

**Lewisville Town Council**  
**Briefing and Action Meeting Agenda**  
**October 5, 2023 – 6:30 PM**  
**Lewisville Town Hall 2<sup>nd</sup> Floor Conference Room**  
**6510 Shallowford Road**

**1. Call to Order:**

- A. Roll Call
- B. Adoption of Agenda

**2. Items Requiring Council Direction**

- A. Facility use exemption requests at Mary Alice Warren Community Center
  - i. Rotary Club of Clemmons ([Attachment #1](#))
  - ii. West Forsyth Christian Preschool ([Attachment #2](#))
- B. Public Art locations
- C. Gateway project
  - i. Street lighting
  - ii. Paving

**3. Items Requiring Action at Briefing**

**4. Old Business**

**5. Administrative Reports**

- A. Clerk
  - i. Candidate Forum – October 19, 7:30 PM, Town Hall – Sponsored by Lewisville Civic Club
  - ii. Halloween costume judging – October 21, 1:30 PM, Shallowford Square
  - iii. CPR Class – November 3, 1 PM, MAWCC
  - iv. Newly Elected Officials Orientation – November 30, 5:30-7 PM, MAWCC
  - v. Council and staff Christmas lunch – December 6, 12 PM, MAWCC
- B. Community Center & Facilities Manager
  - i. Quarterly report ([Attachment #3](#))

**6. Tentative Agenda Items for Regular Meeting on October 12, 2023**

- A. Consent Agenda
  - i. Resolution 2023-044 – Financial statements for two months ended August 31, 2023 – ([Attachment #4](#))
  - ii. Approval of Agenda Briefing Minutes – September 7, 2023 ([Attachment #5](#))
  - iii. Approval of Regular Meeting Minutes – September 14, 2023 ([Attachment #6](#))
  - iv. **UNSEAL** Closed Session Minutes – February 3, 2022; March 10, 2022; April 7, 2022; May 5, 2022; June 2, 2022; July 7, 2022; July 14, 2022; August 4, 2022; August 11, 2022; August 22, 2022; September 14, 2022; October 6, 2022; November 3, 2022; December 8, 2022; and, December 29, 2022
- B. Introductions, Recognitions, Presentations and/or Proclamations
  - i. Presentations
    - a. Sheriff's Office
      - 1. Monthly report
      - 2. Introduction of Deputy Chris Faw

C. Public Hearings

- i. Annexation – Lake at Lissara Phase II Section VII
  - a. Public Hearing
  - b. Council discussion
  - c. Council consideration – Ordinance 2023-036 – Extend the Town of Lewisville corporate limits to include Lake at Lissara Phase II Section VII ([Attachment #7](#))
- ii. Rezoning – L-106 – Lake at Lissara Phase II Section VII
  - a. Public Hearing
  - b. Council discussion
  - c. Council consideration – Ordinance 2023-037 – Change planning jurisdiction from Forsyth County RS-40C to Town of Lewisville RS-40 – Lake at Lissara Phase II Section VII ([Attachment #8](#))
- iii. Evidentiary – L-106 – Lake at Lissara Phase II Section VII
  - a. Public Hearing
  - b. Council discussion
  - c. Council consideration – Ordinance 2023-038 – Special Use Permit for a Planned Residential Development (PRD) – Lake at Lissara Phase II Section VII ([Attachment #9](#))

D. New Business

- i. Ordinance 2023-039 – Declaring road closure for Christmas Parade ([Attachment #10](#))
- ii. Resolution 2023-045 – Cybersecurity and Technical Assistance Memorandum of Agreement with NC League of Municipalities ([Attachment #11](#))
- iii. Ordinance 2023-040 – Accepting Public Street Maintenance and Dedication – Woodview Ridge Trail and Woodside Forest Trail ([Attachment #12](#))
- iv. Ordinance 202-041 – Amend Chapter 27-2 regarding posted speed limit for Woodview Ridge Trail and Woodside Forest Trail ([Attachment #13](#))

**7. For the Good of the Order**

**8. Adjournment**



**TOWN OF LEWISVILLE**  
**6510 SHALLOWFORD ROAD**  
**PO BOX 547**  
**LEWISVILLE, NC 27023**

**336-945-1022**  
**townclerk@lewisvillenc.net**

**FACILITY USE EXEMPTION REQUEST APPLICATION**

*Please complete the information below. If guidance is needed or you have questions, please contact Town Clerk Dora Moore at 336-945-1022 or [townclerk@lewisvillenc.net](mailto:townclerk@lewisvillenc.net). Completed applications can be mailed, dropped off, or emailed to the Town of Lewisville.*

Organization Name: Rotary Club of Clemmons \_\_\_\_\_

Contact Person: Charlie Rowe \_\_\_\_\_

Mailing Address: PO Box 1776, Clemmons, NC 27012 \_\_\_\_\_

Phone Number: 336 414 0682 \_ Email Address: clemmonsrotary@gmail.com \_\_\_\_\_

Web Address: rotaryclubofclemmons.com \_\_\_\_\_

Describe your organization’s mission statement and how it impacts the Town of Lewisville community. Facility Use Exemption Application

\*\*\*Organizations Mission statement and how it impacts the town of Lewisville Community:

The short version of the Mission of Clemmons Rotary is “Service above Self”. The more descriptive version is: Rotary as an international organization is to help meet needs and provide service to others, promote integrity and advance world understanding, good will and peace through our fellowship of businesses, professionals and community residents/leaders.

The efforts of Clemmons Rotary have spanned over the past 30 years serving Western Forsyth County and surrounding communities. Our membership, service and activities cross city and county lines as well as state and country borders impacting our communities by providing time, talent, and treasure to organizations that serve in the areas of Health, Education, Recreation, Leadership Development, Support Services and much more. Those organizations that have direct impact in Lewisville include: **Jerry Long Family YMCA, YMCA Camp Hanes, Cancer Services, West Forsyth High School, Food Pantry, Boy scouts of America, Shallow Ford Foundation, Eradication of Polio.**

Other Rotary events and efforts that benefit Western Forsyth County include TOAST, golf tournaments, Bright Beginnings, support of our Veterans (Veterans Bridge Home), Police and Firemen, volleyball tournaments, Dirty Dozen competition.

Also, Clemmons Rotary was the sponsoring club for West Forsyth Rotary club to get its charter to become a club. The Yadkin Rotary Club as well as the Hillsdale Club was also sponsored by Clemmons Rotary.

\*\*\*Describe individuals/groups of residents served by our organization:

+Rotary supports **the YMCA** as volunteers as well as financially yearly. The YMCA serves all age groups in membership, programs, Kids to Camp Hanes, sports, wellness activities etc. Other specific activities sponsored/supported by Rotary include Bright Beginings (shopping spree for kids who need assistance with clothing and school supplies before school starts). One quick example: over 125 Lewisville youngsters are involved in YMCA before and after school programing as well as day camp on a weekly basis.

+Rotary is a supporter of **West Forsyth High School** serving Teens from freshman through senior year. Seven Rotary scholarships (\$7,500) are awarded to graduating seniors every year.

Rotary sponsors the West Interact Service Club which is the high school version of Rotary. A Rotarian attends their meetings frequently.

A West Forsyth Student is recognized monthly at a Rotary meeting for their accomplishments as a student, service to the community, and overall success at West High.



Rotary sponsors an annual speech contest for West high school students which may lead them to speaking at Rotary District conference.

Rotary also sponsors West students to attend the High School Leadership Conference annually.

+ **Cancer patients in need financially will find Cancer Services a great help. Rotary supports this organization financially on an annual basis.**

+ **The Food Pantry feeds families in need of assistance. Rotary provides financial support yearly and weekly support by picking up food items and delivering to the pantry as well as participation in food drives for the pantry.**

+ **Boy Scouts serves youth elementary through high school. Clemmons Rotary is the Sponsoring body for Boy Scout troop #731 serving our surrounding area.**

+ **Shallow Ford Foundation serves a broad group of people in our area. Clemmons Rotary was the founding organization for this Foundation. Clemmons Rotarians continue to serve on their Board and provide support for their charitable efforts on behalf of residents and organizations in Western Forsyth and surrounding communities.**

+ **Eradication of Polio has been a goal of Rotary internationally for many years. Clemmons Rotary provides financial assistance yearly toward this effort and in past years volunteers from the club have gone to India to help administer the vaccine. This is of benefit to the entire world.**

+ **Other opportunities available to Lewisville residents include:**

Membership in Clemmons Rotary, as well as in other Rotary clubs, is open to residents of surrounding communities.

**TOAST (Totally Outstanding Awesome Stroll Through Tanglewood): Stroll through the lights at Tanglewood before they are open to the public. This is a Rotary event that draws over 2,500 moms, dads, grandparents and kids. No doubt many Lewisville residents have made this a family tradition to kick off their Christmas holidays. This is a premier fund friend raiser for Rotary.**

**Golf tournaments draw from all over....Lewisville included. The same goes for any and all special events....movie nights, Veterans coffees, Police/Firemen recognition lunches. All the Western Forsyth communities and surrounding areas benefit.**

In conclusion: As with any Rotary club, the work and service above self of rotarians has a ripple effect. It spreads from community to community throughout the state and around the world, because Rotary, internationally, is a 'Conspiracy of Goodness'.

1. **How many years has your organization been providing its current service? 30 years**
2. **Date of organization's formation. Summer of 1993**
3. **Attach a listing of current members and presiding officers of your organization. Please include names, titles, and contact information.**

<b>Office</b>	<b>First Name</b>	<b>Last Name</b>	<b>E-mail Address</b>
President	Charlie	Rowe	<a href="mailto:charlie@RoweNC.com">charlie@RoweNC.com</a>
Treasurer	Jim	Crotts	<a href="mailto:jimcrotts@hotmail.com">jimcrotts@hotmail.com</a>
Secretary	Kim	Still	<a href="mailto:kimberly.l.soll@email.com">kimberly.l.soll@email.com</a>
Immediate Past President	Doug	Gardner	<a href="mailto:dlgardner@novacthealth.org">dlgardner@novacthealth.org</a>
President Nominee, Sergeant-at-Arms	Craig	Depuy	<a href="mailto:craig_depuy1@gmail.com">craig_depuy1@gmail.com</a>
Youth Services Chair	Greg	Keener	<a href="mailto:greg@shallowfordfoundation.org">greg@shallowfordfoundation.org</a>
International Service Chair	Thao	Sommerville	<a href="mailto:sommerville.thao@gmail.com">sommerville.thao@gmail.com</a>
President-Elect	Alvin	Howard	<a href="mailto:howardae@triad.rr.com">howardae@triad.rr.com</a>
Service Chair	Wendy	Taylor	<a href="mailto:wendy@wendycity.com">wendy@wendycity.com</a>
Rotary Foundation Chair	Paul	Johnson	<a href="mailto:paul@mchase.com">paul@mchase.com</a>



Social Chair, Networking Chair	Anne	Holland	<a href="mailto:aholland@allegacy.org">aholland@allegacy.org</a>
Fundraising Chair	Phil	Sherwood	<a href="mailto:phil@philsherwood.com">phil@philsherwood.com</a>
Membership Chair	Linda	Weaver	<a href="mailto:lwartist@aol.com">lwartist@aol.com</a>
Communications Officer, Public Image Chair	Ray	Mitchell	<a href="mailto:ray@madeforycume.com">ray@madeforycume.com</a>

4. **Attach IRS status documentation, if applicable, for your organization.**
5. **Please provide any other information you feel is pertinent for consideration regarding your organization's request.**

**Signature and Indemnity**

The Organization agrees to protect, defend, indemnify, and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from any and all willful or negligent acts or omission of the Organization, its officers, agents, servants, and employees when utilizing Town facilities.

