

Lewisville Town Council
Regular Meeting Agenda
October 12, 2023 – 7:00 PM
Lewisville Town Hall 1st Floor Council Chambers
6510 Shallowford Road

1. Call to Order:

- A. Roll Call
- B. Invocation – Council Member David Smitherman
- C. Pledge of Allegiance – Mayor Pro Tem Jeanne Marie Foster
- D. Adoption of Agenda

2. Consent Agenda

- A. Resolution 2023-044 – Financial statements for two months ended August 31, 2023 – ([Attachment #1](#))
- B. Approval of Agenda Briefing Minutes – September 7, 2023 ([Attachment #2](#))
- C. Approval of Regular Meeting Minutes – September 14, 2023 ([Attachment #3](#))
- D. **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

3. Introductions, Recognitions, Presentations and/or Proclamations

- A. Presentations
 - i. Sheriff's Office
 - a. Introduction of Deputy Chris Faw
 - b. Monthly report

4. Public Forum

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

5. Old Business – None

6. Public Hearings

- A. Rezoning – L-106 – Lake at Lissara Phase II Section VII
 - i. Public Hearing
 - ii. Council discussion
 - iii. 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 #4](#))
- B. Evidentiary – L-106 – Lake at Lissara Phase II Section VII
 - i. Public Hearing
 - ii. Council discussion
 - iii. Council consideration – Ordinance 2023-038 – Special Use Permit for a Planned Residential Development (PRD) – Lake at Lissara Phase II Section VII ([Attachment #5](#))

- C. Annexation – Lake at Lissara Phase II Section VII
 - i. Public Hearing
 - ii. Council discussion
 - iii. Council consideration – Ordinance 2023-036 – Extend the Town of Lewisville corporate limits to include Lake at Lissara Phase II Section VII ([Attachment #6](#))

7. New Business

- A. Ordinance 2023-039 – Declaring road closure for Christmas Parade ([Attachment #7](#))
- B. Resolution 2023-045 – Cybersecurity and Technical Assistance Memorandum of Agreement with NC League of Municipalities ([Attachment #8](#))
- C. Ordinance 2023-040 – Accepting Public Street Maintenance and Dedication – Woodview Ridge Trail and Woodside Forest Trail ([Attachment #9](#))
- D. Ordinance 2023-041 – Amend Chapter 27-2 regarding posted speed limit for Woodview Ridge Trail and Woodside Forest Trail ([Attachment #10](#))
- E. Resolution 2023-046 – One-Time Facility Fee Exemption – West Forsyth Christian Preschool ([Attachment #11](#))
- F. Ordinance 2023-042 – Amending Ordinance 2023-001 to budget for 6 months of service under Duke Energy Lighting Agreement for Gateway Project - \$9,235.20 ([Attachment #12](#))
- G. Resolution 2023-047 – Approving Duke Energy Lighting Agreement for Gateway Project for a total cost over the 10-year term of the Agreement of \$184,704.00 ([Attachment #13](#))
- H. Ordinance 2023-043 – Amend Gateway Project Capital Project Ordinance - \$219,234.90 ([Attachment #14](#))
- I. Ordinance 2023-044 – Amend Ordinance 2023-001 to transfer \$219,234.90 from the General Fund to the Gateway Project Capital Project Fund ([Attachment #15](#))
- J. Resolution 2023-048 – Approving Supplemental Agreement #2 from Branch Civil – Gateway Project - \$119,234.90 ([Attachment #16](#))

8. Administrative Reports

- A. Upcoming events and closings
 - i. October 14 – Bourbon Revival – 4:30 - 6:30 PM
 - ii. Bulky Item Pickup – October 16
 - iii. Clean Sweep – October 21 – 9:00 AM - Noon
 - iv. Halloween – October 21 – 1:00 - 2:30 PM
 - a. Costume judging at 1:30 PM
 - v. Special Recycling Event – October 28 – 9:00 AM - 1:00 PM
 - vi. CPR Class – November 3, 1:00 PM, MAWCC
- B. Clerk's Report
 - i. Candidate Forum – October 19, 7:30 PM, Town Hall – Sponsored by Lewisville Civic Club
 - ii. Newly Elected Officials Orientation – November 30 - 5:30-7:00 PM - Town Hall

9. For the Good of the Order

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

10. Adjournment



**RESOLUTION 2023-044 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 12th 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	-	-	-	-
Subtotal	5,781,270.00	\$ 51,185.66	\$ (5,730,084.34)	0.89%
Appropriation from Fund Balance	597,298.00			
Total	\$ 6,378,568.00			

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%
Total	\$ 6,378,568.00	\$ 1,511,261.48	\$ 1,334,014.14	\$ 3,533,292.38	44.61%

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%
Subtotal	39,352.00	\$ 1,432.23	\$ (37,919.77)	3.64%
Appropriation from Fund Balance	-			
Total	\$ 39,352.00			

	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%
Total	\$ 39,352.00	\$ -	\$ -	\$ 39,352.00	0.00%

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**

Capital Reserve Funds					
	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
Total	\$ 2,659,772.92	\$ 125,000.00	\$ (647,954.22)	\$ 21,467.92	\$ 2,158,286.62

American Rescue Plan Act Special Revenue Fund	
American Rescue Plan Act funding received	\$ 4,024,471.50
Transferred to General Fund to reimburse for general government services - revenue replacement - 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
American Rescue Plan Act Special Revenue Fund - Cash Balance 8/31/2023	\$ 1,820,660.33

**Town of Lewisville
August 31, 2023**

Capital Projects Funds - Since Inception								
	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
Total	\$ 1,442,031.45	\$(7,621,062.41)	\$ 7,551,517.00	\$ (21,270.78)	\$ 161,152.62	\$2,000,000.00	\$ 3,512,367.88	\$ 15,529,394.00

Lewisville Town Council
Briefing and Action Meeting Minutes
September 7, 2023 – 6:30 PM
Lewisville Town Hall 2nd Floor Conference Room
6510 Shallowford Road

1. Call to Order:

- A. Mayor Horn opened the meeting at 6:30 PM. In attendance were Mayor Mike Horn, Mayor Pro Tem Jeanne Marie Foster and Council Members Fred Franklin, Melissa Hunt, 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
CRIMES AGAINST PERSONS	Aggravated Assaults	1	1	0
	Simple Assault	8	5	-3
	Communicating Threats	0	4	4
	Sub-Total	9	10	1
CRIMES AGAINST PROPERTY	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
	Sub-Total	17	13	-4
CRIMES AGAINST SOCIETY	Drug Offenses	2	10	8
	Weapons Violation	0	1	1
	Sub-Total	2	11	9
GROUP B	Trespassing	1	0	-1
	Family Offenses	1	0	-1
	All Other Offenses	49	29	-20
	Sub-Total	51	29	-22
TOTAL		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 2023-037 OF THE TOWN OF LEWISVILLE
AMENDING THE TOWN OF LEWISVILLE'S ZONING ORDINANCE OF THE UNIFIED DEVELOPEMNTN
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 12th 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 12th 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

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.

