

Lewisville Town Council
Briefing and Action Meeting Agenda
August 4, 2022 – 6:30 PM
Lewisville Town Hall 2nd Floor Conference Room
6510 Shallowford Road

- 1. Call to Order:**
 - A. Roll Call
 - B. Adoption of Agenda

- 2. Closed Session - NCGS 143-318.11(a)(3)**

- 3. Introductions, Recognitions and Presentations for August 4, 2022**

- 4. Items Requiring Council Direction:**
 - A. Council and staff fall social event
 - B. Mary Alice Warren Community Center facility fees and usage rules
 - C. Council Retreat Prioritizations
 - i. Look at current facility uses, potential reuse of current facilities, and future facility needs
 - ii. Look at land acquisition in relation to the PARC and Comprehensive plans

- 5. Items Requiring Action at Briefing:**
 - A. Ordinance 2022-043 – Budget amendment to remove and grind stump of dead maple tree on Fred Moser lot - \$1,600 ([Attachment #1](#))
 - B. Resolution 2022-050 Contract with Russell Construction Company - \$13,400 ([Attachment #2](#))

- 6. Unfinished Business – None**

- 7. Administrative Reports:**
 - A. Manager
 - i. Gateway project update
 1. August 9 – pre-bid meeting (non-mandatory)
 - ii. Events Update
 1. 80s Tribute – July 16
 2. Tom & Jerry movie – July 23
 - B. Attorney
 - C. Public Works
 - D. Planning
 - E. Finance
 - F. Clerk
 - i. Ethics Training – On-demand to be completed by October 31, 2022
 - ii. Summer Student Leadership – August 16
 - G. Community Center Facilities & Programming Manager

- 8. Agenda Items for Regular Meeting on August 11, 2022**
 - A. Tentative Agenda
 - i. Consent Agenda
 1. Resolution 2022-049 – Financial statements for the year ended June 30, 2022 – PRELIMINARY AND UNAUDITED ([Attachment #3](#))
 2. Approval of Agenda Briefing Minutes – July 7, 2022 ([Attachment #4](#))
 3. Approval of Closed Session Minutes – July 7, 2022
 4. Approval of Regular Meeting Minutes – July 14, 2022 ([Attachment #5](#))
 5. Approval of Closed Session Minutes – July 14, 2022

- ii. Introductions, Recognitions, Presentations and/or Proclamations
 - 1. Presentations
 - a. Sheriff's Office
 - i. Introduction of Officer Blaze Burns
 - iii. Appointment(s)
 - 1. Appointment Order 2022-007 – Roy Henry Fansler, Jr. – Environmental, Conservation and Sustainability Committee ([Attachment #6](#))
 - iv. Public Hearings
 - 1. UDO L-167 Lewisville Rural Overlay
 - a. Ordinance 2022-029 – UDO L-167 Lewisville Rural Overlay
 - v. Technical Review(s)
 - vi. Preliminary Site Plan Approvals
 - vii. Evidentiary Hearings
 - viii. Old Business
 - ix. New Business
 - 1. Resolution 2022-048 – Holiday decorations contract - \$14,720 ([Attachment #7](#))
 - 2. Resolution 2022-051 – Storm sewer mapping contract - \$58,200 ([Attachment #8](#))
- B. Approval of Tentative Agenda for regular meeting on August 11, 2022

9. For the Good of the Order

- A. Manager search update

10. Adjournment



TOWN OF LEWISVILLE
Budget Amendment Ordinance 2022-043
Amending Budget Ordinance 2022001

FINANCE DEPARTMENT USE ONLY
Budget Amendment # 5
Pam Orrell, Finance Officer

Table with 6 columns: CODE, ACCOUNT DESCRIPTION, AMOUNT, CODE, ACCOUNT DESCRIPTION, AMOUNT. It shows a transfer of 1,600.00 from Administration - Contracted Services to General Fund - Fund Balance Appropriated.

EXPLANATION: To remove and grind the stump of the dead maple tree on the Fred Moser lot.

RECOMMENDED BY: Pam Orrell, Town Finance Officer

Approved and effective upon adoption this the 4th day of August 2022 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk



**RESOLUTION 2022-050 OF THE LEWISVILLE TOWN COUNCIL
AUTHORIZING CONTRACT WITH RUSSELL CONSTRUCTION COMPANY**

WHEREAS, Russell Construction Company has been selected to provide work as noted:

- 320 Brookside Drive – Erosion Improvements to repair washed side ditch - \$4,800
- 345 Brookside Drive – Rock stabilization on shoulder - \$2,600
- 3091 Rainbow Avenue – Clearing/grading side ditch - \$6,000

NOW, THEREFORE BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Interim Town Manager is authorized to sign a contract with Russell Construction Company for work as noted for an amount not to exceed \$13,400.