By signing this application for request of exemption, I understand and agree to the above statement. I have also read and understand the Facility Use Exemption Policy.

 \_\_\_\_\_  
Signature of Authorizing Official Title Date  
President 8-15-23

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STAFF USE ONLY

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Recommendation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Council Approval: YES \_\_\_\_\_ NO \_\_\_\_\_ Date of Council Action: \_\_\_\_\_

Notes (if applicable): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>First Name</u>	<u>Last Name</u>			
Nicole	Abolins			
Sean	Bokhoven			
Wendy	Brewington			
Bruce	Bullings			
Mary	Cameron			
Adam	Cardwell			
Mike	Combest			
Jim	Crotts			
Felicia	Crouch			
John	Crouch			
Brad	Davis			
Gil	Davis			
Ron	Davis			
Craig	Depuy			
Doug	Gardner			
David	Garrett			
Brad	Gray			
Sarah	Griffin			
Frank	Haas			
David	Hanein			
Haleigh	Hedglin			
Dianna	Hoffman			
Anne	Holland			
Bob	Holtje			
Alvin	Howard			
Gary	Howorka			
Rebecca	Howorka			
Angela	Hubbard			
Paul	Johnson			
Fred	Joyner			
John	Kastanis			
Greg	Keener			
Bobby	Kimbrough			
Teresa	Lindsay			
Martin	Majorel			
Steve	Mann			
Dana	Marske			
Bill	McClain			
Charles	McClam			
Shantell	McClam			
Ray	Mitchell			
Tara	O'Brien			
Thomas	Orr			
Carlos	Pereira			



Jennifer	Reid			
Debbie	Ressler			
Charlie	Rowe			
Purity	Ruchugo			
John	Russell			
Steve	Sessions			
Phil	Sherwood			
Thao	Sommerville			
Celeste	Stanley			
John	Stewart			
Kim	Still			
Diana	Sykes			
John	Sykes			
Rick	Sylvester			
Bradley	Taylor			
Wendy	Taylor			
Don	Timmons			
Linda	Weaver			

**From:** Charlie Rowe <Charlie@rowenc.com>  
**Sent:** Friday, September 22, 2023 3:47 PM  
**To:** Dora Moore <townclerk@lewisvillenc.net>  
**Cc:** Rebecca Anderson Howorka <r\_anderson33@hotmail.com>; Dana Marske <danamarske@gmail.com>; James Ayers <jayers@lewisvillenc.net>  
**Subject:** RE: Clemmons Rotary Facility Use Exemption Request attached

Dora,

I apologize for the delay in responding to your request. I was traveling (and hiking) outside of the country for most of September and ended up having a whole lot less time with internet connection than I anticipated.

The event that prompted our request is our annual awards banquet in June. It is an evening meal event for our members and spouses where we recognize outstanding volunteer service for the current year and install our new board for the coming year. After touring your facility, we all felt the space would be a great fit for that event.

Additionally, we realized we might be able to use your facility for other club activities such as fund raiser committee meetings or our Christmas gift wrapping event for families served by Cancer Services. I estimate our requests to use some space for such activities would be somewhere in the 4-6 times in a year.

Thank you for your consideration.

Charlie Rowe  
President  
Rotary Club of Clemmons  
336-414-0682



TOWN OF LEWISVILLE  
6510 SHALLOWFORD ROAD  
PO BOX 547  
LEWISVILLE, NC 27023

336-945-1022  
townclerk@lewisvillenc.net

FACILITY USE EXEMPTION REQUEST APPLICATION

Please complete the information below. If guidance is needed or you have questions, please contact Town Clerk Dora Moore at 336-945-1022 or townclerk@lewisvillenc.net. Completed applications can be mailed, dropped off, or emailed to the Town of Lewisville.

Organization Name: West Forsyth Christian Preschool  
Contact Person: Rosemary Drinkuth  
Mailing Address: 125 Lewisville - Clemmons Rd.  
Lewisville, NC 27023  
Phone Number: 336.766.0801 Email Address: rdrinkuth@wfcpreschool.com  
Web Address: wfcpreschool.com

1. Describe your organization's mission statement and how it impacts the Town of Lewisville community. The mission of West Forsyth Christian Preschool is to assist parents with Christian training & intellectual growth of children through a Christ-centered environment of academic excellence.  
See Attached Mission Statement

2. Describe the individuals and/or groups of residents that are served by your organization. Residents of Lewisville, Clemmons, Pfafftown, Yadkinville, & Lincolnton - Salem who choose to educate their children at West Forsyth Christian Preschool

3. How many years has your organization been providing its current service? 15 YEARS  
Incorporated in 2008

4. Date of organization's formation. 2008

5. Attach a listing of current members and presiding officers of your organization. Please include names, titles, and contact information. - BOARD OF DIRECTORS

6. Attach IRS status documentation, if applicable, for your organization.

7. Please provide any other information you feel is pertinent for consideration regarding your organization's request.

See Attached





## MISSION STATEMENT

The Mission of West Forsyth Christian Preschool is to assist the parents with the Christian training and intellectual growth of their children, through a Christ-centered environment of academic excellence.

Children participate in a high quality, Christ-Centered curriculum taught by skilled teachers in a loving, nurturing, and caring atmosphere. The children are motivated to grow spiritually, intellectually, physically, socially, and personally.

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### SPIRITUAL

West Forsyth Christian Preschool will provide an opportunity for each child to hear, understand and accept the gospel of Jesus Christ.

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### INTELLECTUAL

West Forsyth Christian Preschool will develop and stimulate the intellect of each child through a curriculum that emphasizes the acquisition of knowledge, higher-order thinking skills, independent thought, and creativity.

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### PHYSICAL

West Forsyth Christian Preschool will help each child recognize the importance of proper nutrition and health habits. The children will learn fundamental physical skills and the importance of sportsmanlike conduct.

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### SOCIAL

West Forsyth Christian Preschool will foster growth in interpersonal skills that will enable the children to develop healthy relationships with family, peers, and community.

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### PERSONAL

West Forsyth Christian Preschool will provide opportunities for each child to develop self-confidence, moral character, and self-discipline in order that they may strive to achieve their full potential.

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2023-24  
(Rev. 9/6/23)

## BOARD OF DIRECTORS

### OFFICERS

**President** Alex Smith (8/15)  
901 Loblolly Drive  
Lewisville, NC 27023  
336.391.1775  
natsmith77@yahoo.com

**Vice President** Juan Abreu (8/15)  
\*3150 Ashton Grove Court  
Winston-Salem, NC 27127  
336.493.3958  
jpabreu007@gmail.com

**Treasurer** Christian Griffith (8/19)  
4470 Clarksburg Road  
Clemmons, NC 27012  
804.338.3635  
cgriffith0626@att.net

**Secretary** John Bandle (8/17)  
1161 Downing Creek Court  
Winston-Salem, NC 27106  
336.692.3441  
johnbandle@gmail.com

### MEMBERS

Gina Daugherty (8/20)  
170 Eagles Landing Lane  
Mocksville, NC 27028  
336.416.4345  
Ginacdaugherty@gmail.com

Candice Babusiak (8/20)  
969 Montrachet Court  
Lewisville, NC 27023  
336.473.4422  
cbabusiak@icloud.com

Eleanor Russell (SPC) (12/14)  
7598 Rinehart Lane  
Clemmons, NC 27012  
336.766.7777  
Health360@triad.rr.com

Austin Westmoreland (8/21)  
9361 Concord Church Road  
Lewisville, NC 27023  
336.816.4829  
amwestmoreland90@gmail.com

Glenda Cornatzer (LBC Liaison) (8/22)  
1025 Glenn Ferry Drive  
East Bend, NC 27018  
336.749.9815  
gmcornatzer@yadtel.net

### EX-OFFICIO'S

Pastor Rob Evans  
1937 Butner Mill Road  
East Bend, NC 27018

Heather Walsh  
305 Slater Road  
Lewisville, NC 27023

Andrea Rice  
1364 Meadow Gate Lane  
Lewisville, NC 27023

Walt Mooney  
260 Lake Dale Court  
Clemmons, NC 27012

Andrea Branscome  
5423 Carrington Oaks Drive  
Lewisville, NC 27023

Grover Gore  
3080 Williams Road  
Lewisville, NC 27023

Cheryl Grant  
1501 Royal Ridge Drive  
Pfafftown, NC 27040

Allen Johnson  
4160 Briar Creek Road  
Clemmons, NC 27012

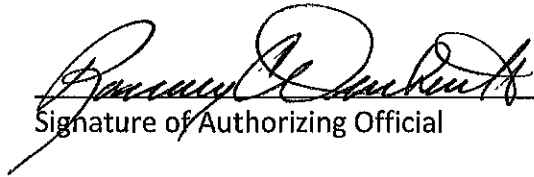

Lindsay Voss  
522 Bridge Pointe Drive  
Clemmons, NC 27012

**Rosemary Drinkuth, Director of West Forsyth Christian Preschool- Holds Current Membership 2023-24**

**Signature and Indemnity**

The Organization agrees to protect, defend, indemnify, and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from any and all willful or negligent acts or omission of the Organization, its officers, agents, servants, and employees when utilizing Town facilities.

By signing this application for request of exemption, I understand and agree to the above statement. I have also read and understand the Facility Use Exemption Policy.

 \_\_\_\_\_  \_\_\_\_\_ 9-25-2023  
Signature of Authorizing Official Title Date

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STAFF USE ONLY

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Recommendation: \_\_\_\_\_

\_\_\_\_\_

Council Approval: YES \_\_\_\_\_ NO \_\_\_\_\_ Date of Council Action: \_\_\_\_\_

Notes (if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





125 Lewisville-Clemmons Road  
A Ministry of Lewisville Baptist Church  
Mailing: PO Box 670  
Lewisville, NC 27023  
Phone 336.766.0301  
www.wfcpreschool.com

September 25, 2023

Town of Lewisville/Town Council:

West Forsyth Christian Preschool is Lewisville's only all-day Christian preschool.

We are a year-round facility and licensed by the NC Department of Child Development and a Non-Profit 501 (c)(3) Organization. Our experienced staff teaches children ages 2 through 5 during the school year and we have a Summer Fun Camp in the summer months. During our 15 years of teaching preschool, we have had over 4,500 children graduate from our preschool and attend Lewisville Elementary and other area schools.

Our outreach to the community includes Second Harvest Food Bank, the Cereal and Diaper drives, and many more.

We have an annual Grandparents' Day Program, Christmas and Graduation programs that bring in over 100-150 families each year to celebrate with us.

We participate in the Lewisville Christmas Parade with Lewisville Baptist Church and many of the church community activities throughout the year.

