

**Lewisville Town Council**  
**Briefing and Action Meeting Agenda**  
**November 3, 2022 – 6:30 PM**  
**Lewisville Town Hall 2<sup>nd</sup> Floor Conference Room**  
**6510 Shallowford Road**

- 1. Call to Order:**
  - A. Roll Call
  - B. Adoption of Agenda
  
- 2. Introductions, Recognitions and Presentations for November 3, 2022**
  - A. Presentation
    - i. Deputy coverage for Christmas Parade – Sgt. PJ Stringer and Maureen Barton
  
- 3. Items Requiring Council Direction**
  - A. Establishing a Public Art Advisory Committee ([Attachment #1](#))
  - B. Community Policing contract for July 1, 2023-June 30, 2026
  - C. Lewisville-Vienna Road CMAQ multi-purpose path
  - D. Facility Use Exemption Policy
    - i. Wording clarification for E(2) ([Attachment #2](#))
    - ii. One-time exemptions
    - iii. Frequency of use([Attachment #3](#))
    - iv. Exempt Users – Currently listed
      - a. WSFC schools
      - b. Boy/girl scouts
      - c. Inactive
    - v. Facility use exemption request
      - a. West Forsyth Christian Preschool ([Attachment #4](#))
      - b. Kiwanis Club of Clemmons ([Attachment #5](#))
  
- 4. Items Requiring Action at Briefing**
  - A. Resolution 2022-061– Interlocal agreement with Winston-Salem/Forsyth County Utilities for relocation of Lewisville lift station ([Attachment #6](#))
  
- 5. Old Business**
  
- 6. Administrative Reports**
  - A. Manager
  - B. Attorney
  - C. Public Works
  - D. Planning
    - i. Voluntary Agricultural Districts
    - ii. Lewisville-Vienna/Robinhood Rd roundabout update
  - E. Finance
  - F. Clerk
    - i. 2023 Schedules
      - a. 2023 Meeting Schedule ([Attachment #7](#))
      - b. 2023 Council Retreat dates
      - c. 2023 Budget calendar ([Attachment #8](#))
    - ii. Upcoming events
      - a. Holiday closings – Veterans Day (November 11), Thanksgiving (November 24,25)
      - b. Christmas Tree Lighting – December 2, 7 PM
      - c. Council and staff Christmas lunch – December 7, 12 PM at MAWCC

- d. Christmas parade – December 11, 3 PM – Be at staging area by 2:30 PM
- G. Community Center Facilities & Programming Manager

**7. Tentative Agenda Items for Regular Meeting on November 10, 2022**

- A. Consent Agenda
  - i. Resolution 2022-063– Financial statements for the three months ended September 30, 2022 – ([Attachment #9](#))
  - ii. Approval of Agenda Briefing Minutes – October 6, 2022 ([Attachment #10](#))
  - iii. Approval of Closed Session Minutes – October 6, 2022
  - iv. Approval of Regular Meeting Minutes – October 13, 2022 ([Attachment #11](#))
- B. Introductions, Recognitions, Presentations and/or Proclamations
  - i. Presentations
    - a. Sheriff's Office
    - b. June 30, 2022 Audit report – Monty Pendry, Gibson & Company PA
- C. Appointment(s)
- D. Public Hearings
  - i. UDO L-167 Lewisville Rural Overlay and Planned Residential Developments
    - a. Ordinance 2022-029 – UDO L-167 Lewisville Rural Overlay and Planned Residential Developments ([Attachment #12](#))
- E. Technical Review(s)
- F. Preliminary Site Plan Approvals
- G. Evidentiary Hearings
- H. Old Business
- I. New Business
  - i. Ordinance 2022-056– Declaring road closure for Christmas Parade ([Attachment #13](#))
  - ii. Ordinance 2022-057 – Budget amendment for security cameras - \$42,966.28 ([Attachment #14](#))
  - iii. Resolution 2022-064 – Security camera contract with Sage Security Solutions, LLC - \$42,966.28 ([Attachment #15](#))

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

**9. Closed Session**

**10. Adjournment**



**RESOLUTION 2022-XXX OF THE LEWISVILLE TOWN COUNCIL  
AMENDING CHAPTER 13-2 OF THE LEWISVILLE TOWN CODE  
ESTABLISHING A PUBLIC ART ADVISORY COMMITTEE**

**WHEREAS**, there is a desire to showcase public art within the Town of Lewisville; and

**WHEREAS**, the Town Council recognizes the value of citizen inclusion.

**NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL** establishes a Public Art Advisory Committee.

1. Committee Name – Public Art Advisory Committee (herein referred to as “Committee”).
2. Committee Type – The Committee will serve in an advisory role to Town Council.
3. Mission – The Committee may suggest and recommend actions pertaining to the acquisition, loan, placement, maintenance, display, and/or disposal of the Town’s public artworks and related arts programming. The Committee shall consult with and advise Town staff and Town Council in matters affecting public art policies, ~~programming~~, resources, and acquisitions related to the total Town public arts program.
4. Public Art Definition
  - a. Photography, paintings, sculptures, murals, pottery, ceramics, tapestry, fabric, and ~~more~~ other media.
  - b. Visually and physically accessible to community.
  - c. Indoor or outdoor.
  - d. Temporary or permanent.
5. Department Funding
  - a. The Committee shall coordinate an annual budget, if needed, with the Town Manager by February 28 for approval by Town Council.
  - b. Expenditures must follow the Town’s financial procedures.
6. Membership
  - a. The Committee shall be comprised of five (5) members. Those with an art background will be given preference. Examples of art professionals include, but are not limited to: visual ~~and performing~~ arts, art nonprofit workers, ~~landscape architects~~, design professionals, art educators, architects, ~~historic conservationists, etc.~~ art collectors, artists, craftsperson, and other professions in visual arts.
  - b. Members are appointed by Town Council. Citizens interested in serving on the Committee shall submit a Public Art Advisory Committee application form to the Town Clerk requesting appointment. The Town Clerk forwards information to Council.
  - c. Members serve without compensation.



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7. Terms of Appointment

- a. Appointments shall be for two (2) years expiring on March 31, following municipal elections (even years). Terms commence on April 1.
- b. Committee members shall be appointed by Town Council, each to serve a two (2)-year term renewable without limitation to the number of consecutive terms.
- c. Members who wish to resign their appointment shall submit their resignation to the Town Clerk who shall provide to Town Council for their acceptance. Vacancies on the Committee shall be filled for the unexpired term by Town Council.

8. Committee Structure

- a. Chair
  - i. The Committee shall select from among themselves a Chair.
  - ii. The Chair shall serve for two (2) years.
  - iii. The Chair shall be selected at the next scheduled committee meeting April 1 or later, following March appointments.
- b. Vice Chair
  - i. The Committee shall select from among themselves a Vice Chair.
  - ii. The Vice Chair shall serve for two (2) years.
  - iii. The Vice Chair shall be selected at the next scheduled committee meeting April 1 or later, following March appointments.

9. Ex-Officio Advisory Members – Individuals occupying the following positions shall, by appointment, serve in an ex-officio advisory capacity ~~and as a staff liaison~~.

- a. Town Manager or designee
- b. Public Works Director or designee
- c. Community Center Programming and Facilities Manager or designee

10. Meetings

- a. The Committee shall establish its own regular meeting schedule. Schedule to be provided to the Town Clerk for appropriate filing and posting.
- b. The Committee shall meet as needed.
- c. All Committee meetings are subject to the North Carolina Open Meetings Law.
- d. Minutes of all meetings shall be maintained in accordance with public records laws and regulations with approved Committee meeting minutes submitted to the Town Clerk for appropriate filing and posting.
- e. Three (3) members, one of which must be the Chair or Vice Chair, constitute a quorum.
- f. The Committee shall have a meeting attendance policy such that members failing to attend three (3) consecutive regular Committee meetings, without notification to the Chair or Town





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Clerk, shall have their membership subject to review and possible replacement by the Town Council.

11. Reports – The Committee Chair shall submit a report of its activities and other important matters to the Town Council upon request.
12. Requests – All official requests should be in writing from the Committee Chair and must be presented to the Town Manager.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

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

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

DRAFT



<b>TOWN STAFF</b>
Received by: _____
Date: _____

**APPLICATION FOR PLACING ARTWORK  
ON TOWN OF LEWISVILLE PROPERTY**

Thank you for your interest in placing artwork on property owned by the Town of Lewisville. Please complete and submit this application, along with the proposal, to:

Lewisville Public Art Advisory Committee  
Town of Lewisville  
6510 Shallowford Road, PO Box 547  
Lewisville, NC 27023

*Please review the attached Policies and Procedures. For assistance, please contact the [Town Clerk at 336-945-1022](tel:336-945-1022) or [townclerk@lewisvillenc.net](mailto:townclerk@lewisvillenc.net). The Lewisville Public Art Advisory Committee reserves the right to request additional information in order to process an exhibition proposal.*

APPLICANT		
Name(s)/Organization:		
Contact:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:	Website:	
Conflicts of Interest (disclose any active contracts or contract negotiations with the Town):		

**PROPOSED ARTWORK**

Title of proposed artwork or exhibition

*Labeling - include artist's name, date of creation, materials used (optional), short explanation of work (optional), donor's name, when applicable*

(Optional) Proposed Town-owned site for placement:

Participants (list anyone that will be involved in the project):

DRAFT

## ARTWORK DETAILS

Please attach a proposal that includes the following:

1. Narrative description of the artwork or project including:
  - a. Concept
  - b. Aesthetic vision
  - c. Artist involvement
  - d. Materials
  - e. Processes
  - f. Durability
  - g. Other relevant information
2. Timeline and detailed installation plan (including specific required components for installation)
3. Maintenance plan while the piece is on display (whether temporary or permanent)
4. Qualifications including:
  - a. Artist(s) resume/bio
  - b. Examples of past exhibits or similar projects
5. Visuals including:
  - a. Sketches, photographs, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art including an accurate description of colors
  - b. (If applicable) Digital, color images of artworks in exhibition
  - c. (if applicable) A site plan clearly showing the dimensions and the location of the art and its relation to pedestrian path of travel on the site and in the vicinity, including adjacent rights-of-way.
  - d. (If applicable) An elevation or perspective rendering showing the streetscape view of the art including the street elevations of adjacent properties
  - e. Digital images of past exhibits or similar projects
  - f. Maquette or rendering of artwork(s)

**Submit application and supporting materials to:**

Lewisville Public Art Advisory Committee  
Town of Lewisville  
6510 Shallowford Road, PO Box 547  
Lewisville, NC 27023

Or electronically at: [townclerk@lewisvillenc.net](mailto:townclerk@lewisvillenc.net)

## APPLICANT'S AUTHORIZATION TO INITIATE REVIEW OF AN EXHIBITION PROPOSAL

Authorized signature:	Signature of Legal Guardian if Artist is a minor:
Print name:	Date:



## **POLICIES AND PROCEDURES FOR ARTWORK DONATIONS, LOANS, AND EXHIBITIONS ON PUBLIC PROPERTY**

*For assistance, please contact the Town Clerk at 336-945-1022 or [townclerk@lewisvillenc.net](mailto:townclerk@lewisvillenc.net).*

### **Background:**

Private individuals and agencies occasionally offer works of art as donations or loans to the Town of Lewisville or desire to display art owned by those individuals or agencies on public property. Similarly, individuals or groups may also wish to propose a public art project that would be temporarily or permanently installed on Town property.