Adopted this the 4th day of August 2022 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

RUSSELL CONSTRUCTION CO.
GRADING, DEMOLITION, UTILITIES, EROSION CONTROL

ALBERT B. RUSSELL P.E
President

P.O. BOX 97
Advance, NC 27006
(336) 998-5375 (office)

August 1, 2022

Ryan Moser
Town of Lewisville
PO Box 547
Lewisville, NC 27023

RE: 320 Brookside Drive
Erosion Improvements (Repair Washed Side Ditch)

Dear Ryan,

We propose to furnish all the necessary materials, equipment, supervision, and labor to complete the following work as outlined below:

CLEARING: Clear small trees and undergrowth to grade typical section for proposed side ditch repair, and legally dispose off site. **(\$700.00)**

GRADING: Install necessary fill dirt to create proposed side ditch. Grade ditch to standard. **(\$2,400.00)**

SEED/MAT: Seed disturbed areas to NCDOT standards. Install 15' wide double net straw matting. Install 2 (each) straw logs. **(\$1,700.00)**

TOTAL QUOTE: \$4,800.00

Respectfully submitted,

Albert B. Russell, PE
President
Russell Construction Co.

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

AGREEMENT

320 Brookside Drive – Erosion Improvements (Repair Washed Side Ditch)

Contractor Name/Address/Phone/Email

Russell Construction Company
Al Russell
P.O. Box 97
Advance, NC 27006
336-998-5375

This agreement is entered into this 4th day of August, 2022 by and between Russell Construction Company (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, Russell Construction Company, shall furnish the necessary materials, equipment, supervision, and labor to complete the work as outlined in the attached quote which is attached to and made a part of this Agreement.**

2. Specifications

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

3. Time of Commencement and Completion

Contractor shall commence the work required in this Agreement as soon as possible, and the Contractor shall complete entire work no later than September 15, 2022. 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 **\$4,800** to be paid within 30 days from receipt of the invoice. The Town shall pay the Contractor's invoices at the times set forth in this Agreement unless a bona fide dispute exists between the Town and the Contractor concerning the accuracy of said invoice, the services covered thereby, or the performance of Contractor's obligations under this Agreement.

5. **Indemnification**

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

6. **Applicability of Laws and Regulations**

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

7. **E-Verify Compliance**

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

8. **Independent Contractor**

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

9. **Anti-Human Trafficking**

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

10. **Quality and Workmanship**

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

11. Insurance

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

- a. Workers' Compensation Insurance at or above the Statutory Minimum.
- b. Employer's Liability Insurance in the minimum amount of \$500,000.
- c. General Liability Insurance in the minimum amount of \$1,000,000.
- d. Automobile Insurance in the minimum amount of \$1,000,000.

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

12. Pre-Project Safety Review Meeting

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

13. Default

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

14. Termination for Convenience

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

15. Delay Beyond the Control of the Parties

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

16. Nonwaiver for Breach

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

such breach or non-performance each party shall be relegated to such remedies as provided by law.

17. Construction

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

18. No Representations

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

19. Severability

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

20. Counterparts

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

21. Modification

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

22. Binding Effect

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

23. Assignment

The Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent the Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist the Contractor in the performance of services rendered.

24. Non-Appropriation

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

25. Electronic Signature

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

26. Notice

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

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

Stacy Y. Tolbert
Interim Town Manager

Date

Russell Construction Company
Al Russell
P.O. Box 97
Advance, NC 27006

Signature

Date

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

Pam Orrell, Finance Officer

DRAFT

RUSSELL CONSTRUCTION CO.
GRADING, DEMOLITION, UTILITIES, EROSION CONTROL

ALBERT B. RUSSELL P.E.
President

P.O. BOX 97
Advance, NC 27006
(336) 998-5375 (office)

August 1, 2022

Ryan Moser
Town of Lewisville
PO Box 547
Lewisville, NC 27023

RE: 345 Brookside Drive
Rock Stabilization on Shoulder

Dear Ryan,

We propose to furnish all the necessary materials, equipment, supervision, and labor to complete the following work as outlined below:

CLEARING: Excavate existing soil on north side of street. Excavation will be 12" deep and 24" wide. Dispose dirt legally off site. Install 12 oz. fabric and 12" surge stone to slow velocity of water. (\$2,300.00)

REPAIR SEED: Repair seed disturbed areas and cover with straw. **(\$300.00)**

TOTAL QUOTE: \$2,600.00

Respectfully submitted,

Albert B. Russell, PE
President
Russell Construction Co.