We also enjoy writing to Mary Alice Warren and sending her lots of love cards, photos, paintings, and well wishes.

Sincerely,

A handwritten signature in black ink, appearing to read "Rosemary Drinkuth".

Rosemary Drinkuth, Director

**§ 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-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 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 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.

An organization that:

- 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

may be approved by Council.

3. Organizations grandfathered by the Town Council (Lewisville Garden Clubs and Homeowner Associations), non-profit organizations located in the Town of Lewisville 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.

4. 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)

Programs	Schedule	Time	Room(s)	Charge	Shallow Ford Grant
<b>1st Quarter 2023-2024</b>					
American Mahjong	Every Monday	1:00pm-5:00pm	Vienna	Free	No
American Red Cross Blood Drive	August 9	1:00pm-5:30pm	Shallow Ford/Lewisville	Free	No
Beginner Colored Pencil Class (Tuesday)	Tuesday's in September	6:00pm-9:00pm	Magnolia	\$40 for a 4 class session	No
Beginner Colored Pencil Class (Wednesday)	Wednesday's in September	9:30am-12:30pm	Magnolia	\$40 for a 4 class session	No
Beginner Shag Dance Class	Monday's in July & August	5:00pm-6:30pm	Magnolia	\$50 for a 4 class session	No
Card Game Group	Every Wednesday (July-September)	1:00pm-4:00pm	Vienna	Free	No
Fairy Hair Class	July 8 & 22, August 5	10:00am-11:00am	Magnolia or Great Wagon	\$10/class	No
Family Art Drop-In w/Seann Vincente	4th Saturday of the Month (July-September)	12:00pm-3:00pm	Magnolia	Free	Yes (WSFC Arts Council)
Line Dancing	Every Tuesday (July-September)	5:30pm-7:30pm	Lewisville/Vienna	\$7/class	No
Meditative Movement	Tuesday's July, Wednesday's in August & September	10:30am-12:00pm	Vienna	Free	No
Meditative Movement Workshop	September 20 & 21	9:30am-12:30am	Vienna	\$20 suggested fee or pay what you can	No
Mobility and Flexibility Class for Seniors	Monday's and Wednesday's (July-September)	11:00am-12:00pm	Lewisville	\$15/class or \$90 for the 6 class session	No
Mommy & Me Class	July 13 & 18, August 10, 15, 24, & 31, Every Tuesday & Thursday in September	10:00am-11:00am	Lewisville	\$45 for the month	No
Salem Swing Band Concert	August 4	7:30pm-9:30pm	Shallow Ford/Lewisville/Vienna	Free	Yes (Salem Swing Band)
Story Time Series	4th Saturday of the Month (July-September)	11:00am-12:00pm	Magnolia	Free	Yes (WSFC Arts Council)
Swing Dance Lessons	July 1	10:00am-12:00pm	Shallow Ford/Lewisville/Vienna	Free	Yes (Salem Swing Band)
Technology Workshop	September 14	6:30pm-8:00pm	Lewisville	Free	No
The Sketchbook Workshop	Every other Wednesday (July-September)	9:00am-12:00pm	Magnolia	Free	No
Wet Felting Class with Wool Fabric	Monday's in September	9:30am-12:00pm	Magnolia	Free	No
Writing Stories for Your Life	2nd Monday of the Month (July-September)	10:00am-12:00pm	Shallow Ford	Private Group through Shepherds Center	No
Yadkin Arts Council a la Carte Experience	August 7-11	9:00am-4:00pm	Magnolia/Vienna	Varies	Yes (Yadkin Arts Council)
Zumba Class	Monday's and Wednesday's (July-September)	6:30pm-7:30pm	Lewisville	\$7/class	No
4-H Steam Spark	September 30	10:00am-12:00pm	Magnolia	Free	Yes (NC Co-op Extension)

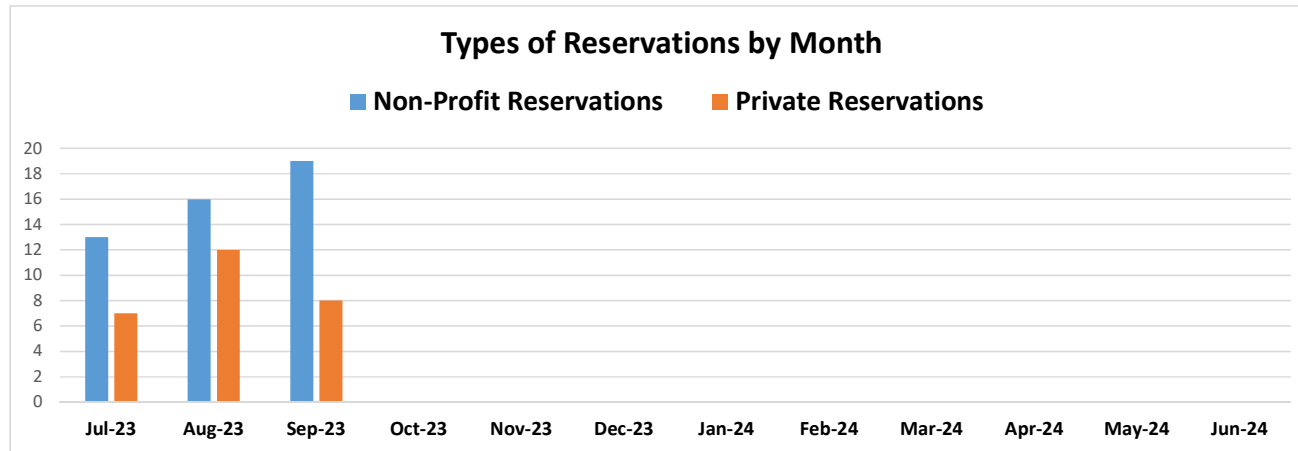
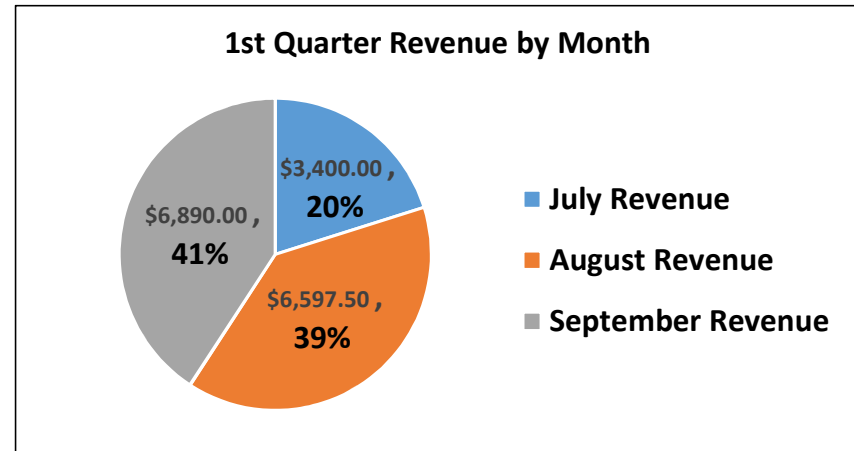
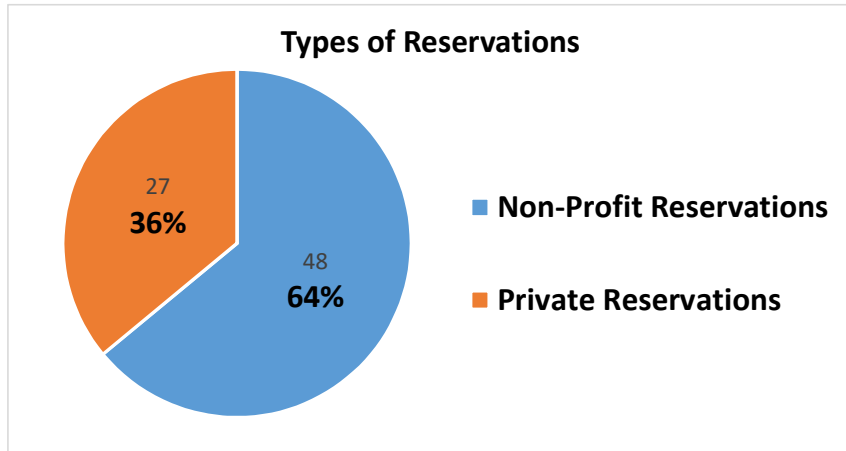


Non-Profit	Type of Event	Date	Time Reserved	Room(s) Reserved	Fee
<b>1st Quarter 2023-2024</b>					
Lewisville Historical Society	Bi-Monthly Memberships Meeting	July 10 & September 11	5:00pm-9:00pm	Shallow Ford & Kitchen	\$ -
Shallow Ford Foundation	New Board Orientation	July 10	5:00pm-8:00pm	Great Wagon	\$ -
	Mentor Workshop	July 31	9:00am-12:00pm	Shallow Ford & Kitchen	\$ -
	Board Meeting	August 9	10:00am-11:00am	Great Wagon	\$ -
Boy Scouts	Weekly Meeting	Every Monday July-September	7:00pm-8:30pm	Vienna	\$ -
	Award Banquet	August 31	4:00pm-9:00pm	Shallow Ford, Lewisville, & Kitchen	\$187.50
Forsyth Home Educators	Board Game Group	Every Tuesday from July 18-September	2:00pm-4:00pm	Lewisville	\$ -
	Chess Club	1st and 3rd Thursday of August & September	1:00pm-2:30pm	Lewisville	\$ -
	Workshop	September 13	2:30pm-5:00pm	Shallow Ford	\$ -
Winston-Salem/Forsyth County Schools	Teacher Academy	July 25-26	8:00am-4:00pm	Lewisville	\$ -
South Fork Elementary (W-S)	Staff Training	August 17, 2023	8:00am-3:30pm	Shallow Ford, Lewisville, & Kitchen	\$300.00
Girl Scouts					
Service Unit 144	Monthly Meeting	August 2 & September 6	5:30pm-7:30pm	Shallow Ford	\$ -
Troop 40052	Bi-Weekly Meeting	Every other Thursday in September	6:30pm-7:30pm	Vienna	\$ -
Troop 40047	Bi-Weekly Meeting	Every other Thursday in September	5:30pm-8:00pm	Magnolia	\$ -
Lewisville Civic Club	Monthly Meeting	July 20, August 17, September 21	5:30pm-8:30pm	Shallow Ford & Kitchen	\$ -
American Legion Post 522	Monthly Meeting	September 7, 2023	7:00pm-9:00pm	Lewisville	\$ -
Auxilliary	Monthly Meeting	September 7, 2023	6:30pm-8:30pm	Shallow Ford & Kitchen	\$ -
1st Quarter Non-Profit Revenue					\$ 487.50