The Lewisville Public Arts Committee was established to provide guidance and oversight for art projects which are for public display in the Town of Lewisville. The Committee reviews and makes recommendations concerning all aspects of public art, including policy, projects, acquisition, siting maintenance, adoption, deaccessioning, education, and outreach.

The Committee shall be comprised of five (5) members. Those with an art background will be given preference. Examples of art professionals include, but are not limited to: visual arts, art nonprofit workers, design professionals, art educators, architects, art collectors, artists, craftsperson, and other professions in visual arts.

### **Definitions:**

#### **Artwork Donations/Gifts/Loans:**

- Unrestricted Donation/Gift – The donation of a work of art to the Town without any restrictions placed on where it is sited.
- Restricted Donation/Gift – The donation of a site-specific work of art to the Town.
- Loan – The loan of a work of art to the Town, with or without restrictions placed on where it is sited.

#### **Exhibitions/Artwork:**

- Temporary Exhibition/Artwork – A proposed exhibition or work of public art installed temporarily on Town property. Proposals may be site-specific or not.
- Permanent Exhibition/Artwork – A proposed exhibition or work of public art installed permanently on Town property. Proposals may be site-specific or not.
- Exhibition of privately owned art on Public Property – A proposed exhibition of art not owned by the Town but located outside the business or building of the art owner on Town property.

### **Panel Review Guidelines:**

The Committee will review each donation, loan, and exhibition proposal on the basis of the criteria established below. Individuals or groups will be required to submit the relevant application and supporting materials when proposing a donation, loan, artwork, or exhibition in order to ensure that all criteria are addressed.

1. **Artistic Merit:** Does the artwork have strong artistic merit? Criteria include but are not limited to:
  - Durability and craftsmanship in fabrication.
  - Appropriateness of artwork scale to the proposed site.
  - Appropriateness of artwork to other aspects of its surroundings, and artist's credentials and recognition.
  
2. **Site:** What type of site is proposed for the artwork? Siting criteria include but are not limited to:
  - As applicable, the artwork shall meet Town structural building, right-of-way, electrical, and other codes for safety.
  - Permanently sited artwork shall relate to the architectural, historical, geographical, and/or sociocultural context of the site.
  
3. **Safety, Maintainability and Feasibility:** Artworks on Town property must be structurally sound, durable and resistant to vandalism, weathering, and excessive maintenance/repair costs and should not pose a threat to the safety of the public. As applicable, the artwork shall be accessible to all people and meet American with Disabilities Act requirements. Applicant must provide the following information for the Committee review:
  - Adjacent/surrounding site conditions if applicable,
  - Dimensions
  - Materials
  - Colors
  - Power, plumbing or other utility requirements
  - Construction/installation method
  - Fabricator is qualified to install the work and carries adequate insurance to meet Town standards.
  - Evidence the art will not pose a threat to public safety.

The Committee may require additional support materials such as text verbally describing artwork and specifications, structural and engineering drawings, models or presentation drawings.

**Procedure:**

- A. Completed and signed applications, proposals, and supporting materials, including images or a maquette or rendering of artwork(s), should be submitted to the Committee and reviewed by staff for completion. Any questions regarding the application process should be referred to the Town of Lewisville's Town Clerk.
- B. The Committee will review applications and supporting materials, according to the criteria outlined above, at their regularly scheduled meeting. Applications and proposals should be received at least four weeks prior to the meeting. If needed, Committee can schedule a special meeting to review the application. Committee will determine, at the meeting, whether they will recommend accepting or rejecting the proposal. The Committee may attach conditions to its recommendations for acceptance or rejection of proposals.
- C. If a specific site is recommended for placement of the donated or loaned work or exhibition of private art on public property, Committee will review the proposed site. The site will also need to be approved by appropriate Town departments (Planning and Public Works). If the site is within the Downtown Overlay, Committee will forward the proposal and their recommendations to the Planning Board. If a site has not been proposed, Committee will work with the applicant to identify an appropriate location for the work of art or exhibition.
- D. If the proposal is accepted, Committee will forward the recommendation (along with the recommendation of the Planning Board, if applicable) to the Town Council for final approval.
- E. Committee will work with individuals or groups on agreements, timelines, and installation of artwork(s). If the work or exhibition has yet to be fabricated, Committee must be kept informed of the creation process with progress updates and scheduled studio visits.
- F. If Committee and the Town approve the exhibition of private art on public property, the owner of the private art must execute an agreement with the Town whereby, among other things, the owner assumes liability for personal or property damage arising from the exhibition of that private art on public property.

**Eligible Artworks:**

All artworks commissioned or acquired under the Lewisville Public Art Program shall be designed, or the process facilitated by, artist(s). Such artworks may include, but are not limited to:

1. Design work provided by the artists, including:
  - i. Artwork mounted or painted on exterior surfaces, fixtures and functional elements.
  - ii. Outdoor space design elements in areas such as plazas, public parks, arcades, and pedestrian passageways.
  - iii. Artistic design of roadways, bridges, parkways, pedestrian or bicycle pathways, transit system improvements, water and watershed facilities, solid waste transfer stations and sites with historic, archeological, and unique geological features.
2. Forms of visual art such as, but not limited to:
  - i. Sculptures, including bas-relief (cast), mobile, fountain, environmental, kinetic and electronic, in any material or combination of materials.
  - ii. All paintings, including murals and frescoes on portable and/or permanent structures.
  - iii. Art forms in clay, fiber and textile woods, metal, plastics, glass mosaics and other material; any combination or forms of media.

**Ineligible Artworks:**

1. "Art objects" which are mass-produced of standard design such as playground equipment, fountains, or statuary objects, unless incorporated into the artwork by a project artist.
2. Directional elements such as graphics, signage unless where these elements are integral parts of the original work of art or Public Art project.
3. Reproductions, by mechanical or other means, of original works of art, unless in cases where such reproduction is inherent in the art-making process, such as films, video, photography, printmaking, computer imagery or other media arts.
4. Decorative, ornamental or functional elements or architecture except where these elements are designed by the artist and/or are an integral part of the artwork by the artist or are the results of collaboration among design professionals, including at least one artist.
5. Services or utilities necessary to operate or maintain the artwork in perpetuity.
6. Artwork painted on unpainted masonry that is part of a historically designated building or structure.
7. Artwork that is considered distasteful not suitable for public viewing as determined by the Committee.





TOWN OF LEWISVILLE  
6510 Shallowford Road, PO Box 547  
Lewisville, NC 27023

**LEWISVILLE PUBLIC ART ADVISORY COMMITTEE APPLICATION**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**EMPLOYMENT AND EDUCATION**

Employer: _____	Graduate? Y/N	Major
Address: _____	High School: _____	
Phone: _____	College: _____	
Email: _____	Graduate School: _____	
Occupation: _____	Other: _____	

Are you a current board/committee member? Yes  No

Board/Committee: \_\_\_\_\_ Original Appointment Date: \_\_\_\_\_

Are you requesting reappointment? Yes  No

Why are you interested in serving on Lewisville's Public Art Advisory Committee? \_\_\_\_\_

List what interests, skills, expertise, and/or experience you have that may be of assistance to the Public Art Advisory Committee? \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Available date(s) for interview: \_\_\_\_\_

Submit applications to: Town Clerk, Town of Lewisville, PO Box 547, Lewisville, NC 27023 or [townclerk@lewisvillenc.net](mailto:townclerk@lewisvillenc.net).

**FOR OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Interview Date: \_\_\_\_\_  
Interview Date: \_\_\_\_\_ Appointed: Yes  No   
Recommendation: \_\_\_\_\_



**ORDINANCE 2022-045 OF THE LEWISVILLE TOWN COUNCIL  
AMENDING CHAPTER 16 OF THE LEWISVILLE TOWN CODE FOR  
PARKS, RECREATION AND CULTURAL DEVELOPMENT**

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

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

**WHEREAS**, Town Code Chapter 16 is being updated to clarify organizations that may be considered for use fee exemption at the Mary Alice Warren Community Center as indicated in the attached redlined version.

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

Adopted and enacted this the 10<sup>th</sup> day of November 2022 by the Lewisville Town Council.