TOWN OF LEWISVILLE, NORTH CAROLINA
P.O. Box 547 Lewisville, NC 27023
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AGREEMENT

345 Brookside Drive – Rock Stabilization on Shoulder

Contractor Name/Address/Phone/Email

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5. Indemnification

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Town of Lewisville
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Stacy Y. Tolbert
Interim Town Manager

Date

Russell Construction Company
Al Russell
P.O. Box 97
Advance, NC 27006

Signature

Date

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Pam Orrell, Finance Officer

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ALBERT B. RUSSELL P.E.
President

P.O. BOX 97
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August 1, 2022

Ryan Moser
Town of Lewisville
PO Box 547
Lewisville, NC 27023

RE: 3091 Rainbow Avenue
Clearing/Grading Side Ditch

Dear Ryan,

We propose to furnish all the necessary materials, equipment, supervision, and labor to complete the following work as outlined below:

CLEARING: Clear tree stumps and brush to install side ditch, and legally dispose off site. **(\$1,250.00)**

GRADING: Grade side ditch to maintain water on north side of gravel road. **(\$3,050.00)**

SEED/MAT: Seed disturbed areas to NCDOT standards. Install approximately 150' double-netted straw mat (15' wide). Install 2 (each) straw logs. **(\$1,700.00)**

TOTAL QUOTE: \$6,000.00

Respectfully submitted,

Albert B. Russell, PE
President
Russell Construction Co.

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

AGREEMENT

3091 Rainbow Avenue – Clearing/Grading Side Ditch

Contractor Name/Address/Phone/Email

Russell Construction Company
Al Russell
P.O. Box 97
Advance, NC 27006
336-998-5375

This agreement is entered into this 4th day of August, 2022 by and between Russell Construction Company (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.

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4. Consideration and Payment of Services

In consideration of the above services, the Town will pay the Contractor the total sum of **\$6,000** to be paid within 30 days from receipt of the invoice. The Town shall pay the Contractor's invoices at the times set forth in this Agreement unless a bona fide dispute exists between the Town and the Contractor concerning the accuracy of said invoice, the services covered thereby, or the performance of Contractor's obligations under this Agreement.

5. Indemnification

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

6. Applicability of Laws and Regulations

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

7. E-Verify Compliance

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

8. Independent Contractor

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

9. Anti-Human Trafficking

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

10. Quality and Workmanship

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

24. Non-Appropriation

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

25. Electronic Signature

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

26. Notice

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

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

Stacy Y. Tolbert
Interim Town Manager

Date

Russell Construction Company
Al Russell
P.O. Box 97
Advance, NC 27006

Signature

Date

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

Pam Orrell, Finance Officer

DRAFT



**RESOLUTION 2022-049 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 year ended June 30, 2022 (preliminary and unaudited); 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 year ended June 30, 2022 (preliminary and unaudited) and incorporated herein.

Adopted this the 11th day of August 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
Year Ended June 30, 2022 (PRELIMINARY AND UNAUDITED)

General Fund

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Property Tax Collections	\$ 2,765,490.00	\$ 2,828,503.38	\$ (63,013.38)	102.28%
Sales Tax Revenue	896,530.00	980,961.89	(84,431.89)	109.42%
Other Revenues	1,297,291.00	1,273,218.81	24,072.19	98.14%
Transfer from ARPA Special Revenue Fund	-	1,208,168.14	(1,208,168.14)	0.00%
Total	4,959,311.00	\$ 6,290,852.22	\$ (1,331,541.22)	126.85%
Appropriation from Fund Balance	778,784.37			
	<u>\$ 5,738,095.37</u>			

Departments	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Governing Body	\$ 350,695.00	\$ 224,648.75	\$ -	\$ 126,046.25	64.06%
Administration	791,653.37	695,066.70	-	96,586.67	87.80%
Student Leadership	700.00	-	-	700.00	0.00%
Finance	246,851.00	225,301.70	-	21,549.30	91.27%
Debt Service	236,000.00	236,000.00	-	-	100.00%
Planning & Zoning	463,387.00	213,535.94	-	249,851.06	46.08%
Beautification	91,228.00	83,392.48	-	7,835.52	91.41%
Community Policing	714,745.00	508,833.32	-	205,911.68	71.19%
Public Safety	11,650.00	8,934.14	-	2,715.86	76.69%
Public Works	474,909.00	408,150.81	-	66,758.19	85.94%
Streets	318,904.00	232,840.58	-	86,063.42	73.01%
Powell Bill	425,519.00	389,704.47	-	35,814.53	91.58%
Storm Water	115,341.00	56,051.11	-	59,289.89	48.60%
Solid Waste	862,605.00	829,792.45	-	32,812.55	96.20%
Recycling	7,195.00	5,525.04	-	1,669.96	76.79%
Parks and Recreation	391,713.00	259,342.43	-	132,370.57	66.21%
Transfers to Capital Reserves	235,000.00	235,000.00	-	-	100.00%
Total	<u>\$ 5,738,095.37</u>	<u>\$ 4,612,119.92</u>	<u>\$ -</u>	<u>\$ 1,125,975.45</u>	<u>80.38%</u>