Type of Reservation	Date	Time Frame	Room(s) Rented	Revenue	Resident
Graduation Party	July 1, 2023	5:00pm-10:00pm	Lewisville	\$ 475.00	No
Gathering	July 2, 2023	6:00pm-10:00pm	Lewisville	\$ 400.00	No
Family Gathering	July 8, 2023	4:00pm-8:00pm	Shallow Ford & Kitchen	\$ 375.00	Yes
Church Group Monthly Meeting	July 9, 2023	11:00am-4:00pm	Shallow Ford & Kitchen	\$ 325.00	Yes
Nanzetta HOA Annual Meeting	July 12, 2023	6:00pm-10:00pm	Vienna	\$ 300.00	No
Get Together	July 23, 2023	10:00am-4:00pm	Shallow Ford, Lewisville, & Vienna	\$ 1,050.00	Yes
Baby Shower	July 29, 2023	12:00pm-6:00pm	Shallow Ford & Kitchen	\$ 475.00	No
<b>July Revenue</b>				<b>\$ 3,400.00</b>	
Celebration of Life	August 5, 2023	11:00am-5:00pm	Shallow Ford, Lewisville, & Kitchen	\$ 825.00	Yes
Party	August 11, 2023	2:00pm-10:00pm	Shallow Ford, Lewisville, & Kitchen	\$ 1,075.00	Yes
1st Birthday Party	August 12, 2023	10:00am-2:00pm	Vienna	\$ 300.00	No
South Fork Elementary	August 17, 2023	8:00am-3:30pm	Shallow Ford, Lewisville, & Kitchen	\$ 300.00	NP
Gold Award Project	August 18, 2023	12:00pm-1:00pm	Great Wagon	\$ 125.00	No
Baby Shower	August 19, 2023	11:00am-4:00pm	Shallow Ford & Kitchen	\$ 425.00	No
Baby Shower	August 19, 2023	11:00am-3:00pm	Vienna	\$ 200.00	Yes
Birthday Party	August 19, 2023	12:00pm-4:00pm	Lewisville	\$ 400.00	No
Community Group	August 20, 2023	11:00am-6:00pm	Lewisville	\$ 625.00	No
Monthly Church Group	August 20, 2023	11:00am-5:00pm	Shallow Ford & Kitchen	\$ 375.00	Yes
Decorating	August 25, 2023	6:00pm-10:00pm	Vienna	\$ 300.00	No
Graduation Party	August 26, 2023	12:00pm-5:00pm	Vienna	\$ 350.00	No
Birthday Party	August 26, 2023	2:00pm-10:00pm	Shallow Ford, Lewisville, & Kitchen	\$ 1,075.00	Yes
<b>Damage to Wall</b>				<b>\$ 35.00</b>	
Award Banquet	August 31, 2023	4:00pm-9:00pm	Shallow Ford, Lewisville, & Kitchen	\$ 187.50	NP
<b>August Revenue</b>				<b>\$ 6,597.50</b>	
Liberty Homecare Gala Event	September 2, 2023	12:00pm-8:00pm	Shallow Ford, Lewisville, Vienna, & Kitchen	\$ 2,475.00	Yes
Birthday Party	September 3, 2023	2:00pm-10:00pm	Shallow Ford, Lewisville, & Kitchen	\$ 1,275.00	No
Baby Shower	September 9, 2023	1:00pm-5:00pm	Lewisville	\$ 400.00	No
Baby Shower	September 9, 2023	1:00pm-5:00pm	Shallow Ford & Kitchen	\$ 375.00	No
Gender Reveal	September 16, 2023	12:00pm-4:00pm	Vienna	\$ 300.00	No
Rainbow Tea	September 16, 2023	1:00pm-7:00pm	Shallow Ford & Kitchen	\$ 315.00	Yes
Birthday Party	September 23, 2023	6:00pm-10:00pm	Shallow Ford, Lewisville, & Kitchen	\$ 575.00	Yes
Breast Cancer Conference	September 30, 2023	9:00am-2:00pm	Shallow Ford, Lewisville, & Vienna	\$ 1,175.00	No
<b>September Revenue</b>				<b>\$ 6,890.00</b>	
<b>1st Quarter Revenue</b>				<b>\$16,887.50</b>	
<b>Fiscal Year Total</b>				<b>\$16,887.50</b>	

	Jul-23	Aug-23	Sep-23	Total
Non-Profit Reservations	13	16	19	48
Private Reservations	7	12	8	27
Programs	44	58	55	157
	64	86	82	232

Combined Reservations	75
# of Programs	157





**RESOLUTION 2023-044 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 two months ended August 31, 2023; and

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

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

Adopted this the 12<sup>th</sup> day of October 2023 by the Lewisville Town Council.

ATTEST:

\_\_\_\_\_  
Mike Horn, Mayor

\_\_\_\_\_  
Dora K. Moore, Town Clerk

**Town of Lewisville  
Financial Budget to Actual Report - General Fund  
Two Months Ended August 31, 2023**

**General Fund**

Revenues	Budget	Revenue Year to Date	Revenue Over (Under) Budget	Percentage Collected
Property Tax Collections	\$ 2,993,220.00	\$ -	\$ (2,993,220.00)	0.00%
Sales Tax Revenue	1,272,770.00	-	(1,272,770.00)	0.00%
Other Revenues	1,515,280.00	51,185.66	(1,464,094.34)	3.38%
Transfer from ARPA Special Revenue Fund	-	-	-	-
<b>Subtotal</b>	<b>5,781,270.00</b>	<b>\$ 51,185.66</b>	<b>\$ (5,730,084.34)</b>	<b>0.89%</b>
Appropriation from Fund Balance	597,298.00			
<b>Total</b>	<b>\$ 6,378,568.00</b>			

Departments	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Governing Body	\$ 363,052.00	\$ 48,176.49	\$ 41,373.75	\$ 273,501.76	24.67%
Administration	955,200.00	175,388.77	31,850.67	747,960.56	21.70%
Finance	292,977.00	56,887.15	306.48	235,783.37	19.52%
Debt Service	228,800.00	228,800.00	-	-	100.00%
Planning & Zoning	466,340.00	43,508.18	151,529.52	271,302.30	41.82%
Beautification	115,407.00	13,579.76	88,600.70	13,226.54	88.54%
Community Policing	824,750.00	5,800.00	793,793.00	25,157.00	96.95%
Public Safety	15,075.00	1,083.36	-	13,991.64	7.19%
Public Works	557,091.00	62,933.59	47,151.70	447,005.71	19.76%
Streets	292,865.00	121,727.74	37,260.86	133,876.40	54.29%
Powell Bill	386,550.00	308,364.51	-	78,185.49	79.77%
Storm Water	152,642.00	7,456.00	96,514.96	48,671.04	68.11%
Solid Waste	1,077,790.00	72,965.62	-	1,004,824.38	6.77%
Recycling	9,215.00	-	-	9,215.00	0.00%
Parks and Recreation	350,623.00	74,399.31	45,632.50	230,591.19	34.23%
Transfers to Capital Projects Funds	165,191.00	165,191.00	-	-	100.00%
Transfers to Capital Reserves	125,000.00	125,000.00	-	-	100.00%
<b>Total</b>	<b>\$ 6,378,568.00</b>	<b>\$ 1,511,261.48</b>	<b>\$ 1,334,014.14</b>	<b>\$ 3,533,292.38</b>	<b>44.61%</b>

General Fund Balance 7/1/2022	\$ 7,943,133.05
Increase (Decrease) FY 2022-2023 (Preliminary)	(1,921,211.11)
Year-to-Date Increase (Decrease) FY 2023-2024	(1,460,075.82)
General Fund Balance 8/31/2023	<u>\$ 4,561,846.12</u>

**Town of Lewisville  
Financial Budget to Actual Report - Willow Run Municipal Service District  
Two Months Ended August 31, 2023**

***Willow Run Municipal Service District***

Revenues	Budget	Revenue Year to Date	Revenue Over (Under) Budget	Percentage Collected
Revenues	\$ 39,352.00	\$ 1,432.23	\$ (37,919.77)	3.64%
<b>Subtotal</b>	39,352.00	<b>\$ 1,432.23</b>	<b>\$ (37,919.77)</b>	<b>3.64%</b>
Appropriation from Fund Balance	-			
<b>Total</b>	<b>\$ 39,352.00</b>			

	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Expenditures	\$ 39,352.00	\$ -	\$ -	\$ 39,352.00	0.00%
<b>Total</b>	<b>\$ 39,352.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 39,352.00</b>	<b>0.00%</b>

MSD Fund Balance 7/1/2022	\$ 192,445.34
Increase (Decrease) FY 2022-2023 (Preliminary)	40,789.62
Year-to-Date Increase (Decrease) FY 2023-2024	1,432.23
MSD Fund Balance 8/31/2023	<u><u>\$ 234,667.19</u></u>



**Town of Lewisville  
August 31, 2023**

<b>Capital Reserve Funds</b>					
	Fund Balance 7/1/2023	Transfers In	Transfers Out	Investment Earnings	Fund Balance 8/31/2023
GWR ROW/Construction Capital Reserve	\$ 1,090,536.88	\$ -	\$ -	\$ 9,548.64	\$ 1,100,085.52
Sidewalks, Bike Paths, and Greenways Capital Reserve	163,166.47	25,000.00	(188,100.00)	1,262.52	1,328.99
Municipal Buildings/Land Capital Reserve	135,263.38	-	-	1,184.35	136,447.73
Public Works Facility Capital Reserve	855,960.81	-	-	7,494.71	863,455.52
Parks & Recreation Capital Reserve	414,845.38	100,000.00	(459,854.22)	1,977.70	56,968.86
<b>Total</b>	<b>\$ 2,659,772.92</b>	<b>\$ 125,000.00</b>	<b>\$ (647,954.22)</b>	<b>\$ 21,467.92</b>	<b>\$ 2,158,286.62</b>

<b>American Rescue Plan Act Special Revenue Fund</b>	
American Rescue Plan Act funding received	\$ 4,024,471.50
Transferred to General Fund to reimburse for general government services - revenue replacement - FY 2021-2022	(1,208,168.14)
Transferred to General Fund to reimburse for general government services - revenue replacement - FY 2022-2023	(1,105,602.57)
Investment earnings	109,959.54
<b>American Rescue Plan Act Special Revenue Fund - Cash Balance 8/31/2023</b>	<b>\$ 1,820,660.33</b>

**Town of Lewisville  
August 31, 2023**

<b>Capital Projects Funds - Since Inception</b>								
	Revenue	Expenditures	Transfers In	Transfers Out	Investment Earnings	Loan Proceeds	Fund Balance 8/31/2023	Budget
GWR ROW/Construction Capital Project	\$ 221,684.95	\$(1,093,360.03)	\$ 1,563,000.00	\$ -	\$ 78,954.16	\$ -	\$ 770,279.08	\$ 1,563,800.00
JWP Maintenance Facility/Playground Expansion Capital Project	-	(35,481.33)	55,000.00	(21,270.78)	1,752.11	-	(0.00)	\$ 55,000.00
Gateway Project Capital Project	882,728.83	(1,404,712.77)	1,591,667.00	-	44,326.33	-	1,114,009.39	\$ 3,874,874.00
Community Center Capital Project	100,000.00	(4,789,472.19)	2,947,137.00	-	11,040.77	2,000,000.00	268,705.58	\$ 4,947,137.00
Roundabout at Lewisville-Vienna Road and Robinhood Road Capital Project	237,617.67	(298,036.09)	560,297.00	-	21,866.34	-	521,744.92	\$ 2,801,485.00
Jack Warren Park Improvements	-	-	481,125.00	-	2,502.66	-	483,627.66	\$ 520,645.00
Lewisville-Vienna Multipurpose Path	-	-	353,291.00	-	710.25	-	354,001.25	\$ 1,766,453.00
<b>Total</b>	<b>\$ 1,442,031.45</b>	<b>\$(7,621,062.41)</b>	<b>\$ 7,551,517.00</b>	<b>\$ (21,270.78)</b>	<b>\$ 161,152.62</b>	<b>\$2,000,000.00</b>	<b>\$ 3,512,367.88</b>	<b>\$ 15,529,394.00</b>

**Lewisville Town Council**  
**Briefing and Action Meeting Minutes**  
**September 7, 2023 – 6:30 PM**  
**Lewisville Town Hall 2<sup>nd</sup> 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, and Ken Sadler. Also attending were Town Manager James Ayers, Assistant Town Manager/Planning Director Stacy Tolbert, Finance Director Pam Orrell, Town Clerk Dora Moore, Public Works Director Jon Hanna, and Attorney Elliot Fus. Council Members David Smitherman and Jane Welch were absent.
- B. Adoption of Agenda – Council Member Hunt moved to approve the agenda. The motion was seconded by Mayor Pro Tem Foster and approved unanimously.