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 12th day of October 2023 by the Lewisville Town Council with a vote of _____.

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 12th day of October 2023 by the Lewisville Town Council.

ATTEST:

Dora K. Moore, Town Clerk

Mike Horn, Mayor



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 12th 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.

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. 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.

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**

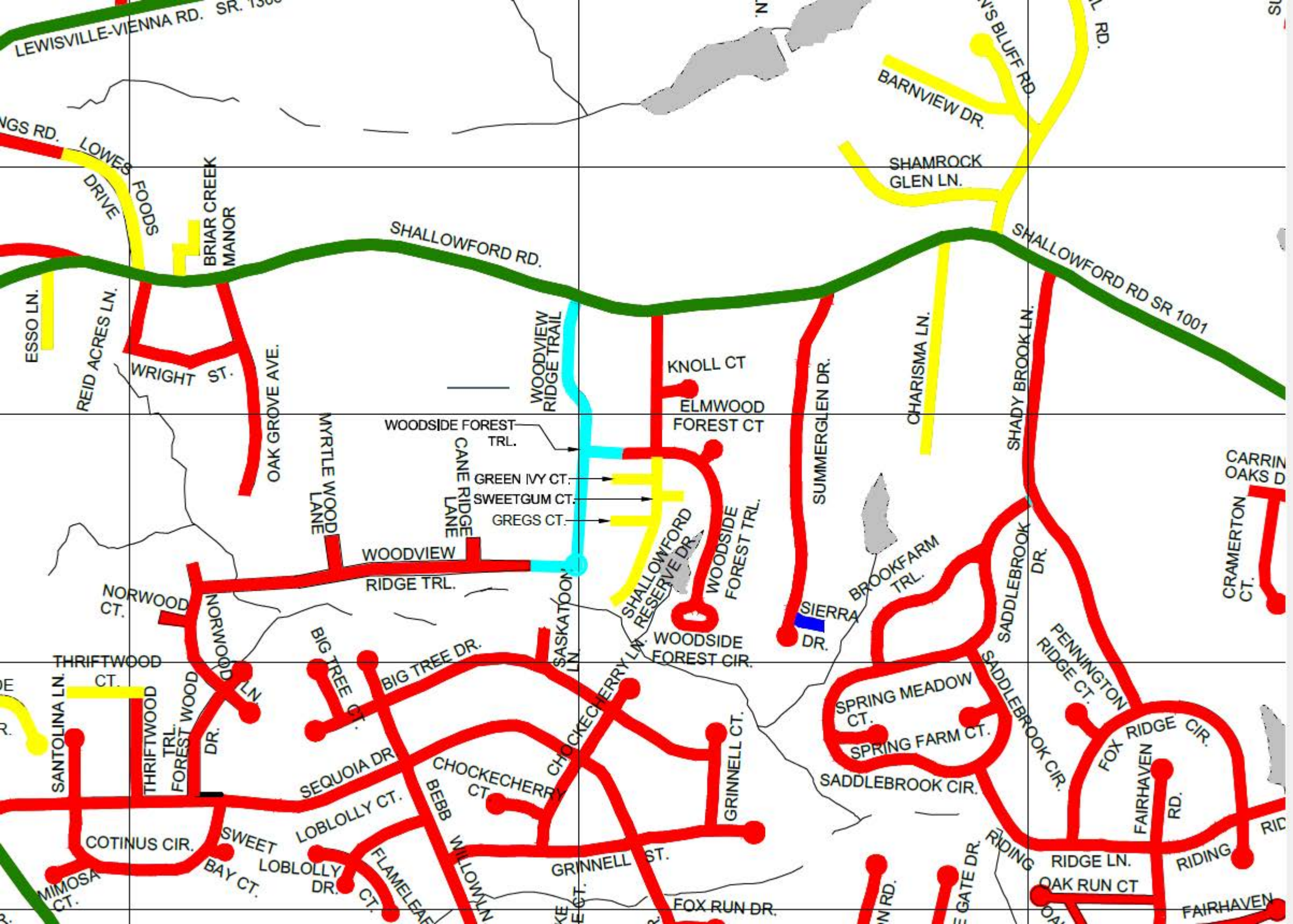
BE IT FURTHER ORDAINED BY THE LEWISVILLE TOWN COUNCIL that Chapter 31 Article 6 of the Lewisville Town Code will be amended once the Town Manager accepts Woodview Ridge Trail and Woodside Forest into the Town's maintenance system. It is the intent of the Lewisville Town Council that the provisions of 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 12th day of October 2023 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk





**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:

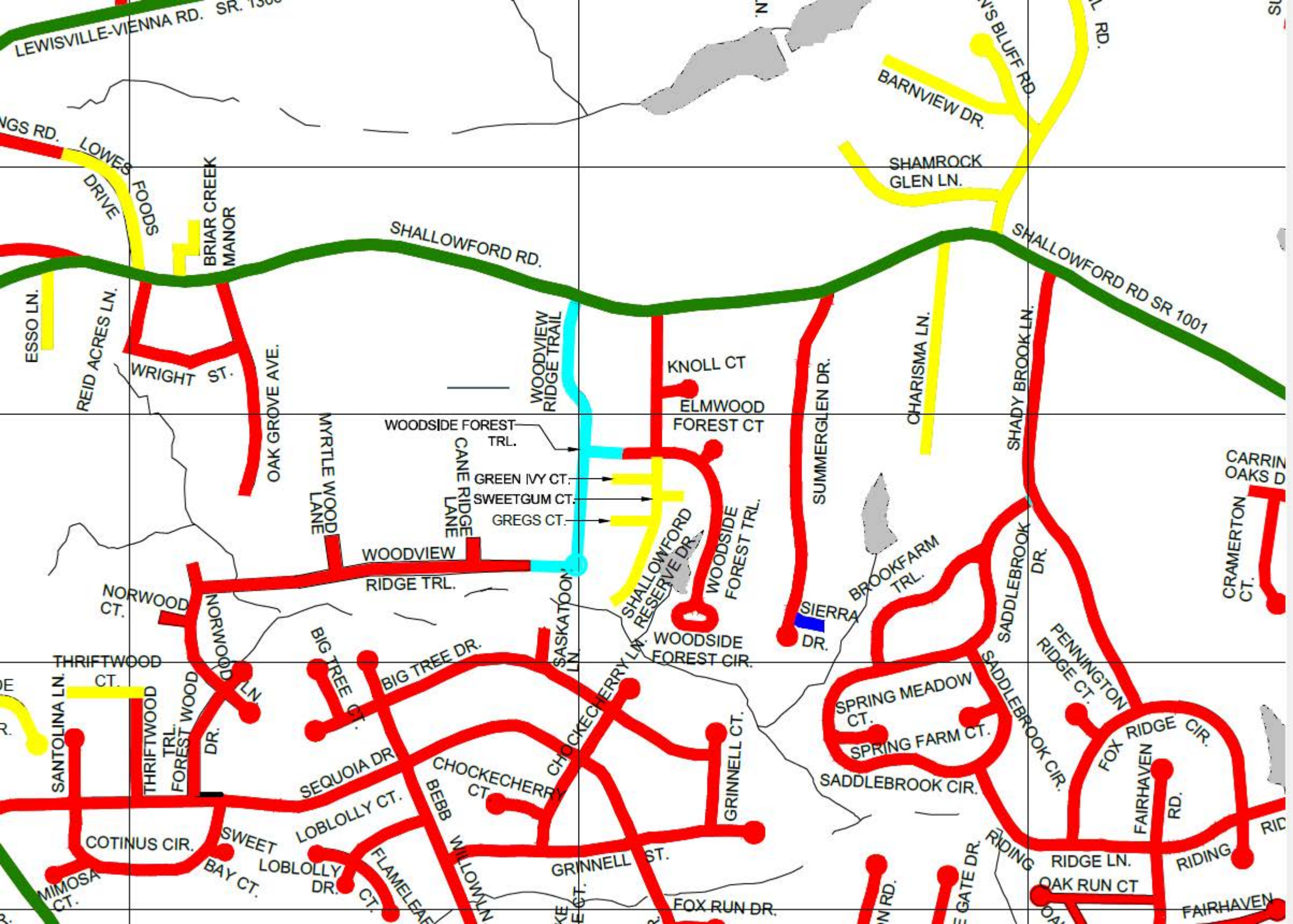
- Woodview Ridge Trail – 25 mph – approximately 1756 linear feet +/- as indicated on attached map
- Woodside Forest Trail – 25 mph – approximately 213 linear feet +/- as indicated on attached map
-

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

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk





**RESOLUTION 2023-046 OF THE LEWISVILLE TOWN COUNCIL
FACILITY FEE EXEMPTION FOR WEST FORSYTH CHRISTIAN PRESCHOOL**

WHEREAS, a Facility Use Exemption Policy for parks and recreation facilities is outlined in Town Code Chapter 16-14; and,

WHEREAS, Town Code Chapter 16-18(E) outlines user fees for exempted users at the Mary Alice Warren Community Center; and,

WHEREAS, West Forsyth Christian Preschool holds an annual Silent Auction/Gallery Hop to raise funds to improve their preschool and playground; and,

WHEREAS, West Forsyth Christian Preschool has reserved multiple rooms at the Mary Alice Warren Community Center for their annual Silent Auction/Gallery Hop on April 19, 2024; and,

WHEREAS, West Forsyth Christian Preschool is requesting a one-time facility user fee exemption at Mary Alice Warren Community Center per Chapter 16-18(E) for a Silent Auction/Gallery Hop on April 19, 2024.

NOW, THEREFORE BE IT RESOLVED, THAT THE LEWISVILLE TOWN COUNCIL approves a one-time facility user fee exemption per Town Code Chapter 16-18(E) for West Forsyth Christian Preschool to utilize the Mary Alice Warren Community Center on April 19, 2024.

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

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk



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, & Linnton - 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.

SPIRITUAL

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

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.

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.

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.

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.



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
jpubreu007@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

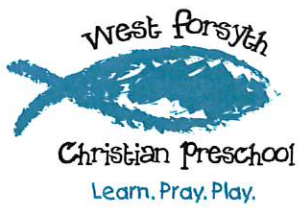
STAFF USE ONLY

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,



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)



STAFF REPORT

ITEM:	<ol style="list-style-type: none"> 1. ORDINANCE 2023-042 2. RESOLUTION 2023-047
SUBJECT:	<ol style="list-style-type: none"> 1. ORDINANCE 2023-042 - BUDGET AMENDMENT – MONTHLY CHARGE UNDER DUKE ENERGY LIGHTING SERVICE AGREEMENT FOR THE GATEWAY PROJECT 2. RESOLUTION 2023-047 - CONTRACT APPROVAL – DUKE ENERGY LIGHTING SERVICE AGREEMENT
	PAM ORRELL, FINANCE DIRECTOR
DATE SUBMITTED:	10/12/2023

BACKGROUND/SUMMARY:

Duke Energy has presented the Town with a Lighting Service Agreement to provide and maintain (26) light poles to be installed in conjunction with the Gateway Project. The term of the agreement is 10 years at a cost of \$1,539.20 per month. This monthly lighting charge was not included in the FY 2023-2024 Annual Operating Budget. Thus, staff is proposing to amend the annual operating budget to include 6 months of service:

$$\text{\$1,539.20} \times 6 \text{ months} = \text{\$9,235.20}$$

As the cost of the Lighting Service Agreement over the life of the Agreement will exceed \$50,000, staff is also requesting that Council approve the Agreement with a total cost of:

$$\text{\$1,539.20} \times 120 \text{ months} = \text{\$184,704.00}$$

STAFF RECOMMENDATION AND REQUESTED ACTION:

1. Staff is requesting that Council approve Ordinance 2023-042 to amend the annual operating budget to include \$9,235.20 to fund 6 months of payments under the Duke Energy Lighting Service Agreement.
2. Staff is requesting that Council approve the Duke Energy Lighting Service Agreement with a total cost over the term of the Agreement of \$184,704.

FISCAL IMPACT:

See Background/Summary Section Above.

ATTACHMENTS:

1. Ordinance 2023-042 - Amendment to Budget Ordinance 2023-001
2. Resolution 2023-047 - Approval of Duke Energy Lighting Service Agreement
3. Duke Energy Lighting Service Agreement



TOWN OF LEWISVILLE
 Budget Amendment Ordinance 2023-042
 Amending Budget Ordinance 2023-001

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

CODE	ACCOUNT DESCRIPTION	AMOUNT	CODE	ACCOUNT DESCRIPTION	AMOUNT
10-20-5600-3310	General Fund - Streets - Electricity	\$ 9,235.20	10-00-3990-9000	General Fund - Fund Balance Appropriated	\$ 9,235.20
		\$ 9,235.20			\$ 9,235.20

EXPLANATION: To budget for 6 months under the Duke Energy Lighting Agreement for the Gateway Project (\$1,539.20 per month).

RECOMMENDED BY: Pam Orrell, Town Finance Director

Approved and effective upon adoption this the 12th day of October 2023 by the Lewisville Town Council.