General Fund Balance 7/1/2021	\$ 6,167,863.15
Year-to-Date Increase (Decrease) FY 6/30/2022	<u>1,678,732.30</u>
General Fund Balance 6/30/2022	<u>\$ 7,846,595.45</u>

Town of Lewisville
Financial Budget to Actual Report - Willow Run Municipal Service District
Year Ended June 30, 2022 (PRELIMINARY AND UNAUDITED)

Willow Run Municipal Service District

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Revenues	\$ 35,750.00	\$ 37,112.41	\$ (1,362.41)	103.81%
Total	<u>\$ 35,750.00</u>	<u>\$ 37,112.41</u>	<u>\$ (1,362.41)</u>	103.81%
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	\$ 38,844.46	\$ -	\$ 15,455.54	71.54%
Total	<u>\$ 54,300.00</u>	<u>\$ 38,844.46</u>	<u>\$ -</u>	<u>\$ 15,455.54</u>	71.54%

MSD Fund Balance 7/1/2021	\$ 193,840.25
Year-to-Date Increase (Decrease) FY 6/30/2022	<u>(1,732.05)</u>
MSD Fund Balance 6/30/2022	<u>\$ 192,108.20</u>

**Town of Lewisville
Other Funds
May 31, 2022**

Capital Reserves Funds

GWR ROW/Construction Capital Reserve	\$ 1,051,083.99
Sidewalks, Bike Paths, and Greenways Capital Reserve	132,269.89
Municipal Buildings/Land Capital Reserve	130,369.89
Public Works Facility Capital Reserve	330,120.65
Total Capital Reserve Fund Balances	<u><u>\$ 1,643,844.42</u></u>

Capital Projects Funds

GWR ROW/Construction Capital Project	\$ 735,968.24
JWP Maintenance Facility/Playground Expansion Capital Project	20,661.31
Gateway Project Capital Project	191,785.19
Community Center Capital Project	282,674.25
Roundabout at Lewisville-Vienna Road and Robinhood Road Capital Project	209,202.34
Total Capital Projects Fund Balances	<u><u>\$ 1,440,291.33</u></u>

Special Revenue Funds

American Rescue Plan Special Revenue Fund	\$ 805,469.35
Total Special Revenue Funds	<u><u>\$ 805,469.35</u></u>

Lewisville Town Council
Briefing and Action Meeting Minutes
July 7, 2022 – 6:30 PM
Lewisville Town Hall 2nd Floor Conference Room
6510 Shallowford Road

1. **Call to Order:**

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

2. **Closed Session pursuant to NCGS 143-318.11(a)(3)** – Council Member Hunt moved to enter into closed session to consult with attorney regarding pending litigation at 6:31 PM. The motion was seconded by Council Member Smitherman and approved unanimously.

Council Member Smitherman left at 8:32 PM.

Council returned to open session at 8:39 PM.

3. **Introductions, Recognitions and Presentations for July 7, 2022** – None

4. **Items Requiring Council Direction** – None

5. **Items Requiring Action at Briefing**

- A. Ordinance 2022-034 – Budget amendment for increase in cost of chairs/tables at Mary Alice Warren Community Center for \$8,373 – The quote received in March 2022 for chairs and tables at Mary Alice Warren Community Center (MAWCC) has increased due to product price increases and freight charges. Mayor Pro Tem Foster moved to approve Ordinance 2022-034 as presented. The motion was seconded by Council Member Hunt and approved unanimously. *(Ordinance 2022-034 is herein incorporated by reference into the minutes.)*
- B. Ordinance 2022-037 – Budget amendment to increase deputy hustles for \$8,415 – Forsyth County Sheriff's Office is increasing their deputy hustle rates in an effort to stay competitive with the City of Winston-Salem. Deputy hustles are used for five hours of radar each month as well as Town events. Council Member Franklin moved to approve Ordinance 2022-037 as presented. The motion was seconded by Council Member Hunt and approved unanimously. *(Ordinance 2022-037 is herein incorporated by reference into the minutes.)*
- C. Ordinance 2022-038 – Amend FY 2022-2023 fee schedule in budget ordinance – The 2022-2023 fee schedule must be amended to reflect the new deputy hustle rates. Mayor Pro Tem Foster moved to approve Ordinance 2022-038 as presented. The motion was seconded by Council Member Hunt and approved unanimously. *(Ordinance 2022-038 is herein incorporated by reference into the minutes.)*
- D. Ordinance 2022-040 – Budget amendment to repair air handler at Town Hall for \$16,636.20 – Mr. Moser reported the HVAC unit on the second floor is not working and the air handler needs to be replaced at a cost of \$16,636.20. Council Member Hunt moved to approve Ordinance 2022-040 as presented. The motion was seconded by Council Member Franklin and approved unanimously. *(Ordinance 2022-040 is herein incorporated by reference into the minutes.)*