**2. Items Requiring Council Direction**

- A. Facility use exemption requests at Mary Alice Warren Community Center (MAWCC)
- i. Lewisville-Clemmons Chamber of Commerce
- a. Family Game Night – January 27 – In July, Council approved the use of the three multi-purpose rooms at MAWCC for a Family Game Night event. Response has been so great that the entire MAWCC facility is needed. This item will be placed on the September 14, 2023 agenda for consideration.
- b. Leadership Lewisville/Clemmons – February 1 & June 6 – The Chamber is requesting use of the Shallowford and Lewisville rooms and kitchen for their 2024 Leadership Lewisville-Clemmons sessions on February 1 for the Local Government Day and June 6 for the Human Services Day classes. This item will be placed on the September 14, 2023 agenda for consideration.
- ii. Winston-Salem/Forsyth County Planning & Development Services
- a. Comprehensive Plan public meeting – October 25 – This request is for a public input session on the new Legacy Comprehensive Plan, Forward 2045 on October 25 beginning around 5:30 PM. They are requesting the Lewisville and Vienna rooms. This item will be placed on the September 14, 2023 agenda for consideration.
- B. Non-profit funding policy discussion – To begin the discussion, Manager Ayers shared that the School of Government (SOG) has said “local governments have broad authority to appropriate monies to private entities (including nonprofits, corporations, associations, and individuals). The monies, however, must be expended by the private entities only on projects, services, or activities that the local government could have supported directly.” In recent weeks, the Town has received three types of non-profit funding requests: 1) in-kind for facility exemption fee; 2) one-time grant; and 3) recurring appropriation. The Special Projects Review Committee received a request from Lewisville Community Assistance Program (LCAP) for \$5,000 for their food pantry program. Consensus of the committee was to 1) continue with the current in-kind project (food drive at the October 14 bluegrass concert); 2) review the non-profit process and future funding with Council in September; and, 3) make a determination on the current request following Council feedback. It was noted that funding for non-profit requests is not in the budget. When funding is approved, a budget amendment is needed. Council Member Franklin shared that in the past the Town had a \$5,000 budget line item whereby funding was given up to one or more organizations upon request. Council Member Hunt shared that the committee was looking for some type of prioritization of funding in terms of Council priorities. After a great deal of discussion, Council consensus was to continue funding nonprofits. The LCAP request will return to the Special Projects Review Committee for a recommendation to Council.

As an example of the third type of non-profit funding request, Manager Ayers also shared that the Nissen House has requested a recurring appropriation to fund a part-time employee at \$16,000/year. Council consensus was to not fund ongoing funding or staffing requests of nonprofits. Manager Ayers shared copies of the Nissen House funding package with Council and Council discussed the request.

Council consensus was given to place a freeze on all nonprofit funding requests.

### 3. **Items Requiring Action at Briefing**

- A. Resolution 2023-036 – Directing Clerk to investigate annexation petition – Lake at Lissara Phase II Section VII – Mrs. Moore shared with Council an annexation petition for Lake at Lissara Phase II Section VII. Council Member Franklin moved to approve Resolution 2023-036. The motion was seconded by Council Member Sadler and approved unanimously. *(Resolution 2023-036 is herein incorporated by reference into the minutes.)*

### 4. **Old Business** – None

### 5. **Administrative Reports**

- A. Clerk
  - i. Summer Student Leadership – Eleven students attended the Summer Student Leadership on August 15. Staff is evaluating ways to continue improving the program.
  - ii. Candidate Forum – October 19, 7:30 PM, Town Hall – Sponsored by Lewisville Civic Club
  - iii. CPR Class – November 3, 1 PM, MAWCC – As of today, there have been thirty registrations.
  - iv. Newly Elected Officials Orientation – November 30, 5:30-7 PM, MAWCC
  - v. Council and staff Christmas lunch – December 6, 12 PM, MAWCC

### 6. **Tentative Agenda Items for Regular Meeting on September 14, 2023**

- A. **Consent Agenda**
  - i. Resolution 2023-037 – Financial statements for one month ended July 31, 2023
  - ii. Approval of Agenda Briefing Minutes – August 3, 2023
  - iii. Approval of Regular Meeting Minutes – August 10, 2023
- B. **Introductions, Recognitions, Presentations and/or Proclamations**
  - i. **Presentations**
    - a. **Sheriff's Office**
      - 1. Monthly report
      - 2. Introduction of Officer Chris Faw
  - ii. **Proclamation**
    - a. **Constitution Week**
- C. **New Business**
  - i. Certificate of Sufficiency - Annexation request – Lake at Lissara Phase II Section VII
  - ii. Resolution 2023-038 – Setting public hearing for annexation request – Lake at Lissara Phase II Section VII
  - iii. Resolution 2023-039 – Setting public hearing for rezoning request – Lake at Lissara Phase II Section VII
  - iv. Resolution 2023-040 – Setting public hearing for special use permit for PRD request – L-106 - Lake at Lissara Phase II Section VII
  - v. Resolution 2023-041 – Benevolence Policy
    - a. Mrs. Moore shared a proposed Benevolence Policy with Council. The Town does not have a written policy and the proposed policy outlines current Town practices.

7. **For the Good of the Order**

- A. I'm One of the Reasons Lewisville is a Great Place to Live (IOOTRLIAGPTL) – Mayor Horn shared his request to nominate Nate Barry for the award. Mr. Barry is 8-years old and has raised over \$15,000 this summer for cancer research.
- B. Mountaineer replacement – The Town's 23-year old Mountaineer is proposed to be replaced with a Toyota RAV4 plug-in, hybrid-electric. Manager Ayers has received notification the vehicle is not available in this region and a factory order could possibly take a year. He reported that other hybrid-electric vehicles like the RAV4 hybrid and Ford Maverick are available. The purchase of one of these could save some upfront costs and would be delivered sooner.

8. **Adjournment** – Council Member Hunt moved to adjourn the meeting at 7:58 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**  
**September 14, 2023 – 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, and Jane Welch. Also attending were Town Manager James Ayers, Assistant Town Manager/Planning Director Stacy Tolbert, Town Clerk Dora Moore, Finance Director Pam Orrell, Public Works Director Jon Hanna, Communications Specialist Veronica Leasure, and Town Attorney Elliot Fus. Council Member David Smitherman was not in attendance.

Mayor Horn recognized candidate, Monte Long, and Summer Student Leadership participant, Damari Robertson.

- B. Invocation – Council Member Ken Sadler  
C. Pledge of Allegiance – Council Member Jane Welch  
D. Adoption of Agenda – Council Member Franklin moved to approve the agenda. The motion was seconded by Mayor Pro Tem Foster and approved unanimously.

**2. Consent Agenda**

- A. Resolution 2023-037 – Financial statements for one month ended July 31, 2023  
B. Approval of Agenda Briefing Minutes – August 3, 2023  
C. Approval of Regular Meeting Minutes – August 10, 2023

Council Member Hunt moved to approve the consent agenda items. The motion was seconded by Council Member Welch and approved unanimously. *(Resolution 2023-037 is herein incorporated by reference into the minutes.)*

**3. Presentations, Introductions and/or Proclamations**

- A. Recognition  
i. I'm One of the Reasons Lewisville is a Great Place to Live – Mayor Horn presented Nate Barry with the I'm One of the Reasons Lewisville is a Great Place to Live award. Eight-year old Nate raised over \$16,000 this summer for Tap Cancer Out. Nate is a Jiu-Jitsu and Muay Thai fighter. His parents are Gene and Samantha Barry. *(Certificate is included with the minutes.)*



**B. Presentations**

- i. Forsyth County Sheriff's Office – Sergeant Stringer shared current call statistics. Condolences were extended to the Sheriff's Office for the recent loss of Deputy Auston Reudelhuber.

2023													
TYPE OF INCIDENT	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Total calls for service	872	676	751	758	754	800	734	769					6114
Security Check	570	396	136	446	442	518	388	464					3360
Traffic Arrest / Violation	49	47	51	75	41	35	30	72					400
Alarm	17	23	23	22	15	16	20	7					143
Priority Call Response Time	5.2	3.6	5.2	5.3	5	5.5	5	4.1					38.9
2022													
TYPE OF INCIDENT	JAN	FEB	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Total calls for service	700	532	608	586	492	559	586	612					
Security Check	258	253	275	297	177	245	285	293					
Traffic Arrest / Violation	26	17	61	59	19	25	37	44					
Alarm	15	21	14	22	21	15	23	26					
Priority Call Response Time	6.4	5	5.5	5	5.2	5	5	5.7					

**FORSYTH COUNTY SHERIFF'S OFFICE**

**LEWISVILLE**

		August 2022	August 2023	Difference
<b>CRIMES AGAINST PERSONS</b>	Aggravated Assaults	1	1	0
	Simple Assault	8	5	-3
	Communicating Threats	0	4	4
	<b>Sub-Total</b>	9	10	1
<b>CRIMES AGAINST PROPERTY</b>	Burglary	3	2	-1
	Larceny	8	4	-4
	Motor Vehicle Theft	1	0	-1
	Forgery	1	1	0
	Fraud	3	1	-2
	Vandalism	1	5	4
	<b>Sub-Total</b>	17	13	-4
<b>CRIMES AGAINST SOCIETY</b>	Drug Offenses	2	10	8
	Weapons Violation	0	1	1
	<b>Sub-Total</b>	2	11	9
<b>GROUP B</b>	Trespassing	1	0	-1
	Family Offenses	1	0	-1
	All Other Offenses	49	29	-20
	<b>Sub-Total</b>	51	29	-22
<b>TOTAL</b>		79	63	-16

**C. Proclamations**

- i. Constitution Week – Mayor Pro Tem Foster moved to approve Proclamation 2023-003 declaring September 17-23, 2023 Constitution Week. Motion was seconded by Council Member Franklin and approved unanimously. *(Proclamation 2023-003 is herein incorporated by reference into the minutes.)*

4. **Public Forum** – No comments.

5. **Old Business** – None

6. **New Business**

- A. Certificate of Sufficiency - Annexation request – Lake at Lissara Phase II Section VII – Mrs. Moore reported that the annexation petition received for Lake at Lissara Phase II Section VII did not have any negative findings. *(Certificate of Sufficiency is included with the minutes.)*
- B. Resolution 2023-038 – Setting public hearing for annexation request – Lake at Lissara Phase II Section VII – Council Member Franklin moved to approve Resolution 2023-038. The motion was seconded by Council Member Sadler and approved unanimously. *(Resolution 2023-038 is herein incorporated by reference into the minutes.)*
- C. Resolution 2023-039 – Setting public hearing for rezoning request – Lake at Lissara Phase II Section VII – Mrs. Tolbert reported the rezoning is contingent upon Council annexing the parcels as requested in the annexation petition. They would be assigned RS40 zoning district. Council Member Hunt moved to approve Resolution 2023-039. The motion was seconded by Mayor Pro Tem Foster and approved unanimously. *(Resolution 2023-039 is herein incorporated by reference into the minutes.)*
- D. Resolution 2023-040 – Setting public hearing for special use permit for PRD request – L-106 - Lake at Lissara Phase II Section VII – Council Member Hunt moved to approve Resolution 2023-040. The motion was seconded by Council Member Welch and passed unanimously. *(Resolution 2023-040 is herein incorporated by reference into the minutes.)*
- E. Resolution 2023-041 – Benevolence Policy – Mrs. Moore presented a draft Benevolence Policy for Council consideration noting the Town does not currently have a written policy and the policy was developed based upon current practice. Council Member Hunt moved to approve Resolution 2023-034. The motion was seconded by Council Member Welch and passed unanimously. *(Resolution 2023-041 is herein incorporated by reference into the minutes.)*
- F. Resolution 2023-042 – Facility Fee Exemption – Lewisville-Clemmons Chamber of Commerce – Council Member Franklin moved to approve Ordinance 2023-033. The motion was seconded by Council Member Sadler and approved unanimously. *(Resolution 2023-042 is herein incorporated by reference into the minutes.)*
- G. Resolution 2023-043 – Facility Fee Exemption – Winston-Salem/Forsyth County Planning & Development Services – Mayor Pro Tem Foster moved to approve Resolution 2023-043. The motion was seconded by Council Member Welch and passed unanimously. Council Member Franklin noted Forsyth County is mailing random surveys and encouraged residents to respond if they receive a survey. *(Resolution 2023-043 is herein incorporated by reference into the minutes.)*

7. **Administrative Reports**

- A. Upcoming events and closings
  - i. September 15 – Paddington II movie
  - ii. September 23 – Eyes of Silver – Doobie Brothers Tribute Band – 7-9 PM
  - iii. October 6 – Ghost Busters Answer the Call movie
- B. Clerk's Report
  - i. Summer Student Leadership update
    - a. Eleven students attended the day-long session on August 15. Staff is already evaluating ways to improve the session in 2024. Council Member Welch thanked Council Member Hunt and staff for their work with Student Leadership. Council Member Hunt would like this to be discussed at the Council Retreat on how to include middle and high school students with some guidance given to staff.

- ii. Candidate Forum – October 19, 7:30 PM, Town Hall – Sponsored by Lewisville Civic Club
  - a. The forum will also be broadcasted live on Channel 6 and then on a rotation through Election Day.
- iii. CPR Class – November 3, 1 PM, MAWCC
  - a. Thirty registrations have been received thus far and the class is sponsored by the Lewisville Fire Department.
- iv. Newly Elected Officials Orientation – November 30, 5:30-7 PM, MAWCC
- C. Approvals at the Briefing and Action Meeting on September 7, 2023
  - i. Resolution 2023-036 – Directing Clerk to investigate annexation petition – Lake at Lissara Phase II Section VII

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

- A. Public comments – None
- B. Council comments
  - i. Council Member Franklin encouraged residents to give blood to help others. Mayor Pro Tem Foster shared that recent reports state donations are down 25% nationally.
  - ii. Council Member Hunt thanked those in attendance noting that it was particularly nice to have so many young people attending.

9. **Adjournment** – Council Member Hunt moved to adjourn the meeting at 7:39 PM. The motion was seconded by Council Member Franklin and approved unanimously.

ATTEST:

\_\_\_\_\_  
Mike Horn, Mayor

\_\_\_\_\_  
Dora K. Moore, Town Clerk



**ORDINANCE 2023-036 OF THE TOWN OF LEWISVILLE  
EXTEND THE TOWN OF LEWISVILLE CORPORATE LIMITS TO INCLUDE  
LAKE AT LISSARA PHASE II SECTION VII**

**WHEREAS**, the Town of Lewisville has been petitioned under NCGS 160A-31 to annex the area described below; and,

**WHEREAS**, the Lewisville Town Council has by resolution directed the town Clerk to investigate the sufficiency of the petition requesting annexation of property known as Lake at Lissara Phase II Section VII into the Town of Lewisville; and,

**WHEREAS**, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Lewisville Town Hall, 6510 Shallowford Road, at 7 PM on Thursday, October 12, 2023 after due notice by the Winston-Salem Journal on Thursday, September 28, 2023;

**WHEREAS**, the Lewisville Town Council finds that the petition meets the requirements of NCGS 160A-31.

**NOW, THEREFORE, BE IT ORDAINED BY THE LEWISVILLE TOWN COUNCIL** that:

Section 1. By virtue of the authority granted by NCGS 160A-31, the following described territory is hereby annexed and made part of the Town of Lewisville as of October 12, 2023:

**Lake at Lissara Phase II Section VII**

PIN 5875-29-4961 – 0 Lissara Lodge Drive, Lewisville, NC 27023

PIN 5875-29-8787 (a portion of) – 306 Plemmons Road, Lewisville, NC 27023

PIN 5875-29-7983 – 400 Plemmons Road, Lewisville, NC 27023

PIN 5875-29-2768 (a portion of) – 0 Lissara Lodge Drive, Lewisville, NC 27023  
PIN 5875-39-2826 (a portion of) – 283 Plemmons Road, Lewisville, NC 27023

OFFICIAL METES AND BOUNDS:

Beginning at a ½" iron pipe in the northwest corner of property currently owned by Justin and Natalie Myers (PIN: 5875-39-0196, DB 3489, Pg 583), The same point having a NC Grid coordinate (NAD83 2011) value of N: 859,611.53', E: 1,572,748.23; Thence along the common line with Plemmons (DB 2932, Pg 1386) the following 2 calls: N02°20'39"E 87.65' to a ½" iron rebar; Thence N89°05'03"W 430.57' to a ¾" iron pipe; Thence along the common line with The Lake At Lissara HOA, Inc (DB 3498 Pg 4101) N01°37'50"E 30.40' to a point; Thence on a line through the property of The Lake at Lissara HOA, Inc N38°14'01"W 114.60' to a point in the southern Right-of-way line of Lissara Lodge Dr; Thence following the southern Right-of-way the following 4 calls: N51°27'58"E 108.49' to a point; on a curve to the right with a chord bearing N63°05'14"E 69.12' and radius of 175.00'; Thence N74°28'38"E 136.88' to a point; Thence on a curve to the left with a chord bearing N59°11'05"E 118.79' and a radius of 225.40' to a point; Thence leaving the Right-of-way and following the property of Lissara Land, LLC (PIN: 5876-20-6080, PB 70, Pg 174) S16°52'36"E 82.05' to a point; Thence N74°19'24"E 304.43' to a point; Thence going through part of the property of Jeffrey Ferner (DB 2760, Pg 3657) and within the Plemmons road right-of-way the following 4 calls: S17°07'40"W 72.34' to a point; Thence on a curve to the left with a chord bearing S34°07'18"E 27.62' and a radius of 126.72' to a point; Thence S40°22'44"E 119.34' to a point; Thence S49°30'38"W 19.08' to a point in the northern line of Thomas L. Hall (DB 2856, Pg 1491) Thence through the property of Hall S49°30'38"W 338.34' to the POINT OF BEGINNING, Containing 4.04 acres more or less.

Section 2. Upon and after October 12, 2023, the above described territory shall be subject to all debts, laws, ordinance and regulations in force in the Town of Lewisville and shall be entitled to the same privileges and benefits as other parts of the of the Town of Lewisville. Said territory shall be subject to municipal taxes according the NCGS 160A-58.10.

Section 3. The Mayor of the Town of Lewisville shall cause to be recorded in the office of the Forsyth County Register of Deeds and the office of the North Carolina Secretary of State an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of the ordinance. Such map shall also be delivered to the Forsyth County Board of Elections as required by NCGS 163-288.1.

Adopted this the 12<sup>th</sup> day of October 2023 by the Lewisville Town Council.

ATTEST:

\_\_\_\_\_  
Dora K. Moore, Town Clerk

\_\_\_\_\_  
Mike Horn, Mayor



**ORDINANCE 2023-037 OF THE TOWN OF LEWISVILLE  
AMENDING THE TOWN OF LEWISVILLE'S ZONING ORDINANCE OF THE UNIFIED DEVELOPMENT  
ORDINANCES AND OFFICIAL ZONING MAP OF THE TOWN OF LEWISVILLE**

**LAKE AT LISSARA PHASE II SECTION VII (L-106)**

**BE IT ORDAINED BY THE LEWISVILLE TOWN COUNCIL** as follows:

Section 1. The Town of Lewisville Zoning Ordinance (Section B 6-2) of the Lewisville Unified Development Ordinances and the official zoning maps of the Town of Lewisville and Forsyth County, North Carolina are hereby amended by changing from RS-40C Forsyth County Zoning Jurisdiction to RS-40 Town of Lewisville Zoning Jurisdiction for the following described properties as:

**Lake at Lissara Phase II Section VII**

PIN 5875-29-4961 – 0 Lissara Lodge Drive, Lewisville, NC 27023

PIN 5875-29-8787 (a portion of) – 306 Plemmons Road, Lewisville, NC 27023

PIN 5875-29-7983 – 400 Plemmons Road, Lewisville, NC 27023

PIN 5875-29-2768 (a portion of) – 0 Lissara Lodge Drive, Lewisville, NC 27023

PIN 5875-39-2826 (a portion of) – 283 Plemmons Road, Lewisville, NC 27023

**OFFICIAL METES AND BOUNDS:**

Beginning at a ½" iron pipe in the northwest corner of property currently owned by Justin and Natalie Myers (PIN: 5875-39-0196, DB 3489, Pg 583), The same point having a NC Grid coordinate (NAD83 2011) value of N: 859,611.53', E: 1,572,748.23; Thence along the common line with Plemmons (DB 2932, Pg 1386) the following 2 calls: N02°20'39"E 87.65' to a ½" iron rebar; Thence N89°05'03"W 430.57' to a ¾"



iron pipe; Thence along the common line with The Lake At Lissara HOA, Inc (DB 3498 Pg 4101) N01°37'50"E 30.40' to a point; Thence on a line through the property of The Lake at Lissara HOA, Inc N38°14'01"W 114.60' to a point in the southern Right-of-way line of Lissara Lodge Dr; Thence following the southern Right-of-way the following 4 calls: N51°27'58"E 108.49' to a point; on a curve to the right with a chord bearing N63°05'14"E 69.12' and radius of 175.00'; Thence N74°28'38"E 136.88' to a point; Thence on a curve to the left with a chord bearing N59°11'05"E 118.79' and a radius of 225.40' to a point; Thence leaving the Right-of-way and following the property of Lissara Land, LLC (PIN: 5876-20-6080, PB 70, Pg 174) S16°52'36"E 82.05' to a point; Thence N74°19'24"E 304.43' to a point; Thence going through part of the property of Jeffrey Ferner (DB 2760, Pg 3657) and within the Plemmons road right-of-way the following 4 calls: S17°07'40"W 72.34' to a point; Thence on a curve to the left with a chord bearing S34°07'18"E 27.62' and a radius of 126.72' to a point; Thence S40°22'44"E 119.34' to a point; Thence S49°30'38"W 19.08' to a point in the northern line of Thomas L. Hall (DB 2856, Pg 1491) Thence through the property of Hall S49°30'38"W 338.34' to the POINT OF BEGINNING, Containing 4.04 acres more or less.