ATTEST:

 Mike Horn, Mayor

 Dora K. Moore, Town Clerk



**RESOLUTION 2023-047 OF THE TOWN OF LEWISVILLE
AUTHORIZING CONTRACT FOR DUKE ENERGY LIGHTING SERVICE AGREEMENT
FOR THE GATEWAY PROJECT**

WHEREAS, additional street lighting is needed in conjunction with the Gateway Project; and,

WHEREAS, Duke Energy has provided a Lighting Service Agreement to provide and maintain twenty-six (26) light poles; and,

WHEREAS, the service agreement is for ten (10) years at a cost of \$1,539.20 per month.

NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Town Manager is authorized to sign the Lighting Service Agreement with Duke Energy for street light poles in conjunction with the Gateway Project for a total cost over the agreement term of \$184,704.

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

Mike Horn, Mayor

ATTEST:

Dora K. Moore, Town Clerk



TOWN OF LEWISVILLE
PO BOX 547
LEWISVILLE NC 27023-0547

Oct. 9, 2023

Your outdoor lighting agreement

Dear TOWN OF LEWISVILLE,

Thank you for your interest in our outdoor lighting solutions. We are pleased to offer you this easy, affordable way to keep your outdoor spaces brighter for years to come.

We have enclosed your outdoor lighting agreement, including the costs, terms and conditions.

Once we receive the signed agreement from you, we will complete the agreement and send you a final copy. Please note that the agreement is not effective until you receive the final, completed version.

If you have questions, please contact the Lighting Expert listed on the front page of the agreement. Thank you for your business and we look forward to serving you.

Para español, visite duke-energy.com/español o bien, llame al 800.777.9898 para hablar con un representante que habla español.

Sincerely,

Duke Energy

Account Number: 9100 3247 5665



NC01 LIGHTING SERVICE AGREEMENT

Customer Information:
TOWN OF LEWISVILLE

336.945.5558

Project Information:
STREET LIGHTING
LEWISVILLE North Carolina 27023

Account Number:
9100 3247 5665

Work Order Number:
41276478

Duke Energy Representative Contact Info:
Jack Crumpton

This Lighting Service Agreement is hereby entered into this 9th day of October, 2023, between Duke Energy (hereinafter called the "Company") and TOWN OF LEWISVILLE (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule PL and Service Regulations, or its successor, as the same is on file with the North Carolina Public Service Commission (NORTH CAROLINA UTILITIES COMMISSION) and as may be amended and subsequently filed with the NORTH CAROLINA UTILITIES COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the NORTH CAROLINA UTILITIES COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 10 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative _____

Date Signed _____

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

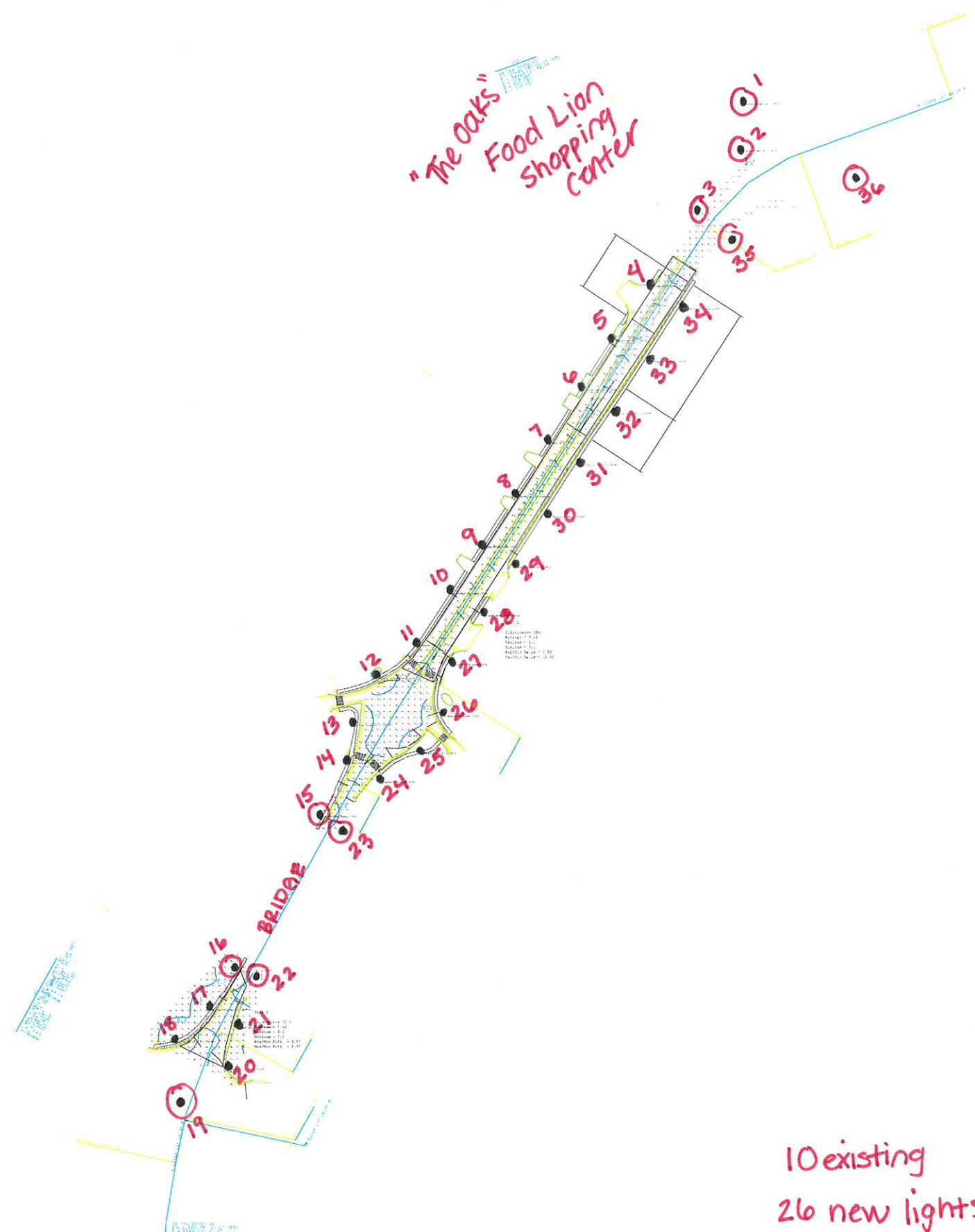


Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	1539.20	0.00	184704.00	1539.20

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	026	Light Fixture Hagerstown LED 50W Green Type V 3000K Pub	0.00	0.00	0.00	19.92	517.92
		Rental, Maintenance, F&E Totals:	\$0	\$0	\$0		
Estimated Change to Base Monthly Charge Total							\$517.92