ATTEST:

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

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

## § 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; or
- b. uses a location within the Town of Lewisville's for its primary service place; or
- c. has an office in the Town of Lewisville; or
- d. has a majority of Town of Lewisville residents in its service population; or
- 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 the Town 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)

Non-Profit Organization	MAWCC	Galloway	Shallowford Square	Jack Warren Park	Total Usage
Lewisville Civic Club	Monthly Meeting (11 with 12 more scheduled)		Yard Sale (2)		25
	Party (1)				1
Winston-Salem/Forsyth County Schools					
Lewisville Elementary	Meeting (1)		Rental (2)		3
Easton Elementary (Winston-Salem)	Meeting (1)				1
South Fork Elementary (Winston-Salem)	Meeting (1)				1
Vienna Elementary			Concert (1)		1
Reagan High School Field Hockey Team	Banquet (1)				1
Winston-Salem/Forsyth County Schools Parent Teacher Association					
Lewisville Middle School PTSA	Meeting (1)				1
Boy Scouts of America (local units sponsored by local organizations)					
Boy Scout Troop 752	Weekly Meeting (47 with 57 more scheduled)				104
	District Banquet (1)				1
Girl Scouts of America (local units sponsored by local organizations)					
Girl Scout Service Unit 144	Meeting (3 with 7 more scheduled)				10
Girl Scout Troop 02676	Meeting (3)				3
Girl Scout Troop 13148	Dinner (1)				1
Girl Scout Troop 2826	Meeting (1)				1
Girl Scout Troop 40047	Bi-Weekly Meeting (17 with 14 more scheduled)	Shred Event (1)		Party (1)	33
Girl Scout Troop 40052	Bi-Weekly Meeting (3 with 18 more scheduled)			Meeting (2)	23
Lewisville Garden Clubs	Meeting (5)				5
Lewisville Historical Society	Meeting (3 with 5 more scheduled)	Board Retreat (1)			9
Lewisville Area Arts Council (LAAC)		Meeting (4 with 5 more scheduled)			9
Lewisville Branch Library (cooperative agreement with the Forsyth County Library System)	Summer Reading (2)	Summer Reading (1)	Summer Reading (1)		4
	Yoga Class (2)	Meeting (1)	Childrens Story Time (3)		6
		Aging Well Program (2)			2
Friends of the Lewisville Library					
Piedmont Triad Regional Council and PTRC sponsored programs					
Northwest Little League					
American Legion	Monthly Meeting (11 with 7 more scheduled)				18
American Legion Auxilliary	Monthly Meeting (9 with 7 more scheduled)				16
4H Clubs					
Lewisville Athletic Association					
Homeowner Association (once yearly meetings)					
Shallowford Lakes	Annual Meeting				1
Brook Acres Farm	Annual Meeting				1
Crafton Creek	Annual Meeting				1
Fountain Brook	Annual Meeting				1
Ridgecrest at Wellesley Place	Annual Meeting				1
Wyndham Farms	Annual Meeting				1
Vienna Civic Club					
Shepherd's Center					
FCSO Explorer Post 975					
Rotary Club of Western Forsyth County					
Indian Association of the Carolinas	Meeting (1)			Picnic (1)	2
	Party (1)				1
Tealdrops, Inc.					
Forsyth Home Educators	Meeting (4)				4
	Chess Club (2)				2
Shallow Ford Foundation					
					294



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

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

## FACILITY USE EXEMPTION REQUEST APPLICATION

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

Organization Name: West Forsyth Christian Preschool  
 Contact Person: Rosemary Drinkuth  
 Mailing Address: 125 Lewisville-Clemmons Road, Lewisville  
 Phone Number: 336.766.0301 Email Address: rdrinkuth@wfcpreschool.com  
 Web Address: westforsythchristianpreschool.com

1. Describe your organization's mission statement and how it impacts the Town of Lewisville community. We have attached a copy of our Mission Statement  
We are only one of two Christian Preschools in Lewisville - us being the only full-day preschool  


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2. Describe the individuals and/or groups of residents that are served by your organization.  
Meet the needs of Community Families needing a quality Christian Preschool 2yr through 5yr olds  
We are a non-profit organization 501(c)(3)  


---

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---

---
3. How many years has your organization been providing its current service? 14  


---
4. Date of organization's formation. August 8, 2008  


---
5. Attach a listing of current members and presiding officers of your organization. Please include names, titles, and contact information. **\*\*Attached is a list of our Board of Directors**
6. Attach IRS status documentation, if applicable, for your organization. **\*\*Attached is a copy of our Tax ID**
7. Please provide any other information you feel is pertinent for consideration regarding your organization's request. **\*\*Each year we hold a huge fundraiser with a Silent Auction/Gallery Hop serving 125-150**


The Funds that are raised are used to improve the preschool and playground

We are requesting use of the Mary Alice Warren Community Center for our Event on April 21, 2023

**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.

	Director	10/14/2022
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): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





## 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.

---



2022-23

## BOARD OF DIRECTORS

### OFFICERS

<b>President</b>	Alex Smith (8/15) 901 Loblolly Drive Lewisville, NC 27023 336.391.1775 natsmith77@yahoo.com	<b>Vice President</b>	Juan Abreu (8/15) *3150 Ashton Grove Court Winston-Salem, NC 27127 336.493.3958 jpabreu007@gmail.com
<b>Treasurer</b>	Christian Griffith (8/19) 4470 Clarksburg Road Clemmons, NC 27012 804.338.3635 cgriffith0626@att.net	<b>Secretary</b>	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 awestmoreland90@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 Turner 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 2022-23**

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 7 2009**

WEST FORSYTH CHRISTIAN PRESCHOOL  
PO BOX 670  
LEWISVILLE, NC 27023-0670

Employer Identification Number:  
22-3980976  
DLN:  
17053214304038  
Contact Person:  
JAMES T DUMAS ID# 31547  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
509(a)(2)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
July 1, 2008  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

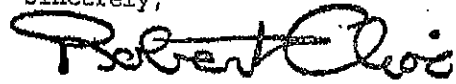
Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

**RECEIVED**  
5-11-09

Letter 947 (DO/CG)

WEST FORSYTH CHRISTIAN PRESCHOOL

Sincerely,

A handwritten signature in black ink that reads "Robert Choi". The signature is written in a cursive style with a large, prominent "R" and "C".

Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Publication 4221-PC



October 28, 2022

Dora Moore  
Town Clerk  
Town of Lewisville  
6510 Shallowford Road  
Lewisville, NC 27023

Subj: Facility Use Exemption Request Application re: Kiwanis Club of Clemmons

Attachments:

- 1) Facility Exemption Request Application
- 2) Listing of Officers and Current Members
- 3) IRS assignment of Employer Identification Number
- 4) IRS Exemption from Federal Income Tax
- 5) Latest Club Newsletter

Dear MS Moore,

Please find the required documentation for the Kiwanis Club of Clemmons application for facility use exemption.

If you have questions or need more information, I would be happy to provide.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Watson', written over a horizontal line.

**Michael Watson**  
**President**

[MGWatson@Live.com](mailto:MGWatson@Live.com)

336 971 7444



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

336-945-1022  
townclerk@lewisvillenc.net

## FACILITY USE EXEMPTION REQUEST APPLICATION

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

Organization Name: Kiwanis Club of Clemmons  
Contact Person: Chris Billups  
Mailing Address: 392 Lewisville Trails Rd  
Lewisville, NC 27023  
Phone Number: 336 601 4851 Email Address: billups.chris2@gmail.com  
Web Address: N/A

1. Describe your organization's mission statement and how it impacts the Town of Lewisville community. "Kiwanis is a global organization of volunteers dedicated to changing the world one child and one community at a time"  
~50% of members reside in Lewisville. Major interaction with West Forsyth HS and Morgan ES. Seeking more interaction with Lewisville schools
2. Describe the individuals and/or groups of residents that are served by your organization. Primary focus is on adults who are residents of Clemmons and Lewisville, but open to adults of other communities as well. Though the club name includes Clemmons, just as many members reside in Lewisville. Currently engaged in changing name from Kiwanis Club of Clemmons to Kiwanis Club of West Forsyth
3. How many years has your organization been providing its current service? 39
4. Date of organization's formation. March 24, 1983
5. Attach a listing of current members and presiding officers of your organization. Please include names, titles, and contact information.
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.

Attach 1) p. 1

**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.

M. J. DeSilva                      President                      October 28, 2022  
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): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


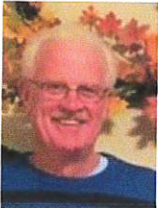



Attach 1) p. 2

# Member Directory

**Club name:** Clemmons  
**Club key:** K10897  
**Charter date:** 3/24/1983  
**Club website:**

**CLUB OFFICERS:**  
**President:** Mr Michael G Watson  
**President-elect:** Mr James Brosovic  
**Past president:** Mr Michael G Watson  
**Secretary:** Mr Chris Billups  
**Treasurer:** Barbara S Schanker

**Meeting location:** Trinity Elms Assisted Living  
 Community Center  
**Meeting day/time:** 1st & 3rd WE, 08:00 AM

	First name	Last name	Contact Information	Spouse/partner	Club Join Date
	Ina	Beavers	119 Aubrey Merrell Rd Mocksville NC 27028 e: thebeav08@gmail.com t: (336) 941-0265 (home)		2019
	Chris	Billups	<b>Secretary</b> Chemetall/BASF 392 Lewisville Trails Rd Lewisville NC 27023-9629 e: billups.chris2@gmail.com t: (336) <del>253-6947</del> (mobile) <b>601-4851</b> Industrial Sales	Linda	2010
	Edward	Brewer	4545 Bridgewater Dr Clemmons NC 27012-9107 e: eybrewer@yahoo.com t: (336) 287-2779 (mobile)		1991
	James	Brosovic	<b>President-Elect</b> Retired 5500 Bridgegate Dr Winston Salem NC 27106 e: jbrosovic@hotmail.com t: (336) 971-8729 (home)		2014
	Theresa	Bryant	273 Summerglen Dr Lewisville NC 27023-8236 e: tdbryant@wsfcs.k12.nc.us t: (336) 391-4893 (mobile)	Christopher	2015

Attach 2) p. 1





Stephen Danner 581 Drumheller Rd Claire 2001  
 Clemmons NC 27012-8531  
 e: sadanner@triad.rr.com  
 t: (336) 766-9000 (home)



Christopher Flynt 6111 Seward Rd Paula 2010  
 Pfafftown NC 27040-9673  
 e: cflynt@wsifb.com  
 t: (336) 473-2170 (home)



Paul Matthews 1244 Arbor Rd Apt 610 1983  
 Winston Salem NC 27104-1139  
 e: pmatth@earthlink.net  
 t: (336) 723-1706 (home)



Stephanie Sanders 3210 Village Point Dr 2022  
 Clemmons NC 27012-8001  
 e: snsanders@wsfcs.k12.nc.us  
 t: (336) 970-3852 (mobile)



Barbara Schanker **Treasurer** Joel 1997  
 7920 Lasley Forest Dr  
 Lewisville NC 27023-8244  
 e: bschanker@hotmail.com  
 t: (336) 945-3113 (home)



Joel Schanker 7920 Lasley Forest Dr 2002  
 Lewisville NC 27023-8244  
 e: jschanker@hotmail.com  
 t: (336) 945-3113 (home)



Thao Sommerville 4665 Elk Valley Ct 2022  
 Winston Salem NC 27103-9718  
 e:  
 thao@powerfulpeaceofmind.com  
 t: (336) 414-4775 (mobile)



Rhonda Vrell 1589 Skeet Club Rd Ste 102 2005  
 PMB 185  
 High Point NC 27265-8818  
 e: rvrell@kiwanis.org  
 t: (336) 687-5498 (cell)

Attach 2 p.2



Michael

Watson

**President**

2019

1594 Greenfield Estates Dr  
United States  
United States  
Lewisville NC 27023-9739  
e: mgwatson@live.com  
t: (336) 971-7444 (mobile)



Dianna

Watson

1594 Greenfield Estates Dr  
Lewisville NC 27023-9739  
e: lacemaker@live.com  
t: (336) 971-7440 (home)

2022

**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 03-17-2016

Employer Identification Number:  
81-1855514

Form: SS-4

Number of this notice: CP 575 A

CLEMMONS KIWANIS FOUNDATION  
% BARBARA SCHANKER  
7920 LASLEY FOREST RD  
LEWISVILLE, NC 27023

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-1855514. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

Attach 3) 7.1

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at [www.irs.gov](http://www.irs.gov) for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is CLEM. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Attach 3) 7. 2

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call  
( ) -

DATE OF THIS NOTICE: 03-17-2016  
EMPLOYER IDENTIFICATION NUMBER: 81-1855514  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023  
██

CLEMMONS KIWANIS FOUNDATION  
% BARBARA SCHANKER  
7920 LASLEY FOREST RD  
LEWISVILLE, NC 27023

A Hach 3) p. 3

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 24 2016**

THE CLEMMONS KIWANIS FOUNDATION  
7920 LASLEY FOREST ROAD  
LEWISVILLE, NC 27023-0000

Employer Identification Number:  
81-1855514  
DLN:  
26053481002446  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
March 8, 2016  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

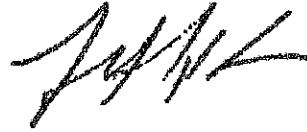
For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

A-Hach 4) 7.1

THE CLEMMONS KIWANIS FOUNDATION

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey I. Cooper', written in a cursive style.

Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements

A Nach 4) 7. 2

Letter 5436



# Kiwaniis<sup>®</sup>

## CLEMMONS, NC

September 2022

### Kiwaniis Mission Statement

Kiwaniis is a global organization of volunteers dedicated to  
Improving the world, one child and one community at a time.

#### Officers

##### President

Michael Watson

##### Vice President

Jim Brosovic

##### Secretary

Chris Billups

##### Treasurer

Barbara Schanker

#### Committees

##### Community Service

Steve Danner

##### Key Club

Theresa Bryant

##### Membership

Ina Beavers

##### Interclub

Paul Matthews

##### Nut Sales

Chris Billups

##### Publicity

Ina Beavers

##### Board member at Large

Joel Schanker

#### From the President

We have had a good month. During our September 21 meeting we were happy to welcome our new Lieutenant Governor Virgil Lesanne but had to say a sad good-bye to his predecessor Joanne Le Donne. We hope to work with them in their new capacities.

We also said good-bye to the Union Hill Baptist Church. We were grateful that Reverend Christopher Burcham, his staff, and congregation gave us a home immediately after the onset of the pandemic. A special hats off to Ina Beavers for making the arrangements with her church and keeping us going through the difficult times.

Our "new" home will be back to the Trinity Elms extended care facility. We are not exactly in the same area as before. We have been given excellent facilities in the Independent Living section. We are thankful to the Trinity Elms staff for welcoming us back. We are looking forward to another long stay.

Save the date: Sunday, October 23, 2022 from 4:00 p.m. to 6:00 p.m. Installation of Officers pot luck dinner at the Watson home. We are looking forward to seeing everyone there.

Have a great October. Pay attention to it. The days keep going by faster and faster.

Michael

Oct 5	8:00	Membership Meeting
Oct 12	8:00	Board Meeting
Oct 15		Clemmons Community Clean Up
Oct 19	8:00	Membership Meeting
Oct 21	10:00-2:00	The Blind Power Company
Oct 23	4:00-6:00	Officer Installation Potluck (Watson's Residence)
Oct TBD		District Secretaries Meeting (online)
Oct TBD		District Presidents Meeting (online)
Nov 2		Membership Meeting
Nov 9		Board Meeting
Nov 16		Membership Meeting
Nov TBD		Thanksgiving Box Prep

Clemmons Kiwanis

Contact:

Michael Watson

[mgwatson@live.com](mailto:mgwatson@live.com)

336-971-7444

Attach 5) 7-1

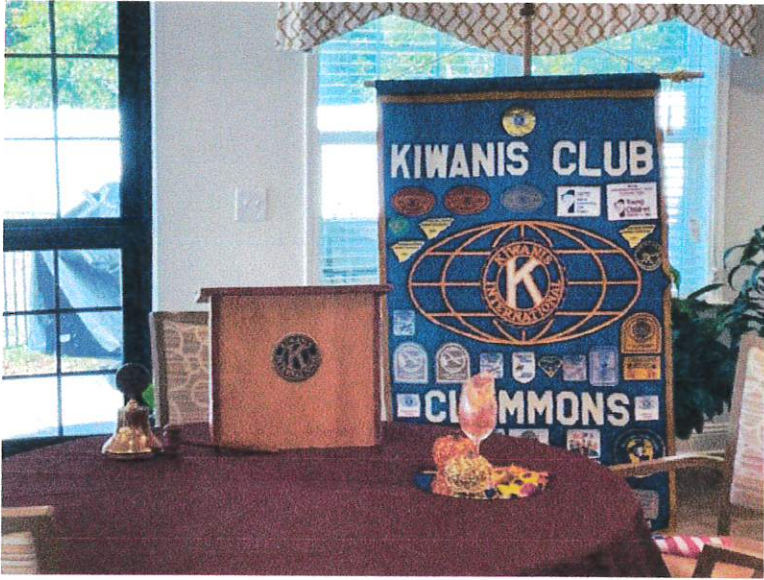


## Clemmons Kiwanis New Home

We are fortunate to be able to resume our meetings at Trinity Elms. We have a fantastic room to meet in and the staff has been very gracious in providing a number of amenities. Our meetings remain the first and third Wednesdays of the month at 8:00 am. The address is:

Trinity Elms Independent Living Apartments – Community Center  
7543 Fair Oaks Drive  
Clemmons, NC 27102

We are looking forward to seeing everyone in our new home.



Attach 5) P.2



# Clemmons Kiwanis Bell Collection

By Chris Billups

"RING" and then the meeting begins!

"RING" and then the meeting ends!

We all know that Kiwanis meetings start and end with the ringing of a bell. When I was President of our club (2012 – 2014) I came up with the slogan, "Let's continue to have fun and keep the bell ringing!". As a result, I decided to have our club start a Clemmons Kiwanis Club bell collection. In the beginning I had a few bells. To encourage making the collection larger I asked members to donate as many bells as they like. Big ones, small ones, unique ones, antiques, goofy ones. It did not matter just donate bells! Members started bringing them in during our meetings from their storage boxes, buying them in stores, and when they were on trips. The collection grew to 32 bells and are from all over the world.

When I was Lieutenant Governor (2014 – 2016) I came up with a Traveling Bell Contest to encourage all clubs in Division 5 to do inter-clubbing. I used the large bell in the center of the picture for the contest. There were rules, but basically if you had the bell your club had to do an interclub within 2 to 3 weeks. You would then pass the bell off to the club you attended and notify me you had passed the bell. I would then award that club with points. The process would then continue with the new club that now had the bell, etc. At end of each year, I would give a nice prize to the club with the most points. Mt. Airy won this award both years! In Division 5 there were many interclubs those 2 years and the bell traveled over 1,000 miles!

I like all the bells. My favorite:

**Most sentimental bell(s)** – The 2 traditional school bells. These were used by my mom when she was doing her student teaching in a one-room schoolhouse in West Virginia. They are very old.

**Favorite Bell** – It is the large service bell that you ring if nobody is behind the counter. This was given to the club by Joel and Barbara. They purchased the bell when they were on a vacation in London. It really looks like a European motel service bell. The funny part about it is when I turned it over. It had a sticker on it – Made in China.

I even wrote a poem on the bells that I am not sure I have ever shared. I wrote this in 2012 and just found it in my old computer files.

*Bells, bells, bells,  
Clemmons Kiwanis bells,*

*All us members ring,*

*They're so swell.*

*Good deeds done and "ting-a-ling".*

*Big ones, small ones, & some you swing.*

*Some you strike to ring.*

*I love bells, Clemmons Kiwanis bells*

*Let's continue to have fun and keep the bell ringing!*



AHach 5) P. 3



## Clemmons Kiwanis Member Profile

It is our pleasure to focus this month on Paul Matthews. He joined the Kiwanis Club of Clemmons in 1983 – the club's first year. He has been with us every day since.

His story is one of local stays local and makes good. His high school years were spent at the Clemmons County High School. It closed shortly after he departed, but we have been told it wasn't his fault.

He did well there academically and on the playing field. In fact, he made all state as his team's pitcher and was able to play in the state finals. He did so well that the Boston Red Sox offered him a contract with one of its farm teams in Kentucky. He was thinking seriously of signing, but his mother put her foot down and told him in very certain terms that he would be going to college. Paul said that he did not regret deciding to go to Wake Forest University on a baseball scholarship. He reported in the autumn of 1954. Unfortunate timing as the previous spring Wake Forest baseball won the NCAA championship with mostly seniors. So, he found himself with a team in a building season.

His time at Wake Forest proved historic. In 1956 the Reynolds Corporation lured the university from its home in the town of Wake Forest to a new campus in Winston-Salem. So Paul was home again.

Paul started his university career thinking he would get a degree in Physical Education and Coaching, hoping to take his sports experience to the schools in the Winston Salem area. However, he soon focused on a business career. He established himself in the *Keymid Catalog Showroom* located where the very recently closed *Tractor Supply* shared the parking lot.

During his years at Keymid he was able to direct his company successfully. He was also able to serve in the National Guard and rose to the rank of Captain.

Throughout his thirty-nine years with Clemmons Kiwanis, he served in many positions of leadership and service. However, his favorite activity was as a fundraiser. His talents as a salesman made him a natural to lead the many fundraising activities of the club. He has been, and continues to be, a valuable member of the club and the community. He exemplifies the Kiwanis International defining statement:

Kiwanis is a global organization of volunteers dedicated to improving the world one child and one community at a time.

Paul and his wife Barbara still live in Winston-Salem. When asked if he has ever wanted to live anywhere else, he stated emphatically: "Never considered it."





## Clemmons Kiwanis Upcoming Activities

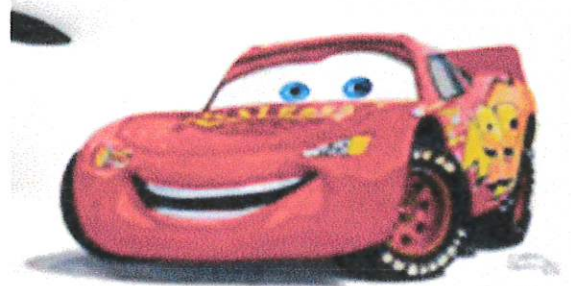


**Community Clean-up** – We will not meet at the church as usual, but will start at the Public Works Building in Clemmons (3800 Dillon Industrial Road) on October 15. Plan to be there by 8:30 AM. We will be working in coordination with the Village of Clemmons. We will be following our normal route. The Key Club of West Forsyth High School will be assisting.

### The Blind Power Company

Clemmons Kiwanis will join with *The Blind Power Company* and other organizations for a very interesting event. *The Blind Power Company* supports and promotes the independence of persons who are blind or visually impaired through peer directed advocacy, awareness, and adventure. It is directed by Chris Flynt – a member of Clemmons Kiwanis.

The adventure in this case is a chance for someone totally blind to get behind the wheel of a real car and be totally free to drive. Please mark your calendars for Friday, October 21 at the Carolina Classic Fairground from 10:00 am to 2:00 pm. Free lunch! Our club will provide the drinks booth for the event. Come out and support Chris and the members of the Blind Power Company.



### This Month's Worthy Cause – Clemmons Food pantry

Established in 2004, the Clemmons Food Pantry is a non-profit organization providing supplemental groceries to residents of Forsyth County. Started as a Sunday school project by a small group at Clemmons United Methodist Church, the Pantry has since grown to an award-winning community organization that has extended its services to more than 175,000 people.

They hold strong to their roots as an organization with a mission to help those in need by filling the most basic of needs – nourishing the body. From the start, it was determined that the Pantry would not turn away anyone in need, regardless of circumstance. This still holds true today and clients may receive groceries every 30 days no matter their income or situation.

In 2015, they began their "Client Choice" program, which allows their clients to select their own groceries. Their client facility resembles a small grocery store, and clients use shopping carts to choose for themselves what products they receive. Giving their clients the opportunity to choose their own food lets them have a sense of dignity and control, limits waste (since they tend not to take food they won't use) and allows them to tailor the help they receive to be the best possible fit for their own unique situation.

Their food comes from many sources:

- Community donations of non-perishable food and fresh produce
- Government programs
- Purchases of low-cost food from the Second Harvest Food Bank
- Supplemental purchases of fresh meat and produce

The Pantry is fortunate to be supported entirely by a network of more than 350 generous volunteers who give their time and energy to serve others. **With no paid employees**, they are able to use the majority of their donations to purchase food from Second Harvest as well as meat and produce from retailers and distributors.

<https://clemmonsfoodpantry.org/>

Attach 5) 7. 5



## Clemmons Kiwanis Recent Activities

### Kiwanis Club of Davie County Installation

We enjoyed a fantastic evening as guests of the Kiwanis Club of Davie County. The occasion was a combination Club Launch, Officer Installation, and One Year Anniversary on the evening of September 24. The Junker Reception Barn was the perfect venue. Club President Edwin Owens welcomed us and led us to the tasteful catered meal.

The program started with District Trustee (in Charge of Establishing New Clubs) Mike Kirchner. He summarized the process of establishing a new club and extolled the efforts of the Davie club members in that process.

Incoming Lieutenant Governor Virgil Lasanne spread his enthusiasm by addressing the possibilities of a new club in creating a lasting impression on the community. Helping just one child at a time can bring meaningful change in unimaginable ways.

With just a few days remaining in his governorship, Joe Caustic provided some meaningful remarks on the effectiveness of clubs of all sizes. He focused on the defining character of each club and how they can be effective in their unique ways. He emphasized that it isn't the size of a club that matters, but how they can contribute to the community.

Edwin concluded the speech portion of the program by describing some of the past local initiatives of the club and future plans. He conveyed his thoughts of trust and admiration for the members

Special expressions of appreciation were given to Joann Le Donne and Ina Beavers for their integral roles in making the club operational.

After the speeches, Governor Joe Crostic conducted the official installation of the officers and Board Members.

It was a very nice evening. Thank you Davie County Kiwanis.



Doug Shaffer  
Edwin Owens  
Virgil Lasanne  
Ina Beavers  
Sharon Cellemme  
Cynthia Miller  
Joe Crostic



Cynthia Miller-Secretary, Joe Crostic,-Governor, Edwin Owens-President, Ina Beavers-Board, Sharon Cellemme-Treasurer, Joanne Le Donne-Board, Doug Shaffer-Board member.



Edwin Owens and Joe Crostic

Attach 5) 7.6



## IMPORTANT NEWS FOR KIWANIS MEMBERS

### From Kiwanis International: Strength in Diversity

At Kiwanis, our mission – to serve the children of the world, one child and one community at a time – is reflected in our continuing commitment to diversity, equity, and inclusion. We understand that the children of the world represent a variety of races, ethnicities, religions, abilities, socioeconomic statuses, gender identities, and sexual orientations. Our vision is to be a positive influence in societies worldwide, so that one day, regardless of background, all children wake up in communities that believe in them, nurture them and provide the support they need to survive.

To ensure our vision comes to life, it is imperative that our Kiwanis family welcomes, includes, and serves individuals with diverse backgrounds, talents, and perspectives. With Kiwanis' worldwide presence, it is critical that we work with and engage members and organizations representing diverse communities throughout all levels of our organization.

**Diversity:** We commit to increasing diversity and celebrating the range of human differences. Kiwanis clubs shall not discriminate based upon race, color, creed, national origin, age, or sex, including sexual orientation and gender identity, when considering membership or during any of their activities or operations.

**Equity:** We commit to a policy of opportunity that promotes fairness, impartiality, and nondiscriminatory actions for all persons – no matter the criteria.

**Inclusion:** We commit to pursuing efforts to ensure the dignity of all people is recognized, respected, valued, and empowered.

### District Events for October 2022

#### [World Bullying Prevention Month](#)

October 1 - [Club Excellence Day - Rocky Mount, NC](#)

October 1 - [Children's Fund Microgrant goes live](#)

October 5 - [World Teachers' Day](#)

October 9 - [Key Club Fall Rally, Carowinds, SC](#)

October 10 - Deadline to delete members for 2022-23 dues billing

October 10 - 14 - [Youth Protection Week](#) (Live training available monthly through December [here](#).)

October 17-21 – Circle K International Week

October 28 - 30 - [Key Leader, Lake Wylie, SC](#)

Attach 5) p. 7



**RESOLUTION 2022-061 OF THE LEWISVILLE TOWN COUNCIL  
AUTHORIZING LEWISVILLE LIFT STATION RELOCATION AGREEMENT**

**WHEREAS**, the Town, together with North Carolina Department of Transportation, will construct the Great Wagon Road; and

**WHEREAS**, construction of the Great Wagon Road necessitates relocation of a lift station belonging to the Winston-Salem/Forsyth County Utility Commission and serving Lewisville; and,

**BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL** that the Town of Lewisville enter into an agreement with and the interim Town Manager is authorized to sign said agreement with Winston-Salem/Forsyth County Utilities for the design, permitting and reconstruction of the lift station in a new location; construction of new gravity sewer and force mains; and, acquisition of real property for the lift station reconstruction.

Adopted this the 3<sup>th</sup> day of November 2022 by the Lewisville Town Council.

ATTEST:

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

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



## TOWN OF LEWISVILLE 2023 MEETING SCHEDULE

	TIME	PLACE	DAY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Beautification Committee	07:00pm	TH	MON	N/A	20	20	17	15	N/A	N/A	N/A	18	16	20	4
LV Utilities Committee	06:30pm	TH	WED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Parks and Recreation Board	06:30pm	TH	MON	9	13	13	10	8	12	10	14	11	9	13	11
Planning Board Meeting * 110	06:30pm	TH	WED	11	8	8	12	10	14	12	09	13	11	08	13
Planning Board Work Session	06:30pm	TH	WED	18	22	22	26	24	28	26	23	27	25	N/A	N/A
Public Safety Committee	05:30pm	TH	TUE	3	8	7	4	2	6	N/A	1	5	3	7	5
Environmental Committee	06:30pm	TH	TUE	10	14	14	11	9	13	11	8	12	10	14	12
Special Projects Review Comm	06:30pm	TH	THU	5	2	2	6	4	1	6	3	7	5	2	7
T C Briefing & Action Meeting	06:30pm	TH	THU	5	2	2	6	4	1	6	3	7	5	2	7
Town Council Meeting	07:00pm	TH	THU	12	9	9	13	11	8	13	10	14	12	9	14
Willow Run Mun Svc Dist Board	06:30pm	TH	TUE	17	N/A	21	18	N/A	N/A	18	N/A	N/A	17	N/A	N/A
Zoning Board of Adjustment	06:30pm	TH	TUE	24	28	28	25	23	27	25	22	26	24	28	N/A
Council Retreat															

Additional meetings and changes in the meeting scheduled will be advertised on Channel 6 and the Town's website.

Special Projects Review Committee - Only meets when there is a request to be heard by the committee. The meeting follows the Town Council Briefing.

Zoning Board of Adjustment - Only meets as needed.

Planning Board Meeting - If no public hearing IS scheduled, Planning Board meets in Town Hall conference room 201.

**DISABLED PERSONS REQUIRING SPECIAL ACCOMMODATIONS MAY CONTACT TOWN HALL AT LEAST 72 HOURS  
IN ADVANCE OF THE MEETING TO REQUEST SPECIAL ASSISTANCE (336-945-5558).**

Legend: Location (TH) - Town Hall



<b>2023 BUDGET CALENDAR</b>			
	<b><u>Date</u></b>	<b><u>Time</u></b>	<b><u>Note</u></b>
Draft budget presented to Council at Council meeting	April 13, 2023	7:00 PM	
Budget workshop	April 17, 2023	6:00 PM	
Budget Workshop	May 1, 2023	6:00 PM	
Budget workshop following briefing	May 4, 2023	6:30 PM	
Budget workshop	May 8, 2023	6:00 PM	
Budget ordinance final review at briefing	June 1, 2023	6:30 PM	
Budget public hearing at regular Council meeting	June 8, 2023	7:00 PM	

DRAFT



**RESOLUTION 2022-063 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 three months ended September 30, 2022; and

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

**NOW, THEREFORE BE IT RESOLVED THAT** the Lewisville Town Council accepts the Revenue Statement Summary and the Encumbrances and Expenditure Statement Summary for the three months ended September 30, 2022 and incorporated herein.

Adopted this the 10<sup>th</sup> day of November 2022 by the Lewisville Town Council.

ATTEST:

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

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

**Town of Lewisville**  
**Financial Budget to Actual Report - General Fund**  
**Three Months Ended September 30, 2022**

**General Fund**

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Property Tax Collections	\$ 2,883,926.00	\$ 314,673.86	\$ 2,569,252.14	10.91%
Sales Tax Revenue	1,057,280.00	108,096.86	949,183.14	10.22%
Other Revenues	1,399,596.00	252,088.14	1,147,507.86	18.01%
Transfer from ARPA Special Revenue Fund	-	-	-	0.00%
Total	5,340,802.00	\$ 674,858.86	\$ 4,665,943.14	12.64%
Appropriation from Fund Balance	1,264,235.20			
	<u>\$ 6,605,037.20</u>			

Departments	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Governing Body	\$ 311,623.00	\$ 56,352.98	\$ 75,774.50	\$ 179,495.52	42.40%
Administration	909,741.20	213,241.33	24,699.84	671,800.03	26.15%
Finance	266,245.00	75,489.23	4,462.99	186,292.78	30.03%
Debt Service	232,400.00	232,400.00	-	-	100.00%
Planning & Zoning	465,975.00	48,593.16	11,772.50	405,609.34	12.95%
Beautification	108,162.00	19,216.56	75,800.28	13,145.16	87.85%
Community Policing	785,495.00	8,584.56	-	776,910.44	1.09%
Public Safety	16,450.00	280.00	-	16,170.00	1.70%
Public Works	460,591.00	123,728.75	55,383.03	281,479.22	38.89%
Streets	250,585.00	5,781.11	96.99	244,706.90	2.35%
Powell Bill	385,357.00	5,892.60	-	379,464.40	1.53%
Storm Water	178,526.00	22,547.39	96,019.25	59,959.36	66.41%
Solid Waste	890,000.00	148,259.93	-	741,740.07	16.66%
Recycling	7,595.00	145.00	-	7,450.00	1.91%
Parks and Recreation	416,292.00	76,536.63	100,486.92	239,268.45	42.52%
Transfers to Capital Reserves	920,000.00	920,000.00	-	-	100.00%
Total	<u>\$ 6,605,037.20</u>	<u>\$ 1,957,049.23</u>	<u>\$ 444,496.30</u>	<u>\$ 4,203,491.67</u>	36.36%

General Fund Balance 7/1/2021	\$ 6,167,863.15
Increase (Decrease) FY 2021-2022 (Preliminary & Unaudited)	\$ 1,775,269.90
Year-to-Date Increase (Decrease) FY 6/30/2023	\$ (1,282,190.37)
General Fund Balance 9/30/2022	<u>\$ 6,660,942.68</u>

**Town of Lewisville**  
**Financial Budget to Actual Report - Willow Run Municipal Service District**  
**Three Months Ended September 30, 2022**

***Willow Run Municipal Service District***

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Revenues	\$ 36,610.00	\$ 4,435.03	\$ 32,174.97	12.11%
Total	<u>\$ 36,610.00</u>	<u>\$ 4,435.03</u>	<u>\$ 32,174.97</u>	12.11%
Appropriation from Fund Balance	\$ -			
	<u>\$ 36,610.00</u>			

	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Expenditures	\$ 36,610.00	\$ -	\$ -	\$ 36,610.00	0.00%
Total	<u>\$ 36,610.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 36,610.00</u>	0.00%

MSD Fund Balance 7/1/2021	\$ 193,840.25
Increase (Decrease) FY 2021-2022 (Preliminary & Unaudited)	\$ (1,394.91)
Year-to-Date Increase (Decrease) FY 6/30/2023	<u>4,435.03</u>
MSD Fund Balance 9/30/2022	<u>\$ 196,880.37</u>

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

**Capital Reserves Funds**

GWR ROW/Construction Capital Reserve	\$ 1,056,448.62
Sidewalks, Bike Paths, and Greenways Capital Reserve	158,066.17
Municipal Buildings/Land Capital Reserve	131,035.28
Public Works Facility Capital Reserve	829,204.99
Parks & Recreation Capital Reserve	401,878.04
<b>Total Capital Reserve Fund Balances</b>	<u><u>\$ 2,576,633.10</u></u>

**Capital Projects Funds**

GWR ROW/Construction Capital Project	\$ 739,724.55
JWP Maintenance Facility/Playground Expansion Capital Project	20,766.76
Gateway Project Capital Project	191,867.72
Community Center Capital Project	275,489.59
Roundabout at Lewisville-Vienna Road and Robinhood Road Capital Project	200,496.60
<b>Total Capital Projects Fund Balances</b>	<u><u>\$ 1,428,345.22</u></u>

**American Rescue Plan Act Special Revenue Fund**

American Rescue Plan Act funding received	\$ 4,024,471.50
Transferred to General Fund to reimburse for general government services - revenue replacement - Fiscal Year 2021-2022	(1,208,168.14)
Investment earnings	<u>13,713.44</u>
<b>American Rescue Plan Act Special Revenue Fund - Cash Balance</b>	<u><u>\$ 2,830,016.80</u></u>



**Lewisville Town Council**  
**Briefing and Action Meeting Minutes**  
**October 6, 2022 – 6:30 PM**  
**Lewisville Town Hall 2<sup>nd</sup> Floor Conference Room**  
**6510 Shallowford Road**

1. **Call to Order:**
  - A. Mayor Horn opened the meeting at 6:30 PM. In attendance were Mayor Mike Horn, Mayor Pro Tem Jeanne Marie Foster and Council Members Fred Franklin, Melissa Hunt, Ken Sadler, and Jane Welch. Also attending were Interim Town Manager & Planner Stacy Tolbert, Finance Director Pam Orrell, Town Clerk Dora Moore, Attorney Bo Houff, and Facility Manager Brian Moore. Council Member David Smitherman were absent.
  - B. Adoption of Agenda – Council Member Welch moved to approve the agenda to include a closed session. The motion was seconded by Council Member Hunt and approved unanimously.
2. **Introductions, Recognitions and Presentations for October 6, 2022**
  - A. Introduction
    - i. Planner I – Mrs. Tolbert introduced Adam Barr as the Town’s new Planner I. Mr. Barr is a UNC-Greensboro graduate and formerly worked in the planning department at Davie County assisting Mocksville and Bermuda Run.
  - B. Presentation
    - i. Lewisville lift station relocation – Winston-Salem/Forsyth County Utilities (WSFCU) staff and a Freese & Nichols representative shared with Council information related to the relocation of the sewer lift station currently located behind the Food Lion shopping center. The purpose of the new lift station is due to the Great Wagon Road construction. WSFCU briefly explained the new location of the lift station as well as cost and projected service area. The Town would be responsible for ninety percent (90%) of design, bidding and construction administration cost. WSFCU will pay ten percent (10%). WSFCU will pay \$250,000 of construction cost with the Town paying construction costs exceeding \$250,000. Council discussed the reserve and their desire to, hopefully, recoup some of the costs through voluntary annexations in the service area not currently in the Town limits. It was noted these discussions would need to be held with Utilities Director Courtney Driver. Staff was requested to gather information related to the most recent sewer study and minutes related to the 2018-2019 discussions. Staff was also requested to compile a list of committed project funds. *(Presentation is included as part of the minutes.)*
3. **Administrative Report**
  - A. Community Center Facilities & Programming Manager
    - i. Mr. Moore shared a quarterly report of events, programs and rentals at Mary Alice Warren Community center (MAWCC). Mr. Moore also reported that repair work related to the construction warranty was being done and great progress was being made. Mr. Moore is also developing a participation survey to gain feedback on potential programs at MAWCC. *(Mr. Moore’s report is included as part of the minutes.)*
4. **Closed Session - NCGS 143-318.11(a)(3)** – Council Member Hunt moved to enter into closed session related to attorney-client privilege pursuant to NCGS 143-318.11(a)(3) at 8:21 PM. The motion was seconded by Council Member Sadler and approved unanimously.
5. **Items Requiring Council Direction**
  - A. Establishing a Public Art Advisory Committee – Mrs. Moore requested guidance from Council as she drafts an ordinance establishing a Public Art Advisory Committee. Council consensus was to

develop an expansive ordinance addressing indoor and outdoor art and for the committee to be a freestanding committee.

**6. Items Requiring Action at Briefing**

- A. Ordinance 2022-052– Budget amendment for street sweeping - \$4,650 – Council Member Franklin moved to approve Ordinance 2022-052 as presented. The motion was seconded by Council Member Sadler and passed unanimously. (*Ordinance 2022-052 is herein incorporated by reference into the minutes.*)
- B. Resolution 2022-060 – Additional street sweeping due to Hurricane Ian - \$4,650 – Council Member Sadler moved to approve Resolution 2022-060 as presented. The motion was seconded by Mayor Pro Tem Foster and passed unanimously. (*Resolution 2022-060 is herein incorporated by reference into the minutes.*)
- C. Approval of Town Manager employment contract – Mayor Horn shared an offer for Town Manager has been extended to the Council’s top candidate. Council consensus was that the Town Manager does not receive compensatory time for attending agenda briefings and regular Council meetings. Council consensus was also given that the Town Manager will accrue sick and vacation the same as other staff. Council Member Welch moved to approve the proposed Town Manager employment contract. The motion was seconded by Council Member Hunt and passed unanimously.

**7. Unfinished Business**

- a. Review and select MAWCC solar panel proposal – Council consensus was given for the Town to pursue the Duke Energy rebate for the 96% consumption offset solar panels with Renewable Energy Design. (*Presentation is included as part of the minutes.*)

A recess was taken from 9:50 PM until 10:02 PM.

b. BAC status update

- i. Plans of work – Clerk Moore presented the draft plans of work for all Town boards and committees. The plans of work reflect the board/committee’s request and staff comments. Council reviewed each plan of work and made suggestions. (*Plans of work are included as part of the minutes.*)
  - a. Planning Board - Council Member Hunt moved to approve the Planning Board plan of work as amended. The motion was seconded by Council Member Sadler and passed unanimously.
  - b. Public Safety Advisory Committee - Council Member Welch moved to approve the Public Safety Advisory Committee plan of work as amended. The motion was seconded by Council Member Sadler and passed unanimously.
  - c. Environmental, Conservation and Sustainability Committee – Mayor Pro Tem Foster moved to approve the Environmental, Conservation and Sustainability Committee plan of work as amended. The motion was seconded by Council Member Hunt and passed unanimously.
  - d. Lewisville Beautification Committee - Council Member Sadler moved to approve the Lewisville Beautification Committee plan of work as amended. The motion was seconded by Council Member Welch and passed unanimously.
  - e. Parks and Recreation Advisory Board – Mayor Pro tem Foster moved to approve the Parks and Recreation Advisory Board plan of work as amended. The motion was seconded by Council Member Sadler and passed unanimously.

**8. Administrative Reports**

- A. Manager
- B. Attorney – Mr. Houff announced he will be retiring at the end of the year.
- C. Public Works
- D. Planning – None
- E. Finance – Mrs. Orrell reported the garbage and recycling fuel surcharge has increased due to the rising fuel costs. A budget amendment will be presented to Council for their consideration next week.
- F. Clerk – None

**9. Agenda Items for Regular Meeting on October 13, 2022**

- A. Tentative Agenda
  - i. Consent Agenda
    - a. Resolution 2022-058 – Financial statements for the two month ended August 31, 2022
    - b. Approval of Agenda Briefing Minutes – September 1, 2022
    - c. Approval of Called Meeting Minutes – September 7, 2022
    - d. Approval of Closed Session Minutes – September 7, 2022
    - e. Approval of Regular Meeting Minutes – September 8, 2022
    - f. Approval of Closed Session Minutes – September 9, 2022
    - g. Approval of Called Meeting Minutes – September 14, 2022
    - h. Approval of Closed Session Minutes – September 14, 2022
    - i. Approval of Called Meeting Minutes – September 20, 2022
    - j. Approval of Closed Session Minutes – September 20, 2022
    - k. Approval of Called Meeting Minutes – September 28, 2022
    - l. Approval of Closed Session Minutes – September 28, 2022
    - m. Resolution 2022-059 – Accepting resignation of Dale Harriman – Public Safety Advisory Committee
  - ii. Introductions, Recognitions, Presentations and/or Proclamations
    - a. Presentations
      - a. Sheriff's office
    - b. Introductions
      - a. Planner I – Adam Barr
      - b. Town Manager
  - iii. Appointment(s)
    - a. Parks and Recreation Advisory Board (2 vacancies)
  - iv. Public Hearings
  - v. Technical Review(s)
  - vi. Preliminary Site Plan Approvals
  - vii. Evidentiary Hearings
  - viii. Old Business
  - ix. New Business
    - a. Ordinance 2022-050 – Budget amendment to cover increased garbage and recycling fuel surcharge - \$27,000
    - b. Ordinance 2022-051 – Budget amendment to purchase two (2) Level 2 electric vehicle charging stations - \$48,305
    - c. Resolution 2022-057 – Contract with Colite for two (2) Level 2 EV charging stations - \$48,305



- d. Resolution 2022-061– Interlocal agreement with Winston-Salem/Forsyth County Utilities for relocation of Lewisville lift station
- e. Ordinance 2022-053 – Budget amendment to purchase solar panels for MAWCC
- f. Resolution 2022-062 – Awarding MAWCC solar panel contract
- g. Ordinance 2022-XXX – Budget amendment for tree replacements
  - 1. Mrs. Tolbert reported the budget amendment is to replace trees throughout Town as well as the purchase of a Chestnut tree that has been donated by Mary Alice Warren.
- B. Approval of Tentative Agenda for regular meeting on October 13, 2022
  - i. Council Member Hunt moved to approve the tentative agenda for October 13, 2022. The motion was seconded by Council Member Welch and approved unanimously.

10. **For the Good of the Order**

- A. Mayor Pro Tem Foster extended thanks to Mrs. Tolbert and Mrs. Moore for their endeavors with the plans of work.
- B. Mayor Pro Tem Foster inquired about the possibility of permitting voluntary agricultural districts. Council consensus was for a report be given to Council at the November Briefing.

11. **Adjournment** – Council Member Franklin moved to adjourn the meeting at 11:11 PM. The motion was seconded by Council Member Sadler and approved unanimously.

ATTEST:

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

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

**Lewisville Town Council**  
**Regular Meeting Minutes**  
**October 13, 2022 – 7:00 PM**  
**Lewisville Town Hall Council Chambers**  
**6510 Shallowford Road**

**1. Call to Order:**

- A. Mayor Horn opened the meeting at 7:00 PM. In attendance were Mayor Mike Horn, Mayor Pro Tem Jeanne Marie Foster and Council Members Fred Franklin, Melissa Hunt, and Jane Welch. Also attending were Interim Town Manager & Planner Stacy Tolbert, Finance Director Pam Orrell, Town Clerk Dora Moore and Town Attorney Bowen Houff. Ken Sadler and David Smitherman were absent.
- B. Invocation – Attorney Bo Houff
- C. Pledge of Allegiance – Council Member Fred Franklin
- D. Adoption of Agenda – Council Member Franklin moved to approve the agenda as presented. The motion was seconded by Council Member Welch and approved unanimously.

**2. Consent Agenda**

- A. Consent agenda items
- A. Resolution 2022-058 – Financial statements for the two month ended August 31, 2022
- B. Approval of Agenda Briefing Minutes – September 1, 2022
- C. Approval of Called Meeting Minutes – September 7, 2022
- D. Approval of Closed Session Minutes – September 7, 2022
- E. Approval of Regular Meeting Minutes – September 8, 2022
- F. Approval of Closed Session Minutes – September 8, 2022
- G. Approval of Called Meeting Minutes – September 14, 2022
- H. Approval of Closed Session Minutes – September 14, 2022
- I. Approval of Called Meeting Minutes – September 20, 2022
- J. Approval of Closed Session Minutes – September 20, 2022
- K. Approval of Called Meeting Minutes – September 28, 2022
- L. Approval of Closed Session Minutes – September 28, 2022
- M. Resolution 2022-059 – Accepting resignation of Dale Harriman – Public Safety Advisory Committee
- B. Council Member Welch moved to approve the consent agenda. The motion was seconded by Council Member Hunt and approved unanimously.  
*(Resolutions 2022-058 and 2022-059 are herein incorporated by reference into the minutes.)*

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

**A. Presentations**

- i. Forsyth County Sheriff's Office – Sergeant Stringer shared current call statistics. He reported there has been an increase in car break-ins. Sergeant Stringer cautioned residents to keep their cars locked and valuables out of sight. For Halloween, residents are encouraged to watch out for trick-or-treaters, use flashlights, and slow down driving through neighborhoods. Council Member Hunt commended deputies for what they do in terms of mental health calls.

2022													
TYPE OF INCIDENT	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Total calls for service	531	532	590	586	492	559	586	612	776				5264
Security Check	258	253	275	297	177	245	285	293	517				2600
Traffic Arrest / Violation	26	17	61	39	19	25	37	44	55				323
Alarm	15	21	14	22	21	21	23	26	14				177
Priority Call Response Time	6.4	5.5	7.6	5.6	5.3	4.9	5	5.7	5				51
2021													
TYPE OF INCIDENT	JAN	FEB	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Total calls for service	700	516	590	658	528	727	672	601	568				
Security Check	408	266	294	337	274	387	346	295	287				
Traffic Arrest / Violation	50	39	53	67	15	53	47	49	36				
Alarm	16	39	22	23	26	14	19	17	10				
Priority Call Response Time	5.2	5.7	4.8	5	5	5.5	5	5	5				

B. Introductions

- i. Planner 1 – Adam Barr – Mrs. Tolbert introduced Adam Barr as the Town’s new Planner I. Mr. Barr has been with the town for two weeks and brings a lot of experience with him.
- ii. Town Manager – James Ayers – After an extensive interview process, Council welcomed James Ayers as the Town’s new Town Manager. Mr. Ayers’ first day with the Town will be November 1. Mr. Ayers shared his appreciation for the Council’s trust and said he would serve the Town honorably and with integrity. Council Member Hunt thanked Mayor Horn for guiding Council through the manager search process.

4. **Public Forum**

- A. Dan Frey, 165 Will Austin Court – Mr. Frey shared his thoughts related to the Winston-Salem/Forsyth County Utilities and Town lift station agreement. Mayor Horn explained the Town will receive a percentage of the water fees assessed on a new line. These revenues are placed in a special fund for projects such as this. Currently, the town has approximately \$5.6 million in the fund.

5. **Appointment(s)**

- A. Parks and Recreation Advisory Board (2 vacancies)
  - i. Council Member Franklin moved to appoint Stuart Chamberlin to the Parks and Recreation Advisory Board. The motion was seconded by Mayor Pro Tem Foster and approved unanimously.

6. **Public Hearing(s)** – None

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

8. **Preliminary Site Plan Approval(s)** – None

9. **Evidentiary Hearing(s)** – None

10. **Annexation Request(s)** – None

11. **Old Business** – None

12. **New Business**

- A. Ordinance 2022-050 – Budget amendment to cover increased garbage and recycling fuel surcharge - \$27,000 – Mrs. Orrell reported the fuel surcharge for garbage and recycling service with Waste Management has increased due to rising fuel prices. To cover the additional cost, Mrs. Orrell is requesting the Council to consider a budget amendment for \$27,000. She noted that if the cost of fuel increases again, she may have to request additional funding. Council Member Hunt moved to approve Ordinance 2022-050. The motion was seconded by Mayor Pro Tem Foster and approved unanimously. (*Ordinance 2022-050 is herein incorporated by reference into the minutes.*)
- B. Ordinance 2022-051 – Budget amendment to purchase two (2) Level 2 electric vehicle charging stations - \$48,305 – Mrs. Tolbert reported the Town received a rebate offer of \$20,000 to install EV charging stations along David McKee Street. Mrs. Tolbert has confirmed the Town can program

software to manage the stations including fees, which needs to be determined by the time the system is up and running. Council Member Welch moved to approve Ordinance 2022-051. The motion was seconded by Mayor Pro Tem Foster and approved unanimously. (*Ordinance 2022-051 is herein incorporated by reference into the minutes.*)

Council Member Sadler arrived at 7:20 PM.

- C. Resolution 2022-057 – Contract with Colite for two (2) Level 2 EV charging stations - \$48,305 - Council Member Sadler moved to approve Resolution 2022-057. The motion was seconded by Council Member Hunt and approved unanimously. (*Resolution 2022-057 is herein incorporated by reference into the minutes.*)
- D. Resolution 2022-061– Interlocal agreement with Winston-Salem/Forsyth County Utilities for relocation of Lewisville lift station – After considerable discussion, Mayor Pro Tem Foster moved to postpone making a decision until the November 3, 2022 briefing. The motion was seconded by Council Member Hunt. Mayor Pro Tem Foster and Council Members Hunt, Sadler and Welch voted aye. Mayor Horn and Council Member Franklin voted nay. Motion passed 4-2.
- E. Ordinance 2022-053 – Budget amendment to purchase solar panels for MAWCC - \$121,824 – Jeff Redwine, Renewable Energy Design Group, shared information and answered questions related to the proposed solar panels on the Mary Alice Warren Community Center (MAWCC). The panels would not be seen from the street and would be installed by the end of the first quarter. Mayor Pro Tem Foster moved to approve Ordinance 2022-053. The motion was seconded by Council Member Welch and approved unanimously. (*Ordinance 2022-053 is herein incorporated by reference into the minutes.*)
- F. Resolution 2022-062 – Awarding MAWCC solar panel contract - Council Member Hunt moved to approve Resolution 2022-062. The motion was seconded by Mayor Pro Tem Foster and approved unanimously. (*Resolution 2022-062 is herein incorporated by reference into the minutes.*)
- G. Ordinance 2022-054 – Budget amendment for tree replacements - \$3,680 – Public Works and the Town’s contractor have identified trees around town that need to be replaced. Also included with the budget amendment is a Chestnut tree that Mary Alice Warren purchased in memory of her parents. Council Member Welch moved to approve Ordinance 2022-054. The motion was seconded by Council Member Franklin and approved unanimously. (*Ordinance 2022-054 is herein incorporated by reference into the minutes.*)

### 13. Administrative Reports

- A. Upcoming Town events and holidays – Mrs. Tolbert shared the following upcoming events at Shallowford Square: October 14 - Halloweentown movie and October 22 – Shalloween. Mrs. Tolbert applauded Mrs. Howard for planning the most successful summer season ever.
- B. Manager’s Report
  - i. Bulky item pickup – Bulky item pickup will be November 7. Residents are requested to have bulky items at the street by 6 AM that morning.
  - ii. Council chambers audio/visual system – Mrs. Tolbert reported the new audio/visual system has been installed in the Council chambers and is being tested during tonight’s meeting. It was noted the Communication Specialist can remote in to control cameras, sound, etc.
- C. Planner’s Report – None
- D. Attorney’s Report – None
- E. Clerk’s Report – None
- F. Community Center Facilities & Programming Manager’s Report – None

- G. Approvals at Special Called Meeting on September 28, 2022
  - i. Resolution 2022-056 – EV charging rebate agreement
- H. Approvals at the Briefing and Action Meeting on October 6, 2022
  - i. Ordinance 2022-052– Budget amendment for street sweeping - \$4,650
  - ii. Resolution 2022-060 – Additional street sweeping due to Hurricane Ian - \$4,650
  - iii. Approval of Town Manager employment contract
  - iv. Boards and committees plans of work

14. **For the Good of the Order**

- A. Public comments – None
- B. Council comments
  - i. Council Member Welch thanked Council and staff for wearing pink for Breast Cancer Awareness Month. She encouraged women to have their annual mammogram because early detection can saves lives.
  - ii. Mayor Horn requested Council consider lifting the moratorium on facility exempt user requests. Mayor Horn moved that the moratorium on facility exempt user requests be lifted. Mayor Horn further moved that the requests received prior to lifting the moratorium be permitted to submit an application and allow staff to deem those who are qualified. The motions were seconded by Council Member Welch and approved unanimously.

15. **Adjournment** – Council Member Welch moved to adjourn the meeting at 8:40 PM. The motion was seconded by Council Member Sadler and approved unanimously.

ATTEST:

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

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



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

**WHEREAS**, the Lewisville Planning Board held public hearings on May 11, 2022 and October 26, 2022 on the draft to amend the UDO section related to the Lewisville Rural Overlay (LRO) and Planned Residential Developments (PRD); and,

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

**WHEREAS**, the Lewisville Town Council held a public hearing on November 10, 2022.

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

Adopted this the 10<sup>th</sup> day of November 2022 by the Lewisville Town Council.

ATTEST:

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

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

## STAFF REPORT

**DOCKET #** UDO L-167

### **REQUEST**

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

### **BACKGROUND**

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

### **ANALYSIS**

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

### **SUMMARY**

This text amendment will clarify the area designated as the Lewisville Rural Overlay, it will further regulate the environmentally sensitive areas of Lewisville, and it will modify the requirements of Planned Residential Developments to clarify open space requirements. Staff believes this change to the UDO is reasonable and consistent with the *2022 Lewisville Tomorrow Comprehensive Plan* and will make the UDO more easily understood and interpreted.

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

**UDO L-167 UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENT  
AMENDMENT TO: Lewisville Rural Overlay Boundaries and Planned Residential Development Requirements\**

**Chapter B; Article II, Section 2-1.2**

**RESIDENTIAL ZONING DISTRICTS – PURPOSE STATEMENTS AND REGULATIONS**

**(A) YR Yadkin River Conservation District.**

**(3) Supplementary District Requirements.**

**(b) Development Standards.**

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

**Chapter B; Article II, Section 2-1.6**

**OVERLAY AND SPECIAL PURPOSE ZONING DISTRICTS – PURPOSE STATEMENTS AND REGULATIONS**

**(F) Lewisville Rural Overlay District (LRO)**

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

**(3) LRO District Requirements.**

**(a) Applicability.**

- (i) New Development.** The regulations of the LRO District shall apply to any change in use of property or change in zoning within the boundaries of the LRO District. The preferred use for residential is existing zoning. ~~All residential development that occurs from a change in use or change in zoning shall follow the standards as set out in Chapter B Section 2-5.59 Planned Residential Development.~~
-



**Chapter B; Article II, Section 2-5.59**  
**PLANNED RESIDENTIAL DEVELOPMENTS**

**(A) Purpose**

The purpose of the planned residential development is to encourage the development of living environments which meet the needs of the people who live in them by providing certain development privileges in exchange for preplanning and design considerations. The planned residential development provides flexibility in utilizing new development concepts and in introducing variety into neighborhoods by encouraging mixed uses, private roads, variable lot size, and environmentally sensitive design which promotes the conservation of open space.

**(B) Minimum Size**

A planned residential development shall be located on a site containing at least five (5) contiguous acres, except where single family residential is the only use in the planned residential development.

**(C) Land Ownership**

At the time of application for a planned residential development, all land, structures and other real property shall be in single or joint ownership of whatever form, or the petitioner shall have the right to acquire ownership under a valid option, and this information shall be included in the submission of an application for a planned residential development.

**(D) Permitted Principal Uses**

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

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

**(E) Relationship to Other Applicable Regulations**

A planned residential development shall be subject to all applicable standards, procedures, and regulations of these Ordinances and the zoning district in which it is located unless otherwise set forth in this section.

~~**(F) Maximum Density**~~

~~Maximum residential density shall be in accordance with the zoning district in which the planned residential development lies, unless the incentives for density bonuses as set forth in Section B.2-5.59(G) apply.~~

~~**(G) Incentives for Density Bonus**~~

~~**(1) Protection of Steep Slopes.** If the developer of a planned residential development proposes to permanently prohibit development on portions of the site with average slopes of twenty percent (20%) or greater, the density bonus provision of Section B.2-5.59(G)(2) may be utilized.~~

- (2) ~~**Density Bonus.** The permitted density