- E. Resolution 2022-047 – Contract with Air One Industries, Inc. to repair air handler at Town Hall – Council Member Franklin moved to approve Resolution 2022-047 as presented. The motion was seconded by Council Member Hunt and approved unanimously. *(Resolution 2022-047 is herein incorporated by reference into the minutes.)*

6. Unfinished Business

A. BAC status report

- i. Plan of Work (POW) and annual report – Mayor Pro Tem Foster shared that at the leadership meeting, volunteers were sought to assist the BAC workgroup. Julie Rutledge, Parks and Recreation Advisory Board chair, volunteered and has joined the BAC workgroup. The workgroup was unable to meet in June due to scheduling and, therefore, the POW timeline has been adjusted to the fall. To help orientate boards and committees on the POW, Mrs. Tolbert and Mrs. Moore plan to attend the board and committee meetings. The workgroup hopes to have POWs for Council in September.

7. Administrative Reports

A. Manager

- i. Great Wagon Road (GWR) update – Mrs. Tolbert reported right-of-way acquisition has begun for the project and North Carolina Department of Transportation (NCDOT) is having meetings with the property owners. The Town owns property in the project area that was purchased by the Town for right-of-way. It was also noted the playground at Shallowford Square will be relocated by NCDOT due to the project. Council consensus was to give the right-of-way property purchased by the Town to NCDOT for the Great Wagon Road project.
- ii. Events update
 - 1. Raiders of the Lost Ark Movie Night – June 10
 - 2. Street Party & Food Truck Festival with Band of Oz – June 25
 - 3. Legacy Motown Revue Concert – July 2 – This event was rained out at 8:15 PM.

B. Attorney – None

C. Public Works – None

D. Planning – None

E. Finance – None

F. Clerk

- i. Ethics Training – On-demand ethics training has been released and login information has been emailed to each Council Member. The training must be completed by October 31, 2022.
- ii. Council photo – July 14 at Town Hall at 6:15 PM
- iii. Summer Student Leadership – Twenty-three applications for the one-day Summer Student Leadership session have been received. This includes students who live outside the town limits. Council requested a session ‘Why consider public service?’ be incorporated into the session.
- iv. Ordinance 2022-033 – Mrs. Moore shared that Ordinance 2022-023 was given for the Town Code Chapter 16 update related to user fee exemptions as adopted by Council on June 9, 2022. An ordinance number had to be assigned and reported to Council so adoption was appropriately reflected in the minutes.

G. Community Center Facilities & Programming Manager

- i. Mary Alice Warren Community Center (MAWCC) quarterly report – Mr. Moore shared the programming and rentals for the past quarter. Upcoming programs will include sessions with a clinical psychologist, wood carving class and Mommy & Me classes. Mr. Moore has been communicating with agencies similar to Lewisville about their programs, activities, events, etc.

A user survey is being finalized that will be sent after rentals/programs. In future quarterly reports, Council would like to see some graphs and frequency of use by groups.

8. Agenda Items for Regular Meeting on July 14, 2022

A. Tentative Agenda

i. Consent Agenda

1. Resolution 2022-045 – Acceptance and Approval of Monthly Financials for eleven months ended May 31, 2022
2. Approval of Agenda Briefing Minutes – June 2, 2022
3. Approval of Closed Session Minutes – June 2, 2022
4. Approval of Budget Works Session Minutes – June 2, 2022
5. Approval of Regular Meeting Minutes – June 9, 2022
6. Resolution 2022-046 – Accepting resignation of Bryan Schroeder from Environmental, Conservation & Sustainability Committee

ii. Introductions, Recognitions, Presentations and/or Proclamations

1. Presentations

a. Sheriff's Office

- i. The Town's newest deputy, Blaze Burns, begins Saturday.

iii. Appointment(s)

1. Appointment Order 2022-006 – Robert Fitzpatrick – Public Safety Advisory Committee

iv. Public Hearings

v. Technical Review(s)

vi. Preliminary Site Plan Approvals

vii. Evidentiary Hearings

viii. Old Business

ix. New Business

1. Ordinance 2022-035 – Amending Grant Project Ordinance for the American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds
2. Ordinance 2022-036 – Budget amendment to transfer up to \$1,300,805 ARPA Special Revenue Fund to General Fund
3. Resolution 2022-034 Amendment – Accepting Pecan Manor Lane
4. Ordinance 2022-041 – Amend Chapter 31-6 to add Pecan Manor Lane to street maintenance system
5. Ordinance 2022-042 – Amend Chapter 27-2 regarding posted speed limit for Pecan Manor Lane

B. Approval of Tentative Agenda for regular meeting on July 14, 2022

- i. Council Member Franklin moved to approve the tentative agenda for July 14, 2022. The motion was seconded by Council Member Hunt and approved unanimously.