Section 2. This Ordinance shall be effective from and after its date of adoption.

Adopted and effective this the 12<sup>th</sup> day of October 2023 by the Lewisville Town Council with a vote of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Mike Horn, Mayor

\_\_\_\_\_  
Dora K. Moore, Town Clerk



**ORDINANCE 2023-038 OF THE TOWN OF LEWISVILLE  
SPECIAL USE PERMIT IN THE RS-40 ZONING DISTRICT  
ISSUED BY THE LEWISVILLE TOWN COUNCIL**

**LAKE AT LISSARA PHASE II SECTION VII (L-106)**

The Town of Lewisville hereby makes affirmative findings of fact from the evidence presented at the evidentiary hearing for the Lake at Lissara Phase II Section VII special use permit application and approval of site plan as follows, based upon the material and competent evidence presented at the public hearing on this the 12<sup>th</sup> day of October 2023:

1. The use will not materially endanger the public health or safety if located where proposed and developed according to the application and plan as submitted and approved; and,
2. The use meets all required conditions and specifications; and,
3. The use will not substantially injure the value of adjoining or abutting property or that the use is a public necessity; and,
4. The location and character of the use, if developed according to the application and plan submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Legacy Plan and Lewisville Comprehensive Plan.

Accordingly, the Lewisville Town Council hereby issues this special use permit for a Planned Residential Development (PRD) in the RS-40 zoning district in accordance with Section 2-5.59 and 6-1.5 of the Zoning Ordinance of the Unified Development Ordinances (UDO) to Lissara Land, LLC to be established on the following described property:

**Lake at Lissara Phase II Section VII**

PIN 5875-29-4961 – 0 Lissara Lodge Drive, Lewisville, NC 27023

PIN 5875-29-8787 (a portion of) – 306 Plemmons Road, Lewisville, NC 27023

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**OFFICIAL METES AND BOUNDS:**

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way line of Lissara Lodge Dr; Thence following the southern Right-of-way the following 4 calls: N51°27'58"E 108.49' to a point; on a curve to the right with a chord bearing N63°05'14"E 69.12' and radius of 175.00'; Thence N74°28'38"E 136.88' to a point; Thence on a curve to the left with a chord bearing N59°11'05"E 118.79' and a radius of 225.40' to a point; Thence leaving the Right-of-way and following the property of Lissara Land, LLC (PIN: 5876-20-6080, PB 70, Pg 174) S16°52'36"E 82.05' to a point; Thence N74°19'24"E 304.43' to a point; Thence going through part of the property of Jeffrey Ferner (DB 2760, Pg 3657) and within the Plemmons road right-of-way the following 4 calls: S17°07'40"W 72.34' to a point; Thence on a curve to the left with a chord bearing S34°07'18"E 27.62' and a radius of 126.72' to a point; Thence S40°22'44"E 119.34' to a point; Thence S49°30'38"W 19.08' to a point in the northern line of Thomas L. Hall (DB 2856, Pg 1491) Thence through the property of Hall S49°30'38"W 338.34' to the POINT OF BEGINNING, Containing 4.04 acres more or less.

This special use permit is further issued pursuant to approval of the site plan entitled Lake at Lissara Phase II Section VII and identified as Attachment A, attached hereto and incorporated herein.

The site shall be developed in accordance with Attachment A provided the property is developed in accordance with requirements of the Zoning Ordinance of the Unified Development Ordinance, meeting the overall density requirements of RS-40 zoning district as well as the PRD requirements as stated in Section 2-5.59 and other applicable laws, and the following additional conditions be met:

1. All comments from the Technical Review Committee shall be remedied.
2. A Staff Change shall be completed with the City/County Planning & Development Services Department to re-allocate open space required for the County-approved Planned Residential Development to a new location prior to the signing of final plat.

Adopted and effective this the 12<sup>th</sup> day of October 2023 by the Lewisville Town Council with a vote of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Mike Horn, Mayor

\_\_\_\_\_  
Dora K. Moore, Town Clerk



## STAFF REPORT

ITEM:	ORDINANCE 2023-039
SUBJECT:	DECLARING ROAD CLOSURE FOR CHRISTMAS PARADE
PREPARED BY:	DORA MOORE, TOWN CLERK
DATE SUBMITTED:	OCTOBER 5, 2023

### BACKGROUND/SUMMARY:

The annual Lewisville Christmas parade hosted by the Lewisville Civic Club will be held Sunday, December 10, 2023 at 3 PM. The parade, which attracts thousands of onlookers and one hundred parade entries, travels along Shallowford Road. For the safety of all, staff requests the closure of the following streets.

- Shallowford Road (SR 1001) from Lewisville-Vienna Road (SR 1308) to the Williams Road /Shallowford Road roundabout
- Shallowford Road (SR 1001) from the Williams Road /Shallowford Road roundabout to Belnette Drive
- Lewisville-Vienna Road (SR 1308) from Jennings Road/Grapevine Road (SR 1307) to the Great Wagon Road at Lewisville-Vienna Road for emergency services staging
- Streets along Shallowford Road: Great Wagon Road, Esso Lane, Conrad Circle, Shallowford Village Court, Styers Street, Lewisville-Clemmons Road, North Street and inclusive neighborhood, Lucy Lane, Arrow Leaf Drive, David McKee Street, Mock Garden Lane, Sunny Acres Drive, Belnette Drive and Brookside Drive and inclusive neighborhood

If approved by Council, the request will be forwarded to NC Department of Transportation for their approval.

### STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff recommends Ordinance 2023-039 be approved by Council.

### FISCAL IMPACT:

None

### ATTACHMENT(S):

Ordinance 2023-039 – Declaring road closure for Christmas parade



**ORDINANCE 2023-039 OF THE LEWISVILLE TOWN COUNCIL  
DECLARING ROAD CLOSURE FOR CHRISTMAS PARADE**

**WHEREAS**, the Lewisville Town Council acknowledges a long tradition of an annual Christmas parade provided by the Lewisville Civic Club for the pleasure of its residents; and

**WHEREAS**, the Lewisville Town Council acknowledges a parade requires approximately one and one half (1.5) hours to install signs and traffic control, and also requires approximately one and one half (1.5) hours for removing signs, traffic control, and minimal litter pickup; and,

**WHEREAS**, full litter removal will be completed by contract the following day; and

**WHEREAS**, roads will close to through traffic at 2:30 PM on the day of the parade; and,

**WHEREAS**, law enforcement agencies and emergency services have been notified of the closure; and,

**WHEREAS**, roads will be reopened at the conclusion of the parade; and

**WHEREAS**, the North Carolina Department of Transportation has reviewed the route cited below and determined there are no NCDOT projects or maintenance activities scheduled for the date of the parade.

**NOW, THEREFORE BE IT ORDAINED BY THE LEWISVILLE TOWN COUNCIL** pursuant to the authority granted by NCGS 20-169, that they do hereby declare a temporary road closure during the day and times set forth below on the following described portion(s) of a State Highway System Route:

**Date:** Sunday, December 10, 2023

**Time:** 1:30 PM until 5:30 PM

**Route Description:** Lewisville-Vienna Road (SR 1308) from the Great Wagon Road to Shallowford Road (SR 1001); from Shallowford Road (SR 1001) to the Williams Road/Shallowford Road Roundabout; right onto continuation of Shallowford Road (SR 1001) to right onto Belnette Drive (local); right onto David McKee Street (local); and left onto the Great Wagon Road (local)

**Additional Closures:**

- Lewisville-Vienna Road (SR 1308) from Jennings Road/Grapevine Road (SR 1307) to the Great Wagon Road at Lewisville-Vienna Road for emergency services staging
- Streets along Shallowford Road: Great Wagon Road, Esso Lane, Conrad Circle, Shallowford Village Court, Styers Street, Lewisville-Clemmons Road, North Street and inclusive neighborhood, Lucy Lane, Arrow Leaf Drive, David McKee Street, Mock Garden Lane, Sunny Acres Drive, Belnette Drive and Brookside Drive and inclusive neighborhood



**ORDINANCE 2023-039 OF THE LEWISVILLE TOWN COUNCIL  
DECLARING ROAD CLOSURE FOR CHRISTMAS PARADE**

This ordinance is to become effective when signs are erected giving notice of the limits and times of the parade and implementation of adequate traffic control to guide through vehicles around the parade route.

Adopted and enacted this the 12th day of October 2023 by the Lewisville Town Council.

ATTEST:

\_\_\_\_\_  
Mike Horn, Mayor

\_\_\_\_\_  
Dora K. Moore, Town Clerk

DRAFT



**RESOLUTION 2023-045 APPROVING A MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY  
AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT**

**WITNESSETH:**

**WHEREAS**, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

**WHEREAS**, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

**WHEREAS**, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

**WHEREAS**, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the Guidance and Technical Assistance Grant; and

**WHEREAS**, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

**WHEREAS**, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

**WHEREAS**, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

**WHEREAS**, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and



**WHEREAS**, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

1. Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and
2. Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and
3. Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

**WHEREAS**, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

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

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements as necessary in accordance with the League’s Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted this the 12<sup>th</sup> day of October, 2023.

TOWN OF LEWISVILLE

\_\_\_\_\_  
Mike Horn, Mayor

ATTEST:

\_\_\_\_\_  
Dora K. Moore, Town Clerk

**Exhibit A**  
MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL  
ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).

DRAFT

## **MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT**

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Lewisville (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

### **Article I. Overview.**

#### **1. Enabling Law and Regulation.**

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

#### **2. Grants Awarded to the NC League of Municipalities.**

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “**League Grants**”.

One or both of the League Grants fund this Agreement.

### **3. Status of the Parties.**

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

### **4. Services Offered.**

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League (“League Services”). See Exhibit A.
- Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

### **5. Additional Services.**

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

### **6. Term of Agreement.**

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

### **7. Termination of Agreement.**

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

#### **8. Duties of the Municipality.**

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at [www.sam.gov](http://www.sam.gov).