Additional Monthly Charges				
Service Required	Quantity Required	Description	Unit Price	Sub-Total
I	026	Decorative Adder : DEC-ANCHOR BASE- FLUSH-PREFABRICATED-STYLE F POLE-12' MOUNTING HEIGHT - CONDUIT OPPOSITE SIDE DECNC41276478	13.33	346.58
I	026	Decorative Adder : Light Pole Style F Aluminum 12 foot long Green (RAL6012) Public DECNC41276478	11.81	307.06
I	026	Decorative Adder : Light Fixture Hagerstown LED 50W Green Type V 3000K Public DECNC41276478	14.14	367.64
Estimated Change to Additional Monthly Charge Total <i>excludes any applicable taxes, franchise fees or customer charge</i>				\$1,021.28

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Luminaire Schedule					
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF
○	30	50w Hagerstown Green 3000K	Single	N.A.	0.850

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
Road	Illuminanc	Fc	0.29	1.1	0.0	N.A.
site 2	Illuminanc	Fc	0.52	1.2	0.1	5.20
Part 1	Illuminanc	Fc	0.52	1.2	0.2	2.60
Part 2	Illuminanc	Fc	0.35	1.1	0.1	3.50

Luminaire Location Summary				
LumNo	Label	Mounting Height	Orient	
1	50w Hagerstown Green 3000K	12	285.422	
2	50w Hagerstown Green 3000K	12	334.44	
3	50w Hagerstown Green 3000K	12	347.735	
5	50w Hagerstown Green 3000K	12	175.03	
6	50w Hagerstown Green 3000K	12	199.179	
8	50w Hagerstown Green 3000K	12	147.381	
9	50w Hagerstown Green 3000K	12	99.462	
10	50w Hagerstown Green 3000K	12	220.914	
11	50w Hagerstown Green 3000K	12	153.435	
12	50w Hagerstown Green 3000K	12	146.31	
13	50w Hagerstown Green 3000K	12	131.186	
14	50w Hagerstown Green 3000K	12	147.995	
15	50w Hagerstown Green 3000K	12	154.537	
16	50w Hagerstown Green 3000K	12	139.086	
17	50w Hagerstown Green 3000K	12	153.435	
18	50w Hagerstown Green 3000K	12	141.71	
22	50w Hagerstown Green 3000K	12	5.356	
23	50w Hagerstown Green 3000K	12	307.266	
25	50w Hagerstown Green 3000K	12	329.036	
26	50w Hagerstown Green 3000K	12	329.744	
27	50w Hagerstown Green 3000K	12	333.435	
28	50w Hagerstown Green 3000K	12	337.932	
29	50w Hagerstown Green 3000K	12	334.094	
30	50w Hagerstown Green 3000K	12	338.199	
31	50w Hagerstown Green 3000K	12	342.474	
32	50w Hagerstown Green 3000K	12	339.444	
33	50w Hagerstown Green 3000K	12	298.179	
34	50w Hagerstown Green 3000K	12	1.273	
35	50w Hagerstown Green 3000K	12	329.47	
36	50w Hagerstown Green 3000K	12	336.615	



Hagerstown
POLE STYLE A



Description:
Pole Style A is a round, smooth tapered shaft available in varying heights, anchor based or direct buried
Colors: Bronze, Black, Gray, Green (not available in all mounting heights)
Material: Fiberglass
Mounting heights:
Anchor Based Final Mount: 12ft
Anchor Based with Concrete reveal: 35ft, 30ft, 35ft
Direct Buried: 12ft, 15ft, 20ft, 25ft, 30ft, 35ft



#	Date	Comments

Revisions

Drawn By: Tom Grantham, LC, CEM
Checked By:
Date: 6/29/2023
Scale: 1"=100'

Williams Rd
Lewisville



STAFF REPORT

ITEM:	<ol style="list-style-type: none"> 1. ORDINANCE 2023-043 2. ORDINANCE 2023-044 3. RESOLUTION 2023-048
SUBJECT:	<ol style="list-style-type: none"> 1. AMENDMENT TO GATEWAY PROJECT CAPITAL PROJECT ORDINANCE 2. AMENDMENT TO BUDGET ORDINANCE 2023-001 3. APPROVAL OF BRANCH CIVIL – CHANGE ORDER #2
PREPARED BY:	PAM ORRELL, FINANCE DIRECTOR
DATE SUBMITTED:	10/12/2023

BACKGROUND/SUMMARY:

It has come to staff’s attention that there is a need for additional milling and placement of asphalt around the roundabouts at the Gateway Project that is not within the scope of the current contract with Branch Civil. This additional work is necessary to provide a complete surface course of asphalt over all paved areas of the project. This would be Change Order #2 with Branch Civil at a cost of \$119,234.90.

In addition, there is currently no cushion in the Gateway Project budget for any other unforeseen expenses that may arise in the construction phase of the project. Thus, staff is requesting that Council approve a \$100,000 contingency be added to cover the cost of these matters should they arise.

Following is a table showing the current budget for the Gateway Project along with the proposed amendments to add \$119,234.90 for change order #2 and to add \$100,000 in contingency.

	Budget as of 10/12/2023	Amendment	Amended Budget
EXPENDITURES:			
Preliminary engineering	\$ 186,394.00	\$ -	\$ 186,394.00
Right-of-Way/Utilities	\$ 165,000.00	\$ -	\$ 165,000.00
Construction	\$ 3,523,480.00	\$ 219,234.90	\$ 3,742,714.90
Total Expenditures	\$ 3,874,874.00	\$ 219,234.90	\$ 4,094,108.90

REVENUES:			
Transfers from General Fund	\$ 3,559,824.00	\$ 219,234.90	\$ 3,779,058.90
Transfers from Sidewalks, Bike Paths, & Greenways Capital Reserve	\$ 141,660.44	\$ -	\$ 141,660.44
Transfer from Lewisville-Vienna Sidewalk Capital Projects Fund (closed May 2017)	\$ 172,145.23	\$ -	\$ 172,145.23
Transfer from Harper Road Lift Station Capital Projects Fund (closed May 2017)	\$ 1,244.33	\$ -	\$ 1,244.33
Total Revenues	\$ 3,874,874.00	\$ 219,234.90	\$ 4,094,108.90

The Gateway Project is being funded with federal highway money totaling \$2,883,207.

Original STP-DA funding	\$ 1,195,744
Supplemental STBG-DA funding	\$ 1,687,463
Total	\$ 2,883,207

Staff is also requesting that the annual operating budget of the General Fund be amended to transfer \$219,234.90 to the Gateway Project Capital Projects Fund to cover the additional costs of Change Order #2 and the \$100,000 in contingency.