9. For the Good of the Order

- A. Conrad Road development – Mayor Horn has been meeting with the proposed developer_s on Conrad Road as well as with Mrs. Tolbert to discuss ways to preserve the rural character and historic feel of Conrad Road. Initial site drawings indicate that the Proposed road cuts have been reduced from 40 to 4.

10. **Adjournment** – Council Member Hunt moved to adjourn the meeting at 9:30 PM. The motion was seconded by Council Member Franklin and approved unanimously.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

DRAFT

Lewisville Town Council
Regular Meeting Minutes
July 14, 2022 – 7:00 PM
Lewisville Town Hall 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 Fred Franklin, Melissa Hunt, Ken Sadler, David Smitherman and Jane Welch. Also attending were Interim Town Manager & Planner Stacy Tolbert, Finance Director Pam Orrell, Town Clerk Dora Moore and Town Attorney Bowen Houff.
- B. Invocation – Attorney Bo Houff
- C. Pledge of Allegiance – Council Member David Smitherman
- D. Adoption of Agenda – Council Member Smitherman moved to approve an amended agenda to include a closed session at the end of the meeting. The motion was seconded by Council Member Hunt and approved unanimously.

2. Consent Agenda

- A. Consent agenda items
 - i. Resolution 2022-045 – Acceptance and Approval of Monthly Financials for eleven months ended May 31, 2022
 - ii. Approval of Agenda Briefing Minutes – June 2, 2022
 - iii. Approval of Closed Session Minutes – June 2, 2022
 - iv. Approval of Budget Works Session Minutes – June 2, 2022
 - v. Approval of Regular Meeting Minutes – June 9, 2022
 - vi. Resolution 2022-046 – Accepting resignation of Bryan Schroeder from Environmental, Conservation & Sustainability Committee
- B. Council Member Franklin moved to approve the consent agenda. The motion was seconded by Council Member Smitherman and approved unanimously.
(Resolutions 2022-045 and 2022-046 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 summer heat, Sergeant Stringer stressed the importance of staying hydrated and checking on the elderly.
- B. Annual Comprehensive Financial Report for the fiscal year ended June 30, 2021 – "Certificate of Achievement for Excellence in Financial Reporting" – Mrs. Orrell shared the Town has received the Certificate of Achievement for Excellence in Financial Reporting for fiscal year ended June 30, 2021. This is the 17th year the Town has received the award which is given to those who go above the minimum requirements for financial reporting. Council Mrs. Orrell and Ms. Nations on their endeavors. *(Certificate and information related to the award are herein incorporated into the minutes.)*

4. Public Forum – None

5. Appointment(s)

- A. Appointment Order 2022-006 – Robert Fitzpatrick – Public Safety Advisory Committee – Mayor Pro Tem Foster moved to approve Appointment Order 2022-006. The motion was seconded by Council Member Hunt and approved unanimously. *(Appointment Order 2022-006 is herein incorporated by reference into the minutes.)*

6. Public Hearing – None

7. **Evidentiary Hearing(s)** – None

8. **Annexation Request(s)** – None

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

10. **Old Business** – None

11. New Business

- i. Ordinance 2022-035 – Amending Grant Project Ordinance for the American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds – Mrs. Orrell presented a recommendation to utilize ARPA funding for 2022-2023 salaries and benefits totaling up to \$1,300,805. Council Member Smitherman moved to approve Ordinance 2022-035. The motion was seconded by Council Member Franklin and approved unanimously. *(Ordinance 2022-035 is herein incorporated by reference into the minutes.)*
- ii. Ordinance 2022-036 – Budget amendment to transfer up to \$1,300,805 ARPA Special Revenue Fund to General Fund – Council Member Welch moved to approve Ordinance 2022-036. The motion was seconded by Council Member Franklin and approved unanimously. *(Ordinance 2022-036 is herein incorporated by reference into the minutes.)*
- iii. Resolution 2022-034 Amendment – Accepting Pecan Manor Lane – Mrs. Moore requested Resolution 2022-034 be amended to reflect the correct footage of Pecan Manor Lane. Council Member Hunt moved to approve Resolution 2022-034. The motion was seconded by Mayor Pro Tem Foster and approved unanimously. *(Resolution 2022-034 is herein incorporated by reference into the minutes.)*
- iv. Ordinance 2022-041 – Amend Chapter 31-6 to add Pecan Manor Lane to street maintenance system – Council Member Welch moved to approve Ordinance 2022-041. The motion was seconded by Council Member Franklin and approved unanimously. *(Ordinance 2022-041 is herein incorporated by reference into the minutes.)*
- v. Ordinance 2022-042 – Amend Chapter 27-2 regarding posted speed limit for Pecan Manor Lane – Council Member Hunt moved to approve Ordinance 2022-042. The motion was seconded by Mayor Pro Tem Foster and approved unanimously. *(Ordinance 2022-042 is herein incorporated by reference into the minutes.)*