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

### **Article II. Scope of Funded Activities.**

#### **1. Scope of Services**

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

#### **2. Approved Budget.**

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

#### **3. Prior Approval for Changes.**

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

#### **4. Allowable Costs for Services Rendered.**

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

#### **4. Prohibited Uses of Funding.**

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

### **Article III. Compensation.**

#### **1. Payment of Funds.**

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

## **2. Invoices.**

Email invoices to [Accountspayablearp@nclm.org](mailto:Accountspayablearp@nclm.org). Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

## **Article IV. Compliance with Grant Agreement and Applicable Laws.**

### **1. Expenditure Authority.**

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

### **2. Conflicts of Interest; Gifts & Favors.**

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.



The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

### **3. Records Retention and Access.**

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

### **4. Suspension and Debarment.**

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at [www.sam.gov](http://www.sam.gov).

### **5. Byrd Anti-Lobbying Amendment.**

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

### **6. Publications.**

Any publications produced with funds from this Agreement shall display the following language: “This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury.”

## **7. Equal Opportunity and Other Relevant Federal Laws**

The Municipality agrees during the performance of this Agreement the following:

### **Civil Rights Laws.**

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

### **Fair Housing Laws.**

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

### **Disability Protections.**

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

### **Age Discrimination.**

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

### **Americans with Disabilities Act.**

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **Clean Air Act.**

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

### **Federal Water Pollution Control Act.**

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

**Hatch Act.**

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**Protections for Whistleblowers.**

In accordance with 41 U.S.C. § 4712, the Municipality may 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.

**Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.**

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

**Governmentwide Requirements for Drug-Free Workplace.**

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

**Increasing Seat Belt Use in the United States.**

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

**Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

**Article V. Limitations of Liability**

**1. Limitations of Liability.**

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

#### **Article VI. General Conditions.**

##### **2. Venue and Jurisdiction.**

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

##### **3. Nonwaiver.**

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

##### **4. Limitation of Authority.**

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

##### **5. Assignment.**

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

##### **6. Integration.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

### **7. North Carolina Public Records Law**

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

### **8. E-Verify**

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

### **9. Iran Divestment Act**

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

### **10. Companies Boycotting Israel Divestment Act**

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

*[Remainder of page left blank intentionally. Signatures are on following page.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

**NC LEAGUE OF MUNICIPALITIES:**

**MUNICIPALITY:  
TOWN OF LEWISVILLE**

\_\_\_\_\_  
a North Carolina municipal corporation

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rose Vaughn Williams

\_\_\_\_\_  
Name

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature ATTEST:

\_\_\_\_\_  
City/Town/Village Clerk (or designee)

## Exhibit A League Services

**In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.**

### **1. Cyber Security Assessment**

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

### **2. IT Evaluation**

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

### **3. Hardware and Software Acquisition**

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint



Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

**All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.**

#### **4. Hardware and Software Installation**

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

#### **5. Finance Evaluation and Assistance During Implementation**

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

#### **6. Ongoing Cyber Security Consulting**

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

#### **7. Accounting Assistance Efforts**

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

#### **8. Communication Services**

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

**6. Duties of the Municipality**

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; and (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality.

**7. Duties of the League Related to Data Security**

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

DRAFT



**ORDINANCE 2023-040 OF THE LEWISVILLE TOWN COUNCIL  
ACCEPTING PUBLIC STREET MAINTENANCE AND PUBLIC DEDICATION OF  
WOODVIEW RIDGE TRAIL AND WOODSIDE FOREST TRAIL**

**WHEREAS**, it is appropriate for the Town of Lewisville to maintain public streets; and

**WHEREAS**, the developers of Avalon subdivision have petitioned the Town of Lewisville to accept Woodview Ridge Trail and Woodside Forest Trail for public maintenance; and,

**WHEREAS**, asphalt lab tests have been provided showing Woodview Ridge Trail and Woodside Forest Trail meets or exceeds NCDOT Minimum Construction standards; and,

**WHEREAS**, a fifteen (15) month warranty letter has been received from the owner stating that any defect(s) of Woodview Ridge Trail and Woodside Forest Trail will be repaired at the owner's expense and the warranty period begins after Town acceptance of Woodview Ridge Trail and Woodside Forest Trail; and,

**WHEREAS**, there are no existing major or significant maintenance or construction deficiencies related to the continued safe public use of Woodview Ridge Trail and Woodside Forest Trail; and,

**WHEREAS**, the Lewisville Town Council has considered public interest in the town's acceptance of this street into the Town's municipal street maintenance program; and,

**WHEREAS**, the acceptance date shall be the later of the following: a) receipt of fifteen (15) month warranty bonds (one for each street) in the amount of \$25,000 covering the time frame of the warranty; or, b) completion of the construction punch list items and acceptance by the Town Manager or designee; and,

**WHEREAS**, Woodview Ridge Trail is an asphalt surfaced street that extends approximately 1756 linear feet +/- (as indicated on attached map); and,

**WHEREAS**, Woodside Forest Trail is an asphalt surfaced street that extends approximately 213 linear feet +/- (as indicated on attached map).

**NOW, THEREFORE BE IT ORDAINED THAT** the Lewisville Town Council authorizes the Town Manager to accept Woodview Ridge Trail and Woodside Forest Trail for public maintenance and extends all necessary jurisdictions to the appropriate town, county and state agencies and officials to administer the proper maintenance and repair of the right-of-way to the standards established or adopted by the Town of Lewisville once all conditions are met.



**ORDINANCE 2023-040 OF THE LEWISVILLE TOWN COUNCIL  
ACCEPTING PUBLIC STREET MAINTENANCE AND PUBLIC DEDICATION OF  
WOODVIEW RIDGE TRAIL AND WOODSIDE FOREST TRAIL**

**BE IT FURTHER ORDAINED BY THE LEWISVILLE TOWN COUNCIL** that Chapter 31 Article 6 of the Lewisville Town Code will be amended once the Town Manager accepts Woodview Ridge Trail and Woodside Forest into the Town’s maintenance system. 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.

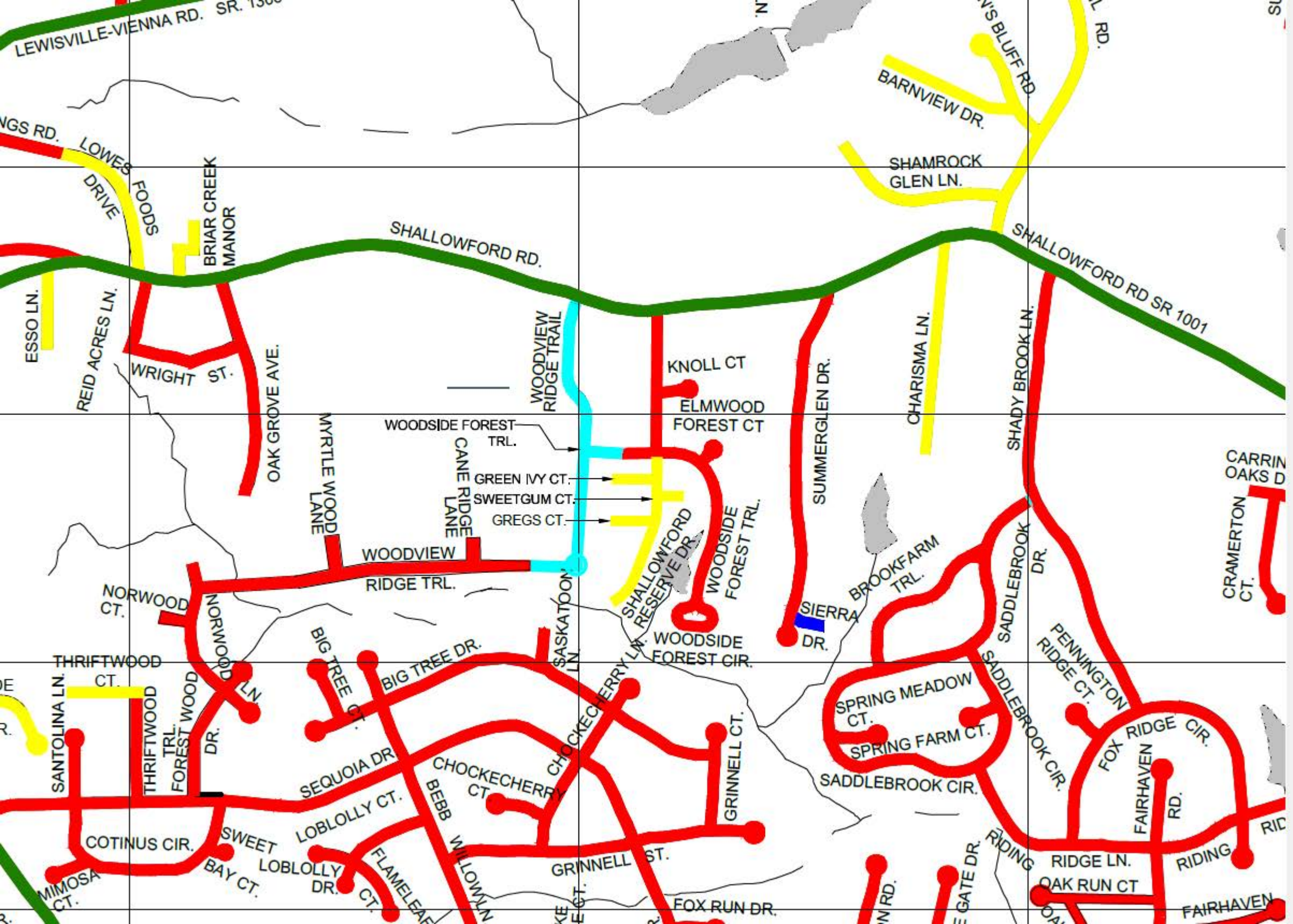
Adopted this the 12<sup>th</sup> day of October 2023 by the Lewisville Town Council.

ATTEST:

\_\_\_\_\_  
Mike Horn, Mayor

\_\_\_\_\_  
Dora K. Moore, Town Clerk

DRAFT





**ORDINANCE 2023-041 OF THE LEWISVILLE TOWN COUNCIL  
AMENDING CHAPTER 27-2 OF THE LEWISVILLE TOWN CODE  
REGARDING POSTED SPEED LIMIT ON  
WOODVIEW RIDGE TRAIL AND WOODSIDE FOREST TRAIL**

**WHEREAS**, the Town of Lewisville accepted Woodview Ridge Trail and Woodside Forest Trail into the Town’s maintenance system; and,

**WHEREAS**, Town Code Chapter 27-2 maintains a record of all posted speed limits.

**NOW, THEREFORE BE IT ORDAINED BY THE LEWISVILLE TOWN COUNCIL** that Chapter 27 Article 2 of the Lewisville Town Code is amended as follows:

- Woodview Ridge Trail – 25 mph – approximately 1756 linear feet +/- as indicated on attached map
- Woodside Forest Trail – 25 mph – approximately 213 linear feet +/- as indicated on attached map
- 

Adopted this the 12<sup>th</sup> day of October 2023 by the Lewisville Town Council.

ATTEST:

\_\_\_\_\_  
Mike Horn, Mayor

\_\_\_\_\_  
Dora K. Moore, Town Clerk