STAFF RECOMMENDATION AND REQUESTED ACTION:

1. Staff is requesting that Council approve Ordinance 2023-043 to amend the Gateway Project Capital Project Ordinance to add \$119,234.90 for Branch Civil Change Order #2 and to add \$100,000 for contingency.
2. Staff is requesting that Council approve Ordinance 2023-044 to amend Budget Ordinance 2023-001 to transfer \$219,234.90 from the General Fund to the Gateway Project Capital Project Fund to fund Branch Civil Change Order #2 and \$100,000 in contingency.
3. Staff is requesting that Council approve Branch Civil Change Order #2 in the amount of \$119,234.90.

FISCAL IMPACT:

See Background/Summary Section Above.

ATTACHMENTS:

1. Ordinance 2023-043
2. Ordinance 2023-044
3. Resolution 2023-048
4. Branch Civil Change Order #2



ORDINANCE 2023-043 OF THE LEWISVILLE TOWN COUNCIL
AMENDING CAPITAL PROJECT ORDINANCE
GATEWAY PROJECT

WHEREAS, the Lewisville Town Council established the Capital Project Ordinance 2017-018 for the purchase of right of way and/or utilities, preliminary engineering, and construction for the Gateway Project into the Town of Lewisville from Williams Road; and

WHEREAS, the Town of Lewisville has engaged Kimley Horn and Associates to provide professional services on the Gateway Project that includes design, traffic control, pavement marking plans, hydraulics, erosion control, location surveys, signing, planning, natural environment, public involvement, gateway and landscape design, utilities coordination, SUE, and right of way; and

WHEREAS, appropriations were originally made in the amount of \$1,494,680 for this project; and

WHEREAS, the Town Council approved Ordinance 2021-046 in the amount of \$16,114, to amend the agreement with Kimley Horn and Associates to include conducting a pedestrian survey for the Schweinitz Sunflower, which is a federally protected species, and also to expand the bid phase for construction; and

WHEREAS, the Town of Lewisville has been awarded supplemental federal funding in the amount of \$1,687,463. This amount added to the original federal funding amount of \$1,195,744 brings the Town's total federal award to \$2,883,207; and

WHEREAS, the Town of Lewisville was ready to begin the construction phase of the project and there was a need to amend the budget for the rising cost of construction; and

WHEREAS, the Town Council approved Ordinance 2022-064 to amend the budget by \$2,364,080 to cover the remaining phases of the project to include construction, CEI services, and a bat survey; and

WHEREAS, there is a need to amend the budget by \$119,234.90 for Branch Civil Change Order #2 for additional milling, asphalt, and related work; and

WHEREAS, there is a need to amend the budget to add \$100,000 in contingency funds to cover any other additional costs that might arise as the project is under construction.

NOW THEREFORE BE IT ORDAINED that the Town of Lewisville desires to amend Sections 3 and 4 of Ordinance 2017-018 and the following amount is appropriated by amendment to Ordinance 2017-018 to complete this project:

Section 3. The following amounts are appropriated to complete this project:

Construction	50-00-5600-6000	\$ 219,234.90
	Total Expenditures	\$ 219,234.90

Section 4. The following revenues are available for this amendment to complete this project:

Transfer from General Fund	50-00-3980-0000	\$ 219,234.90
	Total Revenues	\$ 219,234.90

Section 5. The Finance Director is hereby directed to maintain within the Capital Projects Fund sufficient detailed accounting records to satisfy the requirements of the contract agreements and state regulations.

Section 6. The Finance Director is directed to report, on a monthly basis, on the financial status of this project.

Section 7. Copies of this capital projects ordinance shall be furnished to the Clerk of the Governing Body, and to the Budget Officer and the Finance Director for direction in carrying out this project.

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

Mike Horn, Mayor

ATTEST:

Dora K. Moore, Town Clerk



TOWN OF LEWISVILLE
 Budget Amendment Ordinance 2023-044
 Amending Budget Ordinance 2023-001

FINANCE DEPARTMENT USE ONLY
Budget Amendment # 6
Pam Orrell, Finance Director

CODE	ACCOUNT DESCRIPTION	AMOUNT	CODE	ACCOUNT DESCRIPTION	AMOUNT
10-20-5600-4993	General Fund - Streets - Transfer to Gateway Project Capital Projects Fund	\$ 219,234.90	10-00-3990-9000	General Fund - Fund Balance Appropriated	\$ 219,234.90
		\$ 219,234.90			\$ 219,234.90

EXPLANATION: To transfer \$219,234.90 from the General Fund to the Gateway Project Capital Projects Fund to fund Branch Civil Change Order #2 (\$119,234.90) and to fund \$100,000 of contingency.

RECOMMENDED BY: Pam Orrell, Town Finance Director

Approved and effective upon adoption this the 12th day of October 2023 by the Lewisville Town Council.

ATTEST:

 Mike Horn, Mayor

 Dora K. Moore, Town Clerk



**RESOLUTION 2023-048 OF THE LEWISVILLE TOWN COUNCIL
AWARDING CONSTRUCTION CONTRACT FOR U-5617
WILLIAMS ROAD GATEWAY PROJECT**

WHEREAS, the Town of Lewisville accepted an agreement with the North Carolina Department of Transportation for the Williams Road Gateway Project U-5617; and,

WHEREAS, the Town of Lewisville approved a contract with Branch Civil, Inc. for the construction of the Williams Road Gateway Project U-5617; and,

WHEREAS, there is a need for additional milling, asphalt, and related work.

NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Town of Lewisville approves Change Order #2 with Branch Civil, Inc. in the amount of \$119,234.90 and the Town Manager is authorized to sign and execute the agreement.

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

ATTEST:

Mike Horn, Mayor

Dora K. Moore, Town Clerk



NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL AGREEMENT or FORCE ACCOUNT DOCUMENTATION

SUPPLEMENTAL AGREEMENT NO: 2 FORCE ACCOUNT DOCUMENTATION NO: _____
 PROJECT NO: U-5617 FEDERAL AID NO: _____
 COUNTY: Forsyth CONTRACT NO: _____
 CONTRACTOR: Branch Civil Inc.

1. Description, location, and justification for change:

Supplemental Agreement 2 is written to incorporate line items overruns for milling and asphalt placement, additional thermoplastic pavement markings and additional traffic control. Supplemental Agreement #2 compensates the contractor for line item overruns for furnishing and installing additional milling and asphalt placement, additional thermoplastic pavement markings and additional traffic control.

Extra work that was not included in the original contract is furnishing and installing additional milling and asphalt placement, additional thermoplastic pavement markings and additional traffic control.

No project line items that will be added based on this request.