12. Administrative Reports

- A. Upcoming Town holidays – Mrs. Tolbert shared the following upcoming events at Shallowford Square: July 16 – Kids in America: Totally 80’s Tribute Band; July 22 – Tom and Jerry movie; August 6 – British Invaders concert; and, August 27 – Shot Thru the Heart, Bon Jovi Tribute Band.
- B. Manager’s Report
 - i. Great Wagon Road (GWR) update – Mrs. Tolbert reported survey work and right-of-way acquisition have begun for the Great Wagon Road project.
- C. Planning Report
- D. Clerk’s Report
 - i. Summer Leadership Session – August 16 – Currently, twenty-three area students have registered for the Summer Leadership Session.
 - ii. Ethics training – Council must complete the 2-hour required ethics training by October 31, 2022.
- E. Community Center Facilities & Programming Manager’s Report
 - i. Mrs. Tolbert reported a user survey for the Mary Alice Warren Community Center is being finalized and will be given to renters for their feedback.

- F. Approvals at the Briefing and Action Meeting on July 7, 2022
- i. Ordinance 2022-034 – Budget amendment for increase in cost of chairs/tables at Mary Alice Warren Community Center for \$8,373
 - ii. Ordinance 2022-037 – Budget amendment to increase deputy hustles for \$8,415
 - iii. Ordinance 2022-038 – Amend FY 2022-2023 fee schedule in budget ordinance
 - iv. Ordinance 2022-040 – Budget amendment to repair air handler at Town Hall for \$16,636.20
 - v. Resolution 2022-047 – Contract with Air One Industries, Inc. to repair air handler at Town Hall

13. For the Good of the Order

- A. Council Member Smitherman requested consideration of a fall event for staff, Council and their significant other be held at the Mary Alice Warren Community Center. This could be a picnic or cookout and would provide an opportunity for staff and Council to get to know each other. Council consensus was given.

14. **Closed Session pursuant to NCGS 143-318.11(a)(3)** – Mayor Horn moved to enter into closed session [to consult with attorney regarding pending litigation](#) at 7:26 PM. The motion was seconded by Council Member Hunt and approved unanimously.

Council returned to open session at 8:10 PM.

15. **Adjournment** – Council Member Hunt moved to adjourn the meeting at 8:10 PM. The motion was seconded by Council Member Smitherman and approved unanimously.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk



**TOWN OF LEWISVILLE
2022-007 APPOINTMENT ORDER
ENVIRONMENTAL, CONSERVATION AND SUSTAINABILITY COMMITTEE**

WHEREAS, the Town Council established the Lewisville *Environmental Issues Committee, Recycling Committee, Environmental Education Committee and Special Environmental Projects Committee* to address environmental concerns in March 1995; and

WHEREAS, the Town Council consolidated these committees into one named the Environmental, Conservation and Sustainability Committee; and

WHEREAS, the Town Council has determined that the Environmental, Conservation and Sustainability Committee serves a vital community function.

NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL appoints the following to serve on the Environmental, Conservation and Sustainability Committee through March 31, 2024:

Roy Henry Fansler, Jr. Ex-Officio Member

Appointed this the 11th day of August 2022 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk



**RESOLUTION 2022-048 OF THE LEWISVILLE TOWN COUNCIL
AUTHORIZING CONTRACT FOR HOLIDAY DECORATIONS**

WHEREAS, the Town staff recommends a one-year contract be awarded to Elite Landscape Contractors Inc. for holiday decorating at Shallowford Square, along Shallowford Road, and along Yadkinville Road.

NOW, THEREFORE BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the interim Town Manager is authorized to sign a contract with Elite Landscape Contractors, Inc. for holiday decorations during the 2022 holiday season in the amount of \$14,720.

Adopted this the 11th day of August 2022 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

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

AGREEMENT

Holiday Decorations – Shallowford Square, Shallowford Road, and Yadkinville Road

Contractor Name/Address/Phone/Email

Elite Landscape Contractors, Inc.
5480 Seward Road
Pfafftown, NC 27040
336-924-1492
eric@elitelandscapes.com

This agreement is entered into this 11th day of August, 2022 by and between Elite Landscape Service & Nursery, Inc. (the “Contractor”) and the Town of Lewisville, a municipal corporation of the State of North Carolina, (the “Town”). The Town and Contractor may collectively be referred to as “Parties” hereinafter.

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

1. Scope of Work

The Contractor agrees to perform for the Town the following services:

Install the following stored structural lighting:

- a. Shallowford Square Pavilion**
- b. Building that houses 2 restrooms in Shallowford Square**

Install the following stored landscape lighting:

- a. Clock Tower ground lighting (1 each)**
- b. Street trees (7 each)**
- c. Cedar trees (8 each)**
- d. Oak trees (2 each)**
- e. Crepe Myrtles (1 each)**
- f. Cherry trees (1 each)**

Provide equipment and personnel to erect and stake a 14’ – 20’ live tree and install 300 multicolored L.E.D. lights on the tree.

Install blue L.E.D. lights on the memorial tree on Shallowford Road.

Decorate porch columns in Shallowford Square with unlit garland (8 each).

Decorate building that houses 2 restrooms in Shallowford Square with lighted wreaths (2 each).

Install pole mounted wreaths (16 each) along Shallowford Road.

Install pole mounted wreaths on Yadkinville Road (6 each).

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

The Contractor shall complete installation and lighting of all items prior to Thanksgiving Day of each year. All pole mounted decorations shall be removed and all other lighted decorations shall be deactivated (power off or disconnect) no later than January 15 each year. All other decorations shall be removed no later than February 1 of each year. If the Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in this Agreement must be agreed to in writing by the Town and the Contractor.

4. Consideration and Payment of Services

In consideration of the above services, the Town will pay the Contractor the total sum of \$14,720. Fifty percent of the fee or \$7,360 shall be paid by the Town upon receipt of an invoice and after the decorations are installed. The remaining fifty percent or \$7,360 of the compensation shall be paid by the Town upon receipt of invoice and after the decorations are uninstalled. 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 \$100,000.
- c. General Liability Insurance in the minimum amount of \$2,000,000.
- d. Automobile Insurance in the minimum amount of \$250,000.

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

12. Pre-Project Safety Review Meeting

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

13. Default

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

14. Termination for Convenience

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

15. Delay Beyond the Control of the Parties

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

16. Nonwaiver for Breach

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

17. Construction

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

18. No Representations

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

19. Severability

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

20. Counterparts

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

21. Modification

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

22. Binding Effect

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

23. Assignment

The Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent the Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist the Contractor in the performance of services rendered.

24. Non-Appropriation

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

25. Electronic Signature

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

26. Notice

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

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

Stacy Y. Tolbert
Interim Town Manager

Date

Elite Landscape Contractors, Inc.
5480 Seward Road
Pfafftown, NC 27040

Signature

Date

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

Pam Orrell, Finance Officer



**RESOLUTION 2022-051 OF THE LEWISVILLE TOWN COUNCIL
AUTHORIZING CONTRACT FOR STORM SEWER MAPPING**

WHEREAS, the Town of Lewisville is required to have storm sewer system mapped.

NOW, THEREFORE BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Interim Town Manager is authorized to sign a contract with Blue Stream Environmental for storm sewer mapping for an amount not to exceed \$58,200.

Adopted this the 11th day of August 2022 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk

DRAFT



Proposal

Municipal Separate Storm Sewer System (MS4) Mapping

Town of Lewisville

Public Works Department

6510 Shallowford Rd.

Lewisville, NC 27023

Phone: 336.945.5558

Submitted August 1, 2022

Presented to Ryan Moser

Blue Stream Environmental

Kernersville, NC • 336-754-1696

www.bluestreamenv.com



Storm Sewer Mapping

Blue Stream Environmental is pleased to submit the following proposal for the completion of MS4 mapping in the Town of Lewisville. The Town is required by their upcoming new MS4 permit to develop, update and maintain a municipal storm sewer system map including stormwater conveyances, flow direction, major outfalls and waters of the United States receiving stormwater discharges. To help meet this requirement, the Town previously contracted with the Piedmont Triad Regional Council to map approximately 14 miles of curb and gutter streets. This proposal addresses the remaining 42 miles of Town maintained roadway and 14 miles of privately maintained roadway.

Scope of Work

Blue Stream Environmental will provide technical assistance to the Town and MapForsyth to develop the database used for this project. Blue Stream will complete the field work to map the remaining 56 miles of roadway utilizing the ArcGIS Collector App connected to a Town-hosted map database.

The following components will be mapped and photographed during the field work portion of this project:

Feature	Attributes
Swales/Ditches	GPS location, length and flow direction
Driveway Pipes	GPS location, length and flow direction
Culverts	GPS location, length and flow direction; material and condition if requested
Yard Inlets	GPS location; material and condition if requested
Outfalls	GPS location; material and condition if requested (if visible from the road/ROW)

The ArcGIS Collector App deliverables will be provided to the Town, and MapForsyth will complete the data cleanup with Blue Stream's technical assistance. MapForsyth will complete digitization of the final map.



If you have any questions regarding the scope of the project, please reach out to us at your convenience. Blue Stream is prepared to begin work on this project as early as October 2022 which would allow for completion by December 2024.

If the Town would like to proceed with this project, please sign and return a copy of this contract letter to Lindsey@BlueStreamEnv.com.

Thank you for your consideration and we look forward to the opportunity to partner on this project.

Town of Lewisville Representative

Date

Printed Name

DRAFT