.
7. Inspect equipment for proper refrigerant and oil charge.
8. Inspect liquid line sight glass.
9. Inspect compressor suction and discharge pressures.
10. Inspect refrigerant circuit for expansion valve operation, super heat setting, refrigerant flood back erratic operation.
11. Inspect operation of compressor unloaders and hot gas by-pass systems, if applicable.
12. Inspect operation of head pressure controls systems, if applicable.
13. Inspect condition of evaporator and condenser coils. Clean condenser coils annually.
14. Inspect and clean all electrical connections, contactors and fuses.
15. Inspect all thermostats.
16. Inspect operation of reversing valve.
17. Inspect safety controls for proper operation.

Fees for Other Services:

All other unscheduled service labor provided outside the scope of this Service Contract and during normal business hours of Monday – Friday, 8am - 5pm (except holidays), is billed at \$120.00 (plus NC Sales and Use Tax) per hour per technician. All other unscheduled service labor (including holidays) is considered overtime and is billed at time and a half per technician (plus NC Sales and Use Tax).

**AIR ONE INDUSTRIES, INC.
SERVICE CONTRACT**

THIS SERVICE CONTRACT (the "Agreement") is made July 1, 2022, by and between AIR ONE INDUSTRIES, INC., a North Carolina corporation, with its address at PO Box 520, Mocksville, NC 27028 ("AOI"), and Town of Lewisville – **Town Community Center** with its place of business located at **131 Lucy Lane**, Lewisville, N.C. 27023 (the "Customer").

The parties agree as follows:

1. AOI Services. AOI shall be responsible for and agrees to:
 - (a) Inspect, service, maintain and provide the materials for, the equipment identified on **Exhibit A** attached to this Agreement (the "Equipment"), all as more particularly described on **Exhibit B** attached to this Agreement (the "Services"), using qualified AOI employees.
 - (b) Carry out its obligations with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in this area.
 - (c) Cooperate with Customer in scheduling the Services so as to minimize any disruption to Customer's operations.
2. Customer Responsibilities. Customer shall be responsible for and agrees to:
 - (a) Properly operate all Equipment and related controls in accordance with the applicable operating manuals and recommended procedures and ensure that qualified personnel are provided for such operations.
 - (b) Promptly notify AOI of unusual Equipment operating conditions.
 - (c) Operate the Equipment continuously in environmental and electrical conditions that meet or exceed the manufacturer's specifications for the Equipment.
 - (d) Cooperate with AOI in scheduling the Services so as to minimize any disruption to Customer's operations.
3. Term. The initial term of this Agreement shall be for 1 (One) year, effective July 1, 2022 and shall renew on its anniversary at the end of the then current term for a term of 1 (One) year, unless either party gives the other party at least thirty (30) days written notice prior to the anniversary date.
4. Service Fee. Customer agrees to pay AOI a fee of **\$1,145.00** (plus NC Sales and Use Tax) per year (the "Service Fee") for the Services, payable to AOI in **equal bi-annual payments of \$572.50** (plus NC Sales and Use Tax). These payments are not based on the number of inspection visits per month or year, but rather to provide a convenient method of paying out the total cost of the Service Fee. Customer acknowledges that although AOI has agreed to accept payment of the Service Fee in equal bi-annual payments, the Service Fee is earned as the Services are performed. In the event that this Agreement is terminated, for whatever reason, prior to the end of the term, the annual contract amount will be pro-rated based on the services completed and will become due and payable at that time. The Service Fee is subject to annual adjustment at least 60 days prior to any annual anniversary date of this Agreement.
5. General Terms and Conditions.
 - (a) Services. Services shall be performed by AOI during normal business hours, Monday - Friday 8:00am – 5:00pm. Customer shall provide AOI's personnel safe, clean and unobstructed access to all Equipment to be serviced and necessary utilities (electricity, water, etc.) to perform the Services. Unless otherwise specified in this Agreement, the following are not included in the Services:
 - (i) A guarantee that a facility or any room in a facility will maintain a certain temperature or that a system will perform under certain conditions or to certain specifications.
 - (ii) Inspection, maintenance, repair or replacement of piping, disconnect switches, circuit breakers, insulation, motor starting equipment and interconnecting power wiring, and non-maintainable components, e.g., castings, heat exchanger shells, duct work, boiler shell and

tubes, cabinets, boiler refractory material, main power service and electrical wiring, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items.

(iii) Repairs, service or replacement of parts made necessary as a result of Acts of God, or any other circumstances beyond the control of AOI including, but not limited to, a failure in a utility service needed for operation of the Equipment, burned out main or branch fuses, vandalism, insurrections, riots, strikes or other labor disputes, material shortages, embargoes, accidents, fire, explosions, war, deficiencies in other equipment and systems, failure by Customer to properly operate the Equipment, unauthorized alteration of the Equipment, and actions, recommendations, regulations or other requirements of insurance companies, federal, state, municipal or other government agencies or bodies or other similar authorities (collectively, the "Unusual Circumstances").

(iv) Structural alterations to the premises where the Equipment is installed as necessary for the performance of the obligations of AOI under this Agreement.

(v) Handling, removal or disposal of any materials classified as hazardous materials by any government or industry regulation, water treatment services, material and labor costs to replace refrigerant and other similar services not within the scope of the Services.

(b) Payment. Customer shall pay AOI invoices within net thirty (30) days of the invoice date. Past due payments will accrue interest at the rate of one and one-half percent (1½%) per month retroactive to the due date until paid in full. Customer shall pay all costs (including reasonable attorneys' fees) incurred by AOI in attempting to collect amounts due and otherwise enforcing the terms of this Agreement. Customer agrees to reimburse AOI at normal prevailing rates for any costs of labor, parts, materials and tools to perform services requested by Customer that are not included in the Services including, but not limited to, those specifically excluded under this Agreement or that arise from Customer's failure to comply its obligations under this Agreement. Customer shall pay any taxes required in connection with the provision of Services or materials provided under this Agreement including, but not limited to, federal excise taxes on refrigerants.

(c) Unusual Circumstances. AOI shall not be responsible for delay or failure to render services or deliver any equipment or parts, if such delay or failure is due to any Unusual Circumstances. In such event, this Agreement shall at the election of AOI (i) remain in effect, but the obligations of AOI shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer. In either event, Customer shall pay AOI for all Services performed and materials provided to the date of termination.

(d) Disclaimer of Warranties. AOI warrants that: (i) Customer will have good title to all materials and equipment supplied by AOI, free and clear of all liens; and (ii) all materials and equipment provided or installed by AOI will be new unless otherwise agreed to in writing by Customer. **EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE WARRANTY FOR LABOR FOR THE SERVICES IS THIRTY (30) DAYS FOLLOWING THE COMPLETION OF THE SERVICES, THE WARRANTY FOR MATERIALS AND EQUIPMENT IS A MANUFACTURER'S WARRANTY ONLY, AND NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR TRADE ARE MADE BY AOI.** AOI agrees to assign its rights under any manufacturer's warranties to Customer upon request.

(e) Indemnification. AOI and Customer shall indemnify and hold each other harmless from any and all costs, expenses, damages, judgments, penalties and amounts to be paid in settlement including, but not limited to, reasonable attorneys' fees, arising from any third party investigation, claim, demand or cause of action arising from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement; provided, however, neither party shall indemnify the other to the extent such liability is attributable to the negligence or misconduct of the other party. In the event both parties are at fault, the obligation to indemnify shall be proportional to their relative fault.

(f) Limitation of Liability. In no event shall AOI be liable for any indirect, special, incidental, consequential or punitive damages, losses or expenses including, but not limited to, loss of use, loss of profits, or loss of goodwill, even if Customer has been advised of the possibility of such loss or damage.

(g) Default. A default in the payment of any sums due under, or performance of any material obligation, warranty, covenant, or liability contained in, this Agreement, on the part of either party shall constitute a default by that party under this Agreement. Upon the occurrence of any nonpayment default, and at any time thereafter so long as such default continues, the non-defaulting party may provide written notice to the other party that it, in good faith, believes a default has occurred and describing the default. If the nonpayment default is not cured within thirty (30) days after receipt by the defaulting party of notice, or if payment is not made under the terms of this Agreement when due, then the non-defaulting party may, by giving notice to take effect immediately, be entitled to terminate this Agreement and/or may avail itself of any other legal remedies.

(h) Notices. Any and all notices required or permitted to be made under this Agreement shall be in writing, signed by the party giving such notice, and shall be delivered or sent by hand delivery, recognized overnight courier or registered or certified mail, postage fully prepaid and addressed to the recipient at its address appearing on the face of this Agreement or to such other address as a party may by proper notice designate, and shall be deemed given in the case of hand delivery upon delivery to the recipient's address, in the case of overnight courier one (1) day after deposit with such courier and in the case of mailing two (2) days after deposit in the mail.

(i) Entire Agreement. The terms and conditions contained in the Agreement and the Exhibits attached to this Agreement constitute the final, complete and exclusive statement of the contract between the AOI and Customer. No modifications or supplementation of the Agreement shall be effective unless specifically agreed to in writing, signed by both AOI and Customer. In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable valid, legal, and enforceable provision, which comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision. The failure of either party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act from having the effect of an original violation.

(j) Assignment and Delegation. This Agreement is assignable, and the performance of the duties set forth in the Agreement is delegable upon agreement of the AOI and Customer. This Agreement shall be binding upon, and shall inure to the benefit of, the AOI, Customer and their respective successors, legal representatives and permitted assigns.


(k) Governing Law. This Agreement will be governed by the laws of the State of North Carolina.

[SEPARATE SIGNATURE PAGE ATTACHED]

SEPARATE SIGNATURE PAGE
TO
AIR ONE INDUSTRIES, INC.
SERVICE AGREEMENT

IN WITNESS WHEREOF, an authorized representative of each party has executed this Agreement as of the date set forth above.

AIR ONE INDUSTRIES, INC.

By 

Name: Michael D. Deal

Title: President / Partner

CUSTOMER

Company Name: Town of Lewisville – Town
Community Center Building

By: _____

Print: _____

Title: _____

DRAFT

**EXHIBIT A
EQUIPMENT LIST**

QTY	MANUFACTURER	MODEL NUMBER	SERIAL NUMBER
1	Rheem	RPMD-060JAZ	7048M4604113701
1	Goodman	GSZ130601AD	1402326351
1	Rheem	RBHK-25J14SFA	T M4604 08882
1	Int. Comfort	NFCX6000C1	L0025 38876

DRAFT

EXHIBIT B
SCOPE OF SERVICES

Maintenance Inspections:

- Labor necessary to perform One (1) cooling start-up inspection per year
- Labor necessary to perform One (1) heating start-up inspection per year
- Labor necessary to chemically clean condenser coils One (1) time per year
- Labor necessary to change filters Two (2) times per year (filters furnished by Air One Industries)
- Materials and cleaning supplies used during the performance of inspections

Written reports will be provided to the Customer following each inspection and an emergency or repair call. A Refrigerant Management Report, certified by the EPA, will be kept to track usage. This EPA report is available to the Customer at any time. Other written reports will be furnished as outlined in the Maintenance Inspections Section above.

Service Tasking Procedures for package units:

1. Change air filters as specified.
2. Oil and grease all motors and fan bearings as required.
3. Inspect tightness of set screws on motor, fan sheaves and fan wheels.
4. Inspect all bearing mountings for tightness.
5. Inspect condition of fans, shafts and drives. Inspect for alignment and wear.
6. Inspect condition of evaporator pans and drains.
7. Inspect equipment for proper refrigerant and oil charge.
8. Inspect refrigerant circuit for expansion valve operation, super heat setting, refrigerant flood back erratic operation.
9. Inspect compressor suction and discharge pressures.
10. Inspect operation of compressor unloaders and hot gas by-pass systems if applicable.
11. Inspect condition of evaporator and condenser coils. Clean condenser coils annually.
12. Inspect and clean all electrical connections, contactors and fuses.
13. Inspect minimum outside air damper setting.
14. Inspect safety controls for proper operation.

ECONOMIZER SECTIONS if applicable

1. Inspect operation of dampers, linkages and actuators.
2. Inspect mixed air temperature.
3. Inspect and calibrate temperature sensor for enthalpy control.
4. Inspect safety controls for proper operation.

GAS HEATING SECTION if applicable

1. Inspect condition of heat exchanger.
2. Inspect condition of gas pilot assembly, gas valve and burners.
3. Inspect operation of ignition controls for proper sequence.
4. Inspect level of low and high fire.
5. Inspect operation of all safety controls.

ELECTRIC HEATING if applicable

1. Inspect all terminal blocks and electrical connections.
2. Inspect resistance of heater elements.
3. Inspect operation of all primary and secondary contactors and safety controls.
4. Inspect operation of heating sequence controllers.
5. Inspect safety controls for proper operation.

Service Tasking Procedures for air-cooled DX systems with remote condensing units: if applicable

1. Change air filters as specified.
2. Oil and grease all motors and fan bearings as required.
3. Inspect all belt drives for adjustment, belt tension and wear. Change belts as specified.
4. Inspect tightness of set screws on motor, fan sheaves and fan wheels.
5. Inspect condition of fans, shafts and drives. Inspect for alignment and wear.
6. Inspect condition of evaporator pans and drains.
7. Inspect equipment for proper refrigerant and oil charge.
8. Inspect liquid line sight glass.
9. Inspect compressor suction and discharge pressures.
10. Inspect refrigerant circuit for expansion valve operation, super heat setting, refrigerant flood back erratic operation.
11. Inspect operation of compressor unloaders and hot gas by-pass systems, if applicable.
12. Inspect operation of head pressure controls systems, if applicable.
13. Inspect condition of evaporator and condenser coils. Clean condenser coils annually.
14. Inspect and clean all electrical connections, contactors and fuses.
15. Inspect all thermostats.
16. Inspect operation of reversing valve.
17. Inspect safety controls for proper operation.

Fees for Other Services:

All other unscheduled service labor provided outside the scope of this Service Contract and during normal business hours of Monday – Friday, 8am - 5pm (except holidays), is billed at \$120.00 (plus NC Sales and Use Tax) per hour per technician. All other unscheduled service labor (including holidays) is considered overtime and is billed at time and a half per technician (plus NC Sales and Use Tax).

**AIR ONE INDUSTRIES, INC.
SERVICE CONTRACT**

THIS SERVICE CONTRACT (the "Agreement") is made July 1, 2022, by and between AIR ONE INDUSTRIES, INC., a North Carolina corporation, with its address at PO Box 520, Mocksville, NC 27028 ("AOI"), and Town of Lewisville – Mary Alice Warren Community Center with its place of business located at 7632 Warren Park Drive, Lewisville, N.C. 27023 (the "Customer").

The parties agree as follows:

1. AOI Services. AOI shall be responsible for and agrees to:

(a) Inspect, service, maintain and provide the materials for, the equipment identified on Exhibit A attached to this Agreement (the "Equipment"), all as more particularly described on Exhibit B attached to this Agreement (the "Services"), using qualified AOI employees.

(b) Carry out its obligations with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in this area.

(c) Cooperate with Customer in scheduling the Services so as to minimize any disruption to Customer's operations.

2. Customer Responsibilities. Customer shall be responsible for and agrees to:

(a) Properly operate all Equipment and related controls in accordance with the applicable operating manuals and recommended procedures and ensure that qualified personnel are provided for such operations.

(b) Promptly notify AOI of unusual Equipment operating conditions.

(c) Operate the Equipment continuously in environmental and electrical conditions that meet or exceed the manufacturer's specifications for the Equipment.

(d) Cooperate with AOI in scheduling the Services so as to minimize any disruption to Customer's operations.

3. Term. The initial term of this Agreement shall be for 1 (One) year, effective July 1, 2022 and shall renew on its anniversary at the end of the then current term for a term of 1 (One) year, unless either party gives the other party at least thirty (30) days written notice prior to the anniversary date.

4. Service Fee. Customer agrees to pay AOI a fee of \$4,262.00 (plus NC Sales and Use Tax) per year (the "Service Fee") for the Services, payable to AOI in equal bi-annual payments of \$2,131.00 (plus NC Sales and Use Tax). These payments are not based on the number of inspection visits per month or year, but rather to provide a convenient method of paying out the total cost of the Service Fee. Customer acknowledges that although AOI has agreed to accept payment of the Service Fee in equal bi-annual payments, the Service Fee is earned as the Services are performed. In the event that this Agreement is terminated, for whatever reason, prior to the end of the term, the annual contract amount will be pro-rated based on the services completed and will become due and payable at that time. The Service Fee is subject to annual adjustment at least 60 days prior to any annual anniversary date of this Agreement.

5. General Terms and Conditions.

(a) Services. Services shall be performed by AOI during normal business hours, Monday - Friday 8:00am – 5:00pm. Customer shall provide AOI's personnel safe, clean and unobstructed access to all Equipment to be serviced and necessary utilities (electricity, water, etc.) to perform the Services. Unless otherwise specified in this Agreement, the following are not included in the Services:

(i) A guarantee that a facility or any room in a facility will maintain a certain temperature or that a system will perform under certain conditions or to certain specifications.

(ii) Inspection, maintenance, repair or replacement of piping, disconnect switches, circuit breakers, insulation, motor starting equipment and interconnecting power wiring, and non-maintainable components, e.g., castings, heat exchanger shells, duct work, boiler shell and

tubes, cabinets, boiler refractory material, main power service and electrical wiring, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items.

(iii) Repairs, service or replacement of parts made necessary as a result of Acts of God, or any other circumstances beyond the control of AOI including, but not limited to, a failure in a utility service needed for operation of the Equipment, burned out main or branch fuses, vandalism, insurrections, riots, strikes or other labor disputes, material shortages, embargoes, accidents, fire, explosions, war, deficiencies in other equipment and systems, failure by Customer to properly operate the Equipment, unauthorized alteration of the Equipment, and actions, recommendations, regulations or other requirements of insurance companies, federal, state, municipal or other government agencies or bodies or other similar authorities (collectively, the "Unusual Circumstances").

(iv) Structural alterations to the premises where the Equipment is installed as necessary for the performance of the obligations of AOI under this Agreement.

(v) Handling, removal or disposal of any materials classified as hazardous materials by any government or industry regulation, water treatment services, material and labor costs to replace refrigerant and other similar services not within the scope of the Services.

(b) Payment. Customer shall pay AOI invoices within net thirty (30) days of the invoice date. Past due payments will accrue interest at the rate of one and one-half percent (1½%) per month retroactive to the due date until paid in full. Customer shall pay all costs (including reasonable attorneys' fees) incurred by AOI in attempting to collect amounts due and otherwise enforcing the terms of this Agreement. Customer agrees to reimburse AOI at normal prevailing rates for any costs of labor, parts, materials and tools to perform services requested by Customer that are not included in the Services including, but not limited to, those specifically excluded under this Agreement or that arise from Customer's failure to comply its obligations under this Agreement. Customer shall pay any taxes required in connection with the provision of Services or materials provided under this Agreement including, but not limited to, federal excise taxes on refrigerants.

(c) Unusual Circumstances. AOI shall not be responsible for delay or failure to render services or deliver any equipment or parts, if such delay or failure is due to any Unusual Circumstances. In such event, this Agreement shall at the election of AOI (i) remain in effect, but the obligations of AOI shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer. In either event, Customer shall pay AOI for all Services performed and materials provided to the date of termination.

(d) Disclaimer of Warranties. AOI warrants that: (i) Customer will have good title to all materials and equipment supplied by AOI, free and clear of all liens; and (ii) all materials and equipment provided or installed by AOI will be new unless otherwise agreed to in writing by Customer. **EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE WARRANTY FOR LABOR FOR THE SERVICES IS THIRTY (30) DAYS FOLLOWING THE COMPLETION OF THE SERVICES, THE WARRANTY FOR MATERIALS AND EQUIPMENT IS A MANUFACTURER'S WARRANTY ONLY, AND NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR TRADE ARE MADE BY AOI.** AOI agrees to assign its rights under any manufacturer's warranties to Customer upon request.

(e) Indemnification. AOI and Customer shall indemnify and hold each other harmless from any and all costs, expenses, damages, judgments, penalties and amounts to be paid in settlement including, but not limited to, reasonable attorneys' fees, arising from any third party investigation, claim, demand or cause of action arising from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement; provided, however, neither party shall indemnify the other to the extent such liability is attributable to the negligence or misconduct of the other party. In the event both parties are at fault, the obligation to indemnify shall be proportional to their relative fault.

(f) Limitation of Liability. In no event shall AOI be liable for any indirect, special, incidental, consequential or punitive damages, losses or expenses including, but not limited to, loss of use, loss of profits, or loss of goodwill, even if Customer has been advised of the possibility of such loss or damage.

(g) Default. A default in the payment of any sums due under, or performance of any material obligation, warranty, covenant, or liability contained in, this Agreement, on the part of either party shall constitute a default by that party under this Agreement. Upon the occurrence of any nonpayment default, and at any time thereafter so long as such default continues, the non-defaulting party may provide written notice to the other party that it, in good faith, believes a default has occurred and describing the default. If the nonpayment default is not cured within thirty (30) days after receipt by the defaulting party of notice, or if payment is not made under the terms of this Agreement when due, then the non-defaulting party may, by giving notice to take effect immediately, be entitled to terminate this Agreement and/or may avail itself of any other legal remedies.

(h) Notices. Any and all notices required or permitted to be made under this Agreement shall be in writing, signed by the party giving such notice, and shall be delivered or sent by hand delivery, recognized overnight courier or registered or certified mail, postage fully prepaid and addressed to the recipient at its address appearing on the face of this Agreement or to such other address as a party may by proper notice designate, and shall be deemed given in the case of hand delivery upon delivery to the recipient's address, in the case of overnight courier one (1) day after deposit with such courier and in the case of mailing two (2) days after deposit in the mail.

(i) Entire Agreement. The terms and conditions contained in the Agreement and the Exhibits attached to this Agreement constitute the final, complete and exclusive statement of the contract between the AOI and Customer. No modifications or supplementation of the Agreement shall be effective unless specifically agreed to in writing, signed by both AOI and Customer. In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable valid, legal, and enforceable provision, which comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision. The failure of either party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act from having the effect of an original violation.

(j) Assignment and Delegation. This Agreement is assignable, and the performance of the duties set forth in the Agreement is delegable upon agreement of the AOI and Customer. This Agreement shall be binding upon, and shall inure to the benefit of, the AOI, Customer and their respective successors, legal representatives and permitted assigns.

(k) Governing Law. This Agreement will be governed by the laws of the State of North Carolina.

[SEPARATE SIGNATURE PAGE ATTACHED]

SEPARATE SIGNATURE PAGE
TO
AIR ONE INDUSTRIES, INC.
SERVICE AGREEMENT

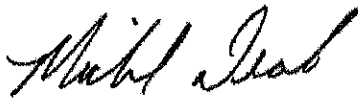
IN WITNESS WHEREOF, an authorized representative of each party has executed this Agreement as of the date set forth above.

AIR ONE INDUSTRIES, INC.

CUSTOMER

Company Name: Town of Lewisville – Mary Alice
Warren Community Center

By



Name: Michael D. Deal

Title: President / Partner

By: _____

Print: _____

Title: _____

DRAFT

**EXHIBIT A
EQUIPMENT LIST**

QTY	MANUFACTURER	MODEL NUMBER	SERIAL NUMBER
1	Carrier	24ACB724A310	4120E11946
1	Carrier	24ACB748A310	0521E23298
1	Carrier	24ACB736A310	0521E07699
1	Carrier	24ACB736A310	0321E21370
1	Carrier	24ACB7248A310	???????????
1	Carrier	24ACB748A310	0521E23290
1	Carrier	24ACB736A310	0421E03047
1	Carrier	24ACB748A310	0521E23282
1	Carrier	24ACB760A320	4120E14486
1	Carrier	24ACB760A320	0421E02042
1	Daiken	RX36NMVJUA	E003959
1	Carrier	CNPHP2417A	0621J01698
1	Carrier	CNPHP4821A	3120J12458
1	Carrier	CNPVP3617A	3620X48868
1	Carrier	CNPVP3617A	3620X48865
1	Carrier	CNPVP4821A	4920X69256
1	Carrier	CNPVP4821A	3820X22015
1	Carrier	CNPHP3617A	0221J07695
1	Carrier	CNPVP4821A	3820X21899
1	Carrier	CNPVP6024A	4920X65809
1	Carrier	CNPVP6024A	4920X66414

EXHIBIT B
SCOPE OF SERVICES

Maintenance Inspections:

- Labor necessary to perform One (1) cooling start-up inspection per year
- Labor necessary to perform One (1) heating start-up inspection per year
- Labor necessary to chemically clean condenser coils One (1) time per year
- Labor necessary to change filters One (1) times per year (filters furnished by Air One Industries)
- Materials and cleaning supplies used during the performance of inspections

Written reports will be provided to the Customer following each inspection and an emergency or repair call. A Refrigerant Management Report, certified by the EPA, will be kept to track usage. This EPA report is available to the Customer at any time. Other written reports will be furnished as outlined in the Maintenance Inspections Section above.

Service Tasking Procedures for package units:

1. Change air filters as specified.
2. Oil and grease all motors and fan bearings as required.
3. Inspect tightness of set screws on motor, fan sheaves and fan wheels.
4. Inspect all bearing mountings for tightness.
5. Inspect condition of fans, shafts and drives. Inspect for alignment and wear.
6. Inspect condition of evaporator pans and drains.
7. Inspect equipment for proper refrigerant and oil charge.
8. Inspect refrigerant circuit for expansion valve operation, super heat setting, refrigerant flood back erratic operation.
9. Inspect compressor suction and discharge pressures.
10. Inspect operation of compressor unloaders and hot gas by-pass systems if applicable.
11. Inspect condition of evaporator and condenser coils. Clean condenser coils annually.
12. Inspect and clean all electrical connections, contactors and fuses.
13. Inspect minimum outside air damper setting.
14. Inspect safety controls for proper operation.

ECONOMIZER SECTIONS if applicable

1. Inspect operation of dampers, linkages and actuators.
2. Inspect mixed air temperature.
3. Inspect and calibrate temperature sensor for enthalpy control.
4. Inspect safety controls for proper operation.

GAS HEATING SECTION if applicable

1. Inspect condition of heat exchanger.
2. Inspect condition of gas pilot assembly, gas valve and burners.
3. Inspect operation of ignition controls for proper sequence.
4. Inspect level of low and high fire.
5. Inspect operation of all safety controls.

ELECTRIC HEATING if applicable

1. Inspect all terminal blocks and electrical connections.
2. Inspect resistance of heater elements.
3. Inspect operation of all primary and secondary contactors and safety controls.
4. Inspect operation of heating sequence controllers.
5. Inspect safety controls for proper operation.

Service Tasking Procedures for air-cooled DX systems with remote condensing units: if applicable

1. Change air filters as specified.
2. Oil and grease all motors and fan bearings as required.
3. Inspect all belt drives for adjustment, belt tension and wear. Change belts as specified.
4. Inspect tightness of set screws on motor, fan sheaves and fan wheels.
5. Inspect condition of fans, shafts and drives. Inspect for alignment and wear.
6. Inspect condition of evaporator pans and drains.
7. Inspect equipment for proper refrigerant and oil charge.
8. Inspect liquid line sight glass.
9. Inspect compressor suction and discharge pressures.
10. Inspect refrigerant circuit for expansion valve operation, super heat setting, refrigerant flood back erratic operation.
11. Inspect operation of compressor unloaders and hot gas by-pass systems, if applicable.
12. Inspect operation of head pressure controls systems, if applicable.
13. Inspect condition of evaporator and condenser coils. Clean condenser coils annually.
14. Inspect and clean all electrical connections, contactors and fuses.
15. Inspect all thermostats.
16. Inspect operation of reversing valve.
17. Inspect safety controls for proper operation.

Fees for Other Services:

All other unscheduled service labor provided outside the scope of this Service Contract and during normal business hours of Monday – Friday, 8am - 5pm (except holidays), is billed at \$120.00 (plus NC Sales and Use Tax) per hour per technician. All other unscheduled service labor (including holidays) is considered overtime and is billed at time and a half per technician (plus NC Sales and Use Tax).



**RESOLUTION 2022-043 OF THE LEWISVILLE TOWN COUNCIL
AUTHORIZING MCCOY'S SERVICES, INC. STREET SWEEPING CONTRACT – CHANGE ORDER #1**

WHEREAS, McCoy's Services, Inc. was awarded the street sweeping contract for the Town of Lewisville; and,

WHEREAS, one additional street sweeping of the residential streets each spring is needed.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Lewisville Town Council approves and authorizes the Town Manager to execute Change Order #1 with McCoy's Services, Inc. for an additional spring residential street sweeping in the amount of \$4,650.00.

BE IT FURTHER RESOLVED that the effective date of this contract is July 1, 2022.

Adopted this the 9th day of June 2022.

Mike Horn, Mayor

ATTEST:

Dora Moore, Town Clerk

TOWN OF LEWISVILLE

Change Order Number: 01

Project: Street Sweeping
Contract – Street Sweeping

Contract date: July 1, 2020-
June 30, 2023

Contractor: McCoy’s Services, Inc.

Reason for Change Order: **One additional street sweeping of the residential streets to be performed in the spring of each year. See attached quote.**

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE IN THIS CONTRACT:

Fiscal 2022-2023

The original contract sum was (annually).....	\$23,746.00
Net Change by Previous Change Order(s).....	\$0.00
The Contract Sum Prior to this Change Order was (annually)	\$23,746.00
The Contract Sum will be increased by this Change Order	\$4,650.00
The new Contract Sum Including This Change Order Will be (annually)	\$28,396.00
The Contract time will increase by 0 days.	
The New Completion Date is: June 30, 2023	
The effective date of this change Order is July 1, 2022	

Accepted : McCoy’s Services, Inc.

By: _____

Date: _____

Approved: Town of Lewisville

By: _____

Date: _____

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

(Finance Officer)

McCoy's Services Inc.

356 Mr. Henry Rd.
Mocksville, NC 27028
336-492-2944

May 5, 2022

ESTIMATE

Town of Lewisville
6510 Shallowford Rd.
Lewisville, NC

RE: Curb Cleaning

Clean curbs for all streets documented in the contract for street sweeping.
The fee for each cleaning is \$4,650.00.

If you have any questions, please contact me at 336-345-1598.

Thank you,
Robbie McCoy



**ORDINANCE 2022-026 OF THE LEWISVILLE TOWN COUNCIL
AUTHORIZING THE ESTABLISHMENT AND MAINTENANCE OF THE
PARKS AND RECREATION CAPITAL RESERVE FUND**

WHEREAS, in 2022, the Lewisville Town Council adopted the *Lewisville Tomorrow Parks, Recreation & Cultural Plan* which aims to help the Town of Lewisville to better serve its residents through parks, open space, and recreation opportunities; and

WHEREAS, there is an interest by the Town of Lewisville to purchase land for future parks and/or to construct additional amenities and facilities for parks and recreation; and

WHEREAS, the Town must bear the cost of purchasing land and constructing additional amenities and facilities for parks and recreation at an estimated cost of \$1,500,000.

NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL THAT:

Section 1. The Lewisville Town Council hereby creates a Capital Reserve Fund for the purpose of purchasing land for parks and/or constructing amenities and facilities for parks and recreation.

Section 2. This fund will remain operational for a period not to exceed ten years (beginning July 1, 2022 and ending June 30, 2032) or until the capital reserve fund reaches a balance of \$1,500,000.

Section 3. The Lewisville Town Council will appropriate or transfer an amount of no less than \$400,000 each year from the General Fund to this fund.

Section 4. This ordinance shall become effective upon its adoption.

BE IT FURTHER RESOLVED that the effective date is July 1, 2022.

Adopted the 9th day of June, 2022 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk



**ORDINANCE 2022-027 OF THE LEWISVILLE TOWN COUNCIL
AMENDING THE GREAT WAGON ROAD ROW/CONSTRUCTION
CAPITAL RESERVE FUND**

WHEREAS, the Lewisville Town Council adopted Resolution 2005024 creating a capital reserve fund for the acquisition of right-of-way for the Great Wagon Road on April 7, 2005 and transferred from the General Fund \$277,000 with future transfers to be in the amount of \$200,000; and,

WHEREAS, the capital reserve fund was amended on May 5, 2005 to transfer \$150,000 each year beginning with FY 2005-2006 and transferred \$150,000 during FY 2005-2006 and transferred \$150,000 during FY 2006-2007; and,

WHEREAS, at its budget meeting on May 3, 2007 requested to amend the capital reserve fund transfer amount to \$100,000 for FY 2007-2008 budget appropriation and each year thereafter; and,

WHEREAS, the Great Wagon Road Capital Reserve Fund was corrected from a resolution to an ordinance; and,

WHEREAS, the establishing resolution was amended to Ordinance 2010028 on June 10, 2010; and,

WHEREAS, the following sections are corrected to read:

Section 2. The funds will remain operational for a period not to exceed ten years, (beginning July 1, 2004 and ending June 30, 2017) or until a cumulative sum not to exceed one million, three hundred and eighty six thousand (\$1,386,000) has been received.

Section 3. The Lewisville Town Council will appropriate or transfer an amount of \$277,000 in FY 2004-2005, \$150,000 in FY 2005-2006, \$150,000 in FY 2006-2007, \$100,000 in FY 2007-2008, \$100,000 in FY 2008-2009, \$0 in FY 2009-2010, \$0 in FY 2010-2011, \$100,000 in FY 2011-2012, \$100,000 in FY 2012-2013 and will appropriate a transfer no less than \$100,000 each year from the General Fund to this Fund until FY 2016-2017 when the final amount of \$9,000 will be transferred, except for the transfer for FY 2009-2010 and FY 2010-2011 being suspended.

Section 4. Also this was amended in April 2009 (FY 2008-2009) to transfer \$800,000 to the Great Wagon Road Capital Project Fund.

Section 5. The Town will transfer \$50,000 to the Great Wagon Road Capital Projects ROW Fund during FY 2011-2012 to complete funding for grant construction design and survey costs and in

December 2011 (FY 2011-2012) also transferred \$18,000 to the Great Wagon Road Capital Project.

Section 6. Due to a need to increase funding for the STP-DA Capital Project GWR/ROW/Construction Project, the Town will transfer \$99,000 from the Great Wagon Road ROW/Construction Capital Reserve Fund into the Great Wagon Road ROW/Construction Capital Project.

WHEREAS, Town Council transferred \$100,000 for FY 2012-2013, 2013-2014 and 2014-2015 to the Great Wagon Road Capital Reserve Fund from the General Fund; and,

WHEREAS, the Town Council at its meeting on June 13, 2013, amended the Great Wagon Road ROW Capital Reserve Fund to Great Wagon Road ROW/Construction Capital Reserve Fund; and

WHEREAS, the Town Council at its meeting on June 12, 2014, amended the Great Wagon Road ROW/Construction Capital Reserve Fund; and,

WHEREAS, on November 6, 2014, the Lewisville Town Council amended Ordinance 2014063 Section 3 to read: The Lewisville Town Council will appropriate or transfer an amount of \$277,000 in FY 2004-2005, \$150,000 in FY 2005-2006, \$150,000 in FY 2006-2007, \$100,000 in FY 2007-2008, \$100,000 in FY 2008-2009, \$100,000 in FY 2011-2012, \$100,000 in FY 2012-2013, \$100,000 in FY 2013-2014, \$100,000 in FY 2014-2015 and will appropriate a transfer no less than \$100,000 each year from the General Fund to this Fund until FY 2017-2018 when the final amount of \$9,000 will be transferred, except for the transfer for FY 2009-2010 and FY 2010-2011 being suspended; and,

WHEREAS, at the Town Council briefing meeting on Mya 5, 2016, the Lewisville Town Council requested the Capital Reserve Fund be amended as follows:

Section 2. The fund will remain operational for a period not to exceed ten years, (beginning July 1, 2004 and ending June 30, 2017) or until a cumulative sum not to exceed one million, three hundred and eighty six thousand (\$1,386,000) has been received. The ordinance is amended to remain operational for an additional period of ten (10) years beginning July 1, 2016 and ending June 30, 2026 or until the fund reaches a balance of one million five hundred thousand dollars (\$1,500,000).

Section 3. The Lewisville Town Council will appropriate or transfer an amount of \$277,000 in FY 2004-2005, \$150,000 in FY 2005-2006, \$150,000 in FY 2006-2007, \$100,000 in FY 2007-2008, \$100,000 in FY 2008-2009, \$100,000 in FY 2011-2012, \$100,000 in FY 2012-2013, \$100,000 in FY 2013-2014, \$100,000 in FY 2014-2015 and will appropriate a transfer no less than \$100,000 each year from the General Fund to this Fund until FY 2017-2018 when the final amount of \$9,000 will be transferred, except for the transfer for FY 2009-2010 and FY 2010-2011 being suspended. The Lewisville Town Council will appropriate or transfer an amount of \$125,000 in FY 2016-2017.

WHEREAS, at its meeting on August 9, 2018, the Lewisville Town Council amended Section 2 of this ordinance, effective with the FY 2018-2019 budget to appropriate or transfer an amount of no less than \$115,000 each fiscal year from the General Fund to the Capital Reserve Fund to June 30, 2026 or until the fund reaches a balance of \$1,500,000; and,

WHEREAS, during discussions for FY 2020-2021 budget, Council determined there would be no transfers to this capital reserve fund; and,

WHEREAS, the GWR ROW/Construction Capital Reserve Fund was amended for FY 2020-2021 to be resumed during FY 2021-2022; and,

WHEREAS, during discussions for the FY 2022-2023 budget, Town Council determined there would be no transfers to this capital reserve from the General Fund.

NOW, THEREFORE, BE IT ORDAINED BY THE LEWISVILLE TOWN COUNCIL that the GWR ROW/Construction Capital Reserve Fund is amended for FY 2022-2023 to suspend funding for FY 2022-2023 to be resumed during FY 2023-2024.

BE IT FURTHER RESOLVED that the effective date is July 1, 2022.

Adopted the 9th day of June, 2022 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk



**ORDINANCE 2022-028 OF THE LEWISVILLE TOWN COUNCIL
AMENDING THE MUNICIPAL BUILDINGS AND LAND
CAPITAL RESERVE FUND**

WHEREAS, the Town of Lewisville established a Municipal Building Capital Reserve Fund by Resolution 2006035 for the purpose of constructing the municipal building; and,

WHEREAS, this fund will remain operational for a period not to exceed ten years (beginning July 1, 2006 and ending June 30, 2016) or until a cumulative sum not to exceed \$1,500,000 has been received; and,

WHEREAS, the Lewisville Town Council will appropriate or transfer an amount no less than \$150,000 each year from the General Fund to this fund; and,

WHEREAS, a transfer was made from the General Fund in the amount of \$150,000 during FY 2006-007 and \$150,000 during FY 2007-2008; and,

WHEREAS, Resolution 2006035 was corrected and suspended for FY 2008-2009 to Ordinance 20060048 on June 4, 2009; and,

WHEREAS, the Town Council authorized the transfer of \$130,000 of the accumulated funds to the Capital Projects Municipal Building Fund for FY 2008-2009 by Ordinance 2008021; and,

WHEREAS, the Town Council met on June 4, 2009 and determined that this fund may be used for other municipal buildings in the future; and,

WHEREAS, Ordinance 2009023 amended the Municipal Building Capital Reserve Fund to Municipal Buildings Capital Reserve Fund; and,

WHEREAS, Town Council, upon review of proposed budget for FY 2009-2010, suspended the annual transfer of \$150,000 from the General Fund to this fund during FY 2009-2010; and,

WHEREAS, Town Council met on February 13, 2010 and determined that this fund may be used for land in addition to future municipal buildings and transferred \$30,253 to Capital Project Municipal Buildings/Town Hall during FY 2009-2010; and,

WHEREAS, Section 1 has been amended to read, "The Lewisville Town Council hereby creates a Capital Reserve Fund for the purpose of purchasing land and constructing municipal buildings."; and,

WHEREAS, Town Council, upon review of the proposed budget for FY 2010-2011, suspended the annual transfer of \$150,000 from the General Fund to this fund during FY 2010-2011 and transferred \$6,300.29 to Capital Projects Municipal Building/Town Hall; and,

WHEREAS, Town Council has approved a transfer to the Capital Projects Fund Maintenance Facility Jack Warren Park for construction of the facility in the amount of \$55,000 for FY 2011-2012; and,

WHEREAS, Town Council, upon review of the proposed budget for FY 2011-2012, transferred \$100,000 for FY 2011-2012 to Municipal Buildings and Land Capital Reserve Fund from the General Fund for FY 2011-2012; and,

WHEREAS, Town Council, upon review of the proposed budget for FY 2012-2013, transferred \$100,000 for FY 2012-2013 to the Municipal Buildings and Land Capital Reserve Fund from the General Fund for FY 2012-2013; and,

WHEREAS, Town Council, upon review of the proposed budget for FY 2013-2014, transferred \$100,000 for FY 2013-2014 to the Municipal Buildings and Land Capital Reserve Fund from the General Fund for FY 2013-2014; and,

WHEREAS, on June 12, 2014, the Lewisville Town Council amended Ordinance 2006048 to read:

Section 3. The Lewisville Town Council will appropriate or transfer an amount of no less than \$100,000 from the General Fund to this fund for FY 2014-2015; and,

WHEREAS, Town Council upon review of the proposed budget for FY 2015-2016 transferred \$100,000 from the General Fund to this fund; and,

WHEREAS, at its meeting on May 5, 2016, upon review of the this fund, Council directed Ordinance 2006048 to be amended; and

WHEREAS, at its meeting on May 12, 2016, Town Council amended Sections 2 and 3 as follows:

Section 2. This fund will remain operational for a period not to exceed ten years (beginning July 1, 2006 and ending June 30, 2016) or until a cumulative sum not to exceed \$1,500,000 has been received. This ordinance is amended to remain operational for an additional period of ten (10) years beginning July 1, 2016 and ending June 30, 2026 or until the fund reaches a balance of one million five hundred thousand dollars (\$1,500,000).

Section 3. The Lewisville Town Council will appropriate or transfer an amount of no less than \$100,000 from the General Fund to this fund for FY 2016-2017; and,

WHEREAS, on August 9, 2018, Section 2 of Ordinance 2006048 was amended as follows:

Effective with FY 2017-2018, the ordinance is amended to appropriate or transfer an amount of no less than \$170,000 each fiscal year from the General Fund to the Capital Reserve Fund to June 30, 2026 or until the fund reaches a balance of \$1,500,000.

WHEREAS, on July 9, 2020, Section 3 of Ordinance 2006048 was amended as follows:

- Amendment 1. The Town Council, at its meeting on April 15, 2019, transferred funds in the amount of \$16,000 to the Community Center Capital Project Fund.
- Amendment 2. The Town Council, at its meeting on October 10, 2019, transferred funds in the amount of \$379,000 to the Community Center Capital Projects Fund.
- Amendment 3. The Town Council, at its meeting on November 7, 2019, transferred funds in the amount of \$28,200 to the Community Center Capital Projects Fund.

WHEREAS, on June 14, 2021, Section 3 of Ordinance 2006048 was amended as follows:

- Amendment 1. The Town Council, at its meeting on August 13, 2020, transferred funds in the amount of \$997,788 to the Community Center Capital Project Fund.
- Amendment 2. The Town Council, at its meeting on June 14, 2021, transferred funds in the amount of \$170,000 from the Municipal Storm Water Capital Reserve Fund to this fund.
- Amendment 3. During discussion for FY 2021-2022 budget, Council determined there would be no transfers to this capital reserve from the General Fund. The Municipal Buildings and Land Capital Reserve Fund was amended for FY 2021-2022 to suspend funding for FY 2021-2022 to be resumed during FY 2022-2023.

NOW, THEREFORE, BE IT ORDAINED BY THE LEWISVILLE TOWN COUNCIL that Section 3 of Ordinance 20060048 is amended as follows:

- Amendment 1. During discussions for FY 2022-2023 budget, Council determined there would be no transfers to this capital reserve from the General Fund. The Municipal Buildings and Land Capital Reserve Fund is amended for FY 2022-2023 to suspend funding for FY 2022-2023 to be resumed during FY 2023-2024.

Adopted the 9th day of June, 2022 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk



**ORDINANCE 2022-030 OF THE LEWISVILLE TOWN COUNCIL
AMENDING CHAPTER 16 OF THE LEWISVILLE TOWN CODE FOR
PARKS, RECREATION AND CULTURAL DEVELOPMENT**

WHEREAS, the Lewisville Town Council adopted Ordinance 2007006 enacting a code of ordinances which revised, amended, restated, codified and compiled existing ordinances on March 8, 2007 with the understanding that chapters will need to be updated; and,

WHEREAS, changes in the status of Town facilities necessitate amendments to the Parks, Recreation and Cultural Development policies; and,

WHEREAS, Town Code Chapter 16 is being updated to address the prohibited use of glitter and confetti and moving of patio furniture at the Mary Alice Warren Community Center as indicated in the attached redlined version.

NOW, THEREFORE BE IT ORDAINED BY THE LEWISVILLE TOWN COUNCIL that Chapter 16 Article 2-18 of the Lewisville Town Code is amended as noted. It is the intent of the Lewisville Town Council that the provisions of this ordinance shall be made a part of the Town of Lewisville Town Code; the sections of this ordinance may be re-numbered or re-lettered; and, the word 'ordinance' may be changed to 'section', 'article', 'chapter' or other appropriate designation to accomplish such intention as needed.

Adopted and enacted this the 9th day of June 2022 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

§ 16-18 MARY ALICE WARREN COMMUNITY CENTER OPERATING POLICIES.

A. *Mission statement.* To nurture a sense of community belonging by providing facilities, programs, educational classes, activities and events primarily designed to enhance the lives of Lewisville and neighboring area residents and their families.

B. *General policy statement.* The Town of Lewisville desires that community recreational facilities be used for the benefit of its residents, the enjoyment of family-oriented activities, and the enrichment of the town's culture.

C. *Basic policy.* Use of the Mary Alice Warren Community Center is a practical and beneficial asset to the town. In order to establish authorization and fees for use of this public facility, the Town Council directs the Town Manager to maintain standard policies and procedures designed to accommodate fair consideration of all requests for use of the facility.

D. *Non-discrimination policy.* These facilities are available to all persons without discrimination on the basis of race, national origin, sex, religion, age, or disability.

E. *User fees.* Fees for renting the Mary Alice Warren Community Center are set annually in the budget. Fees are required upon application submission. If the Mary Alice Warren Community Center requires janitorial service or repair work attributable to the user's abuse, the cleaning deposit will be forfeited. If damage exceeds the deposit, additional costs will be incurred by the renter/user.

F. *User fees for exempted users.* Nonprofit organizations and government organizations as listed in § 16-14(J) are exempt from the payment of deposits. Cleaning and damage fees are not exempt. If the facility is left unclean or damaged, the organization will be assessed a cost. Fees to utilize the Mary Alice Warren Community Center by nonprofit and government organizations on the exempt user list in § 16-14(J) are as follows:

1. One room is free when reserved Monday-Thursday.
 - a. An additional room can be reserved at half price.
 - b. The kitchen is not considered an additional room.
2. Friday, Saturday and Sunday rental fees are at half price.

G. *Contracts.* All users of the Mary Alice Warren Community Center are required to execute the town's standard application/agreement prior to their use of the Center. The agreement includes an indemnity holding the town harmless from any and all liability caused by the user's negligence during their use of the facility. Some groups may be required to provide proof of liability insurance as determined, on a case by case basis, by the Town Manager or designee. No sub-contracting is allowed.

H. *Priority of use.* The Town of Lewisville will have the first opportunity, at the beginning of each fiscal/calendar year, to reserve the Mary Alice Warren Community Center for its programs. Users can reserve the facility, based on availability, on a first come, first served basis. The town reserves the right to suspend usage for maintenance.

I. *Reservations.* Those desiring use of the Mary Alice Warren Community Center must fill out an application and submit it, with appropriate fees, to an official at Town Hall. Reservation dates and times may be changed by renters/users prior to the event, subject to availability. Refunds will be given according to the Cancellation Policy.

1. If reservations are made by an organization, all fees must be paid by the organization and a responsible party named. Refunds will be refunded to the organization.
2. If reservations are made by an individual, all fees must be paid by that individual and that individual is the responsible party. Refunds will be refunded to that individual.
3. Reservations must be made 14 days or more prior to the requested date.
4. All fees and refundable deposits associated with the rental of a town facility must be paid in full within 14 calendar days of receipt of the invoice. No payment plans will be accepted. If payment is not received after the 14-day period, the Town reserves the right to cancel the reservation without notice.

J. *Recurring use.*

1. Authorized program directors requiring recurring use may submit a request to the scheduling office (Town Hall Office Manager/Events Coordinator) stating the need for a recurring reservation and 3 choices of meeting days and times. The Town Manager or designee may approve recurring requests after considering the impact on the previously approved uses and future potential needs. Recurring uses may be approved for up to 1 year and may be renewed annually. The regular request and approval cycle is as follows:

Requests submitted/received	June or November
Recurring use schedule approved	July or December
Recurring use schedule effective	August 1 through July 31, or January 11 through December 31

2. Out of cycle requests may be submitted at any time; however, other pre-approved uses will not be altered to accommodate the out of cycle requests.

K. *Mary Alice Warren Community Center rules.*

1. Mary Alice Warren Community Center patrons will be responsible for properly disposing of their trash in the outside trash receptacles and replacing liners in the inside trash receptacles.

2. Mary Alice Warren Community Center patrons will be responsible for properly disposing of their recyclable material in the bins provided.

3. Possession of controlled substances is strictly forbidden and consumption of all alcoholic beverage is strictly prohibited unless any required ABC permit has been obtained and prior authorization received from the town. A copy of the ABC permit must be provided to the town at least 30 days prior to the date of rental. The requirements of all ABC rules and regulations and state laws regarding possession and distribution of alcoholic beverages must be met. (See the town's Alcohol Beverage Policy.)

4.
 - a. Music that disturbs neighboring property owners and/or residents is prohibited.
 - b. All music must end at 10:00 p.m.

5. No vending is allowed unless authorized by the Town Manager or designee.

6. Fees may not be charged to enter the facility.
7. Solicitation of other patrons (not participating in the user's activities) is prohibited.
8. Users are expected to be aware of and to obey all other appropriate and applicable laws concerning public conduct and safety during their use of the Mary Alice Warren Community Center.
9. Offensive behavior or excessive noise that is a nuisance to other users in the facility or surrounding neighbors is prohibited.
10. Maximum occupancy for:
 - a. Shallow Ford Room is on the room seating chart.
 - b. Lewisville Room is on the room seating chart.
 - c. Vienna Room is on the room seating chart.
 - d. Shallow Ford and Lewisville Rooms are on the room seating chart.
 - e. Shallow Ford, Lewisville and Vienna Rooms are on the room seating chart.
 - f. Magnolia Activity Room is on the room seating chart.
 - g. Great Wagon Conference/Meeting Room is on the room seating chart.
11. Tables and/or chairs are not to be removed from the building.
12. Tables should be covered for any usage.
13. Only battery operated candles are allowed.
14. Floor cleaning materials are in the storage room and spills should be cleaned promptly.
15. Trash can liners are also in the storage room. All trash is to be placed in can liners and the liners removed and placed in the outside receptacles.
16.
 - a. Upon entry, building anomalies should be immediately reported to Town Hall. (8:00 a.m. - 5:00 p.m., Monday - Friday, (336) 945-5558, and weekends see numbers listed on rental application.
 - b. Provide a photo if possible.
17. Use of latex balloons is prohibited.
18. Please relay Mary Alice Warren Community Center rules to all participants.
19. Do not prop open outside doors. The building is heated and air conditioned. This puts an unnecessary burden on the heating/cooling system and will cause the system to fail.
20. Do not apply tape or adhesive to walls or ceiling tiles.
21. Do not drive anything such as nails or screws into walls.

22. Do not interfere/interrupt other users unless you are scheduled for use of that space at that time.

23. Entrance key codes are to remain confidential and should not be given to unauthorized users.

24. Guns and other weapons are prohibited.

25. Smoking is prohibited on the Mary Alice Warren Community Center property.

26. Fireworks, pyrotechnics and sparklers are prohibited.

27. Metal detectors and motorized hobby equipment are prohibited.

28. Glass containers are prohibited.

29. Do not move patio furniture into the building.

30. Glitter and confetti are prohibited.

L. *Enforcement of violations.* Violation of Mary Alice Warren Community Center rules or abuse of property can result in expulsion with denial of future use and reservation privileges and assessments of costs to clean or repair damages. Rules and regulations are subject to the interpretation of and enforcement by designated town officials and the Forsyth County Sheriff's Department. Appeals may be brought before the Lewisville Parks, Recreation and Cultural Development Board. Appeals will be accepted up to 30 days following the event, must be in writing and must be submitted to the Town Clerk.

M. *Cancellation policy.*

30 days prior to event	Full refund (including cleaning deposit)
15 days to 29 days prior	
Resident	50% of base rental fee
Non-resident	Forfeit surcharge
14 days or less prior	Forfeit all fees paid

N. *Commercial use policy.* Renters/users to conduct commercial use is prohibited.

O. User/renters of large events are required to provide a certificate of insurance naming the town as an additional insured unless the organization falls under the umbrella of a national or local charitable organization recognized by the Internal Revenue Service under its § 501(c)(3) or § 501(c)(8) Code. (Ord. 2021051, passed 09-09-2021; Ord. 2022-039, passed 05-12-2022)



**ORDINANCE 2022-031 OF THE LEWISVILLE TOWN COUNCIL
ORDER TO COLLECT 2022 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 2022 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 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 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, 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 _____, 2022.

ATTEST:

Mike Horn, Mayor, Town of Lewisville

Dora K. Moore, Town Clerk



**ORDINANCE 2022-032 OF THE LEWISVILLE TOWN COUNCIL
ORDER TO COLLECT 2021 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 2021 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 2013 through 2021 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 2013 through 2021 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 2018 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 2018 and prior years.

WITNESS my hand and official seal, this the _____ day of _____, 2022.

ATTEST:

Mike Horn, Mayor, Town of Lewisville

Dora K. Moore, Town Clerk



**RESOLUTION 2022-044 OF THE LEWISVILLE TOWN COUNCIL
AMENDING COMMUNITY POLICING CONTRACT WITH FORSYTH COUNTY SHERIFF'S OFFICE**

WHEREAS, Town of Lewisville utilizes deputies employed by the Forsyth County Sheriff's Office; and,

WHEREAS, an additional deputy is requested for the Town of Lewisville increasing the Community Policing program to seven (7) deputies consisting of one (1) sergeant and six (6) deputies; and,

WHEREAS, the Community Policing contract is from July 1, 2020 to June 30, 2023.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Lewisville Town Council approves and authorizes the amended Community Policing contract with Forsyth County on behalf of the Forsyth County Sheriff's Office and authorizes the Town Manager to execute the amended contract for an estimated \$7,150.

BE IT FURTHER RESOLVED that the effective date of this contract is July 1, 2022.

Adopted this the 9th day of June 2022.

Mike Horn, Mayor

ATTEST:

Dora Moore, Town Clerk

NORTH CAROLINA

AMENDMENT TO AGREEMENT

FORSYTH COUNTY

THE AGREEMENT, made and effective on July 1, 2020, by and between Forsyth County, North Carolina (the "County") on behalf of the Forsyth County Sheriff's Office (the "Sheriff's Office"), and the Town of Lewisville (the "The Town"), is hereby amended, effective July 1, 2022, by the County and The Town as follows:

Exhibit A is hereby deleted, and the following shall be added:

EXHIBIT A

ASSIGNED DEPUTIES

OCA	OCA Description	Pos#	Position Title	Wrk Wk	Yrly Hrs
151012	Lewisville	1121	Deputy Sheriff I	42.88	2,229.76
151012	Lewisville	1237	Deputy Sheriff I	42.88	2,229.76
151012	Lewisville	8168	Sergeant	42.50	2,210.00
151012	Lewisville	9528	Deputy Sheriff II	42.50	2,210.00
151012	Lewisville	9559	Deputy Sheriff I	42.88	2,229.76
151012	Lewisville	9560	Deputy Sheriff I	42.88	2,229.76
151012	Lewisville	TBD	Deputy Sheriff I	42.88	2,229.76
Total Count		7			

Exhibit D, attached hereto, is incorporated herein by reference.

Except as herein amended, the Original Agreement incorporated herein by reference remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: _____
Bobby F. Kimbrough, Jr, Sheriff

Date: _____

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

TOWN OF LEWISVILLE

(SEAL)

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT D
TOWN OF LEWISVILLE
COSTS FY 2022-2023

DIRECT COSTS	Total for FY 2022-2023	Payable by County of Forsyth	Payable by FCSO	Payable by Lewisville
Salary (1 Sgt. and 6 Deputies)	\$ 370,240	\$ 21,180	\$ -	\$ 349,060
Overtime (Training Related)	\$ 8,070	\$ -	\$ -	\$ 8,070
Standard Fringe Benefits	\$ 163,440	\$ 11,690	\$ -	\$ 151,750
Separation Allowance	\$ 32,160	\$ 1,800	\$ -	\$ 30,360
Law Enforcement 401(k)	\$ 18,920	\$ 1,060	\$ -	\$ 17,860
OPEB	\$ 5,380	\$ -	\$ -	\$ 5,380
Teleprocessing/On-line services	\$ 16,960	\$ -	\$ -	\$ 16,960
Insurance Premiums	\$ 3,150	\$ -	\$ -	\$ 3,150
Training & Conference	\$ 5,410	\$ -	\$ -	\$ 5,410
Office Supplies	\$ 200	\$ -	\$ -	\$ 200
Small Equipment/Equip. Repair	\$ 2,820	\$ -	\$ -	\$ 2,820
Uniforms	\$ 3,300	\$ -	\$ -	\$ 3,300
Books, Subscriptions & Media	\$ 300	\$ -	\$ -	\$ 300
Operating Supplies	\$ 1,940	\$ -	\$ -	\$ 1,940
Claims	\$ 9,400	\$ -	\$ -	\$ 9,400
Memberships & Dues	\$ -	\$ -	\$ -	\$ -
Emergency Vehicles	\$ 26,780	\$ -	\$ 26,780	\$ -
Capital Equipment	\$ 34,000	\$ -	\$ 34,000	\$ -
Total Direct Costs	\$ 702,470	\$ 35,730	\$ 60,780	\$ 605,960
INDIRECT COSTS	Total Indirect Costs	Payable by County of Forsyth	Payable by FCSO	Payable by Lewisville
Fleet Operating - 7 VEHICLES ~152,710 miles @ \$0.30)	\$ 45,770	\$ -	\$ -	\$ 45,770
Fleet Capital Recovery - 6 vehicles (Est. \$26,780 base vehicle; \$15,472 standard equipment; 5 yr life, and; \$4,000 surplus value)	\$ 45,910	\$ -	\$ -	\$ 45,910
Total Indirect Costs	\$ 91,680	\$ -	\$ -	\$ 91,680
ADMINISTRATIVE COSTS	Total Admin Costs	Payable by County of Forsyth	Payable by FCSO	Payable by Lewisville
FCSO Administrative Fee	\$ 38,780	\$ -	\$ -	\$ 38,780
TOTAL ANNUAL COST	\$ 832,930	\$ 35,730	\$ 60,780	\$ 736,420

1- County's mini-COPs funding ends 6/30/2024 for new deputy position added 7/1/2022.
2- Increases to 7 after purchase (FCSO covering initial purchase)

06/07/2022

**HENRY M (HANK) CHILTON PAVILION AT SHALLOWFORD SQUARE
SCHEDULE OF EVENTS**

1

<u>DATE</u>		<u>TIME</u>	<u>FACILITY</u>	<u>ORGANIZATION AND/OR CONTACT NAME AND PHONE NUMBER</u>		
06/09/2022	Thursday	1000	4 5TH GRADE GRADUATION - END OF YEAR PARTY	LEWISVILLE ELEM	FOSTER	469-2852
06/25/2022	Saturday	0800	4 STREET PARTY/FOOD TRUCK FESTIVAL BAND OF OZ	TOWN OF LEWISVILLE	HOWARD	945-5558
06/26/2022	Sunday	0800	4 CLEAN UP FROM STREET PARTY	TOWN OF LEWISVILLE	HOWARD	945-5558
07/02/2022	Saturday	0800	4 CONCERT JULY 4TH TRIBUTE	TOWN OF LEWISVILLE	HOWARD	945-5558
07/16/2022	Saturday	0001	4 CONCERT Kids in America-80s Tribute	TOWN OF LEWISVILLE	HOWARD	945-5558
08/06/2022	Saturday	0001	4 CONCERT British Invaders	TOWN OF LEWISVILLE	HOWARD	945-5558
08/27/2022	Saturday	0001	4 CONCERT Bon Jovi Tribute Band	TOWN OF LEWISVILLE	HOWARD	945-5558

4 = HENRY M (HANK) CHILTON PAVILION @ SHALLOWFORD SQUARE