Supplemental Agreement 2 is written in accordance with Article 104-7 of the 2018 Standard Specifications and provides compensation to the contractor for furnishing and installing the additional milling and asphalt placement, additional thermoplastic pavement markings and additional traffic control.

All work shall be performed in accordance with the contract, plans, and the 2018 NCDOT Standard Specifications for Roads and Structures, including but not limited to Section 600 and 1200 and/or as otherwise directed.

The prices listed herein shall be full and complete compensation for all work; including mobilization, labor, equipment, materials, administrative costs, profit, traffic control and all other items considered incidental to complete installation of attached items.

2. Estimation of quantities of work resulting from change and the basis of payment:

Line Code No.	Description	Unit	Negotiated or Contract Price	Field Change		Original Plan	
				Quantity	Amount	Quantity	Amount
22	Incidental Milling	SY	\$18.75	3720	\$69,750.00	620	\$11,625.00
25	Asphalt Concrete Surface Course, Type S9.5C	TON	\$115.00	750	\$86,250.00	490	\$56,350.00
26	Asphalt Binder for Plant Mix	TON	\$1,125.00	100	\$112,500.00	80	\$90,000.00
67	Thermoplastic Pavement Marking Lines (4", 90 Mils)	LF	\$1.15	2620	\$3,013.00	1420	\$1,633.00
68	Thermoplastic Pavement Marking Lines (8", 90 Mils)	LF	\$3.50	320	\$1,120.00	200	\$700.00
70	Thermoplastic Pavement Marking Symbol (90 Mils)	EA	\$230.00	50	\$11,500.00	30	\$6,900.00
SA#1-125	Additoinal Traffic Control	EA	\$2,309.90	2	\$4,619.80	1	\$2,309.90

Total Field Change Amount:	<u>\$288,752.80</u>	Total Original Plan Amount:	<u>\$169,517.90</u>
Supplemental Agreement Net Underrun:	_____	Supplemental Agreement Net Overrun:	<u>\$119,234.90</u>

3. Extension of contract time (if applicable):

No time extension will be granted for this work.

Continued on back

**BASIS OF AGREEMENT BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CONTRACTOR**

1. The Contractor agrees to perform the work described in this Supplemental Agreement in consideration of the payment set out herein.
2. The terms and conditions of said contract are hereby ratified and remain in full force and effect except as modified by such Supplemental Agreement(s) as may heretofore have been entered into between the Department and the Contractor and as modified by this Supplemental Agreement.
3. All terms and conditions of this Supplemental Agreement are herein set out and there are no agreements relating thereto not expressed herein.
4. This Supplemental Agreement shall not constitute a release or waiver of any lawful claims that the Contractor has or may have against the Department under said contract pursuant to G.S. 136-29 except for the matters specifically covered herein.

In witness whereof, the Department and the Contractor have caused this Supplemental Agreement to be executed by their duly authorized representatives.

APPROVAL RECOMMENDED: BY: _____ LOCAL GOVERNMENT AGENCY OFFICIAL DATE: _____	CONTRACTOR: BY: _____ AUTHORIZED REPRESENTATIVE DATE: _____
APPROVAL GRANTED: BY: _____ NCDOT ENGINEER DATE: _____	APPROVAL GRANTED: BY: _____ NCDOT ENGINEER DATE: _____

FORCE ACCOUNT DOCUMENTATION

Documentation of the authorized Force Account work shall be completed for all state and federally-funded projects.

APPROVAL GRANTED: BY: _____ RESIDENT ENGINEER DATE: _____	APPROVAL GRANTED: BY: _____ DIVISION ENGINEER DATE: _____
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FOR CONSTRUCTION AND MATERIALS BRANCH USE ONLY

Approval of the Federal Highway Administration is is not requested.

APPROVED with the understanding that Federal participation in this work, the cost of which cannot be met from Federal aid funds provided for under the now effective project agreement, will be contingent upon additional Federal aid funds being made available for the project by a modified project agreement, to be executed prior to or at the final voucher stage.

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

BY: _____

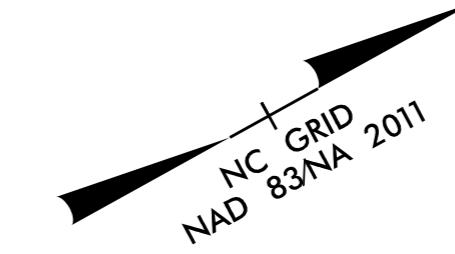
DATE: _____

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

STAHURA CONVEYOR PRODUCTS, INC.
DB 1952 PG 2924

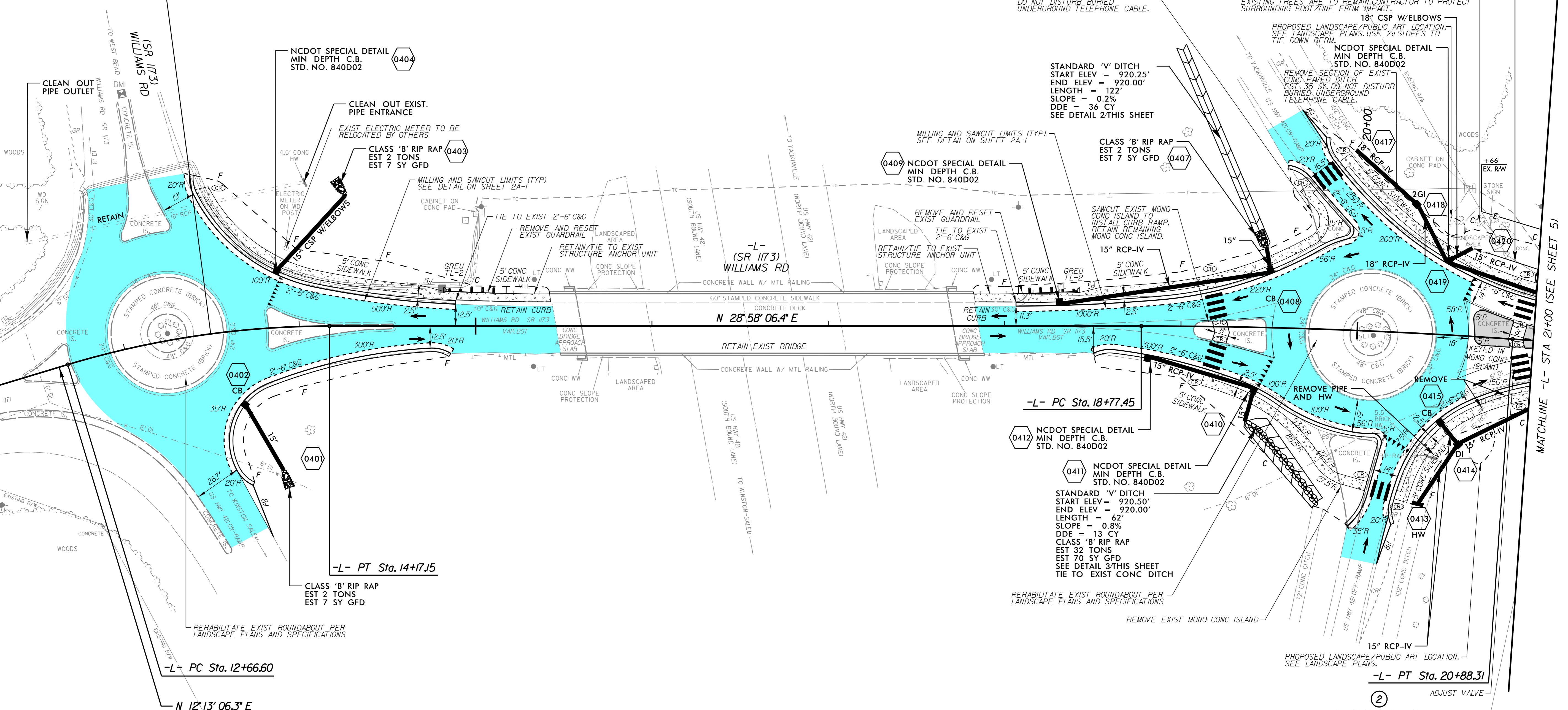
SPECIAL CUT DITCH
SEE DETAIL 1/THIS SHEET



PI Sta 13+42.41 PI Sta 19+82.92
 $\Delta = 16' 45'' 00.1''$ (RT) $\Delta = 4' 0'' 37.5''$ (RT)
 $D = 1' 07' 31.4''$ $D = 1' 54' 35.5''$
 $L = 150.56'$ $L = 210.86'$
 $T = 75.82'$ $T = 105.47'$
 $R = 515.00'$ $R = 3,000.00'$

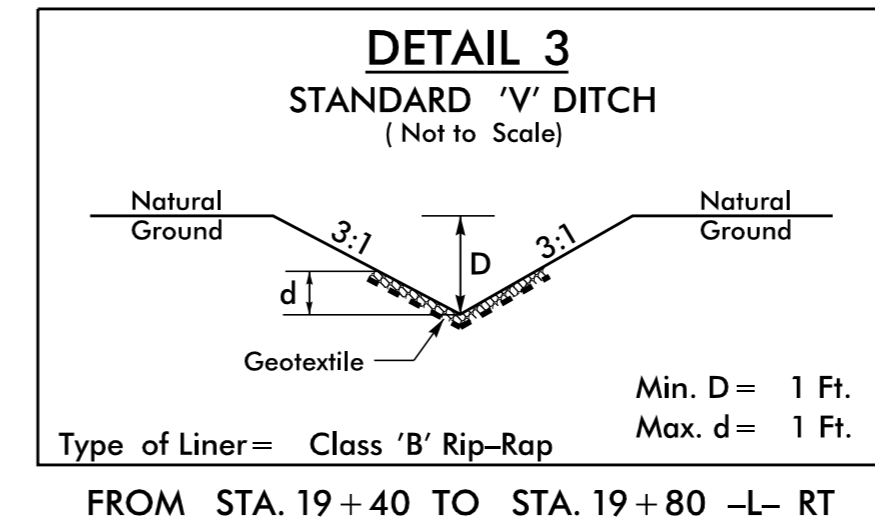
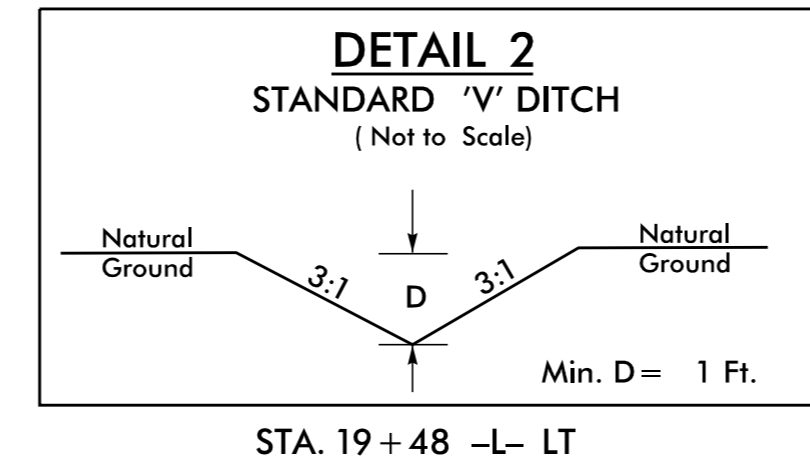
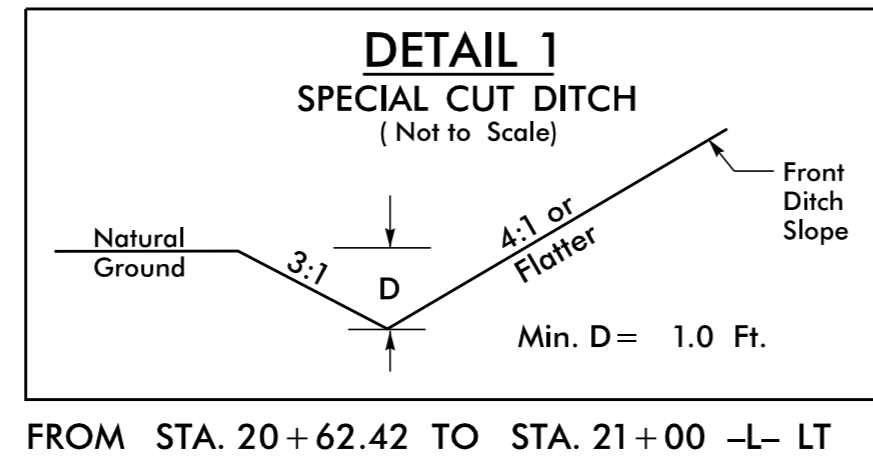
15+00

BEGIN TIP PROJECT U-5617
 BEGIN CONSTRUCTION
 -L- POC Sta. 13+49.62



REVISIONS

MATCHLINE -L- STA 21+00 (SEE SHEET 5)



FILL SCOUR HOLE AT END OF
 CONCRETE SPILLWAY AT 20+30 -L- 431' RT
 OUTFALL WITH CLASS 1 RIP RAP
 TO PROTECT AGAINST FUTURE SCOUR.
 EST 7 TON
 EST 5 SY GFD

FOR PROFILE SEE SHEET 7

9/13/2023

TAYLOR OIL COMPANY
 DB 2383 PG 810

CHESTER GRAY WHITE
 DB 1568 PG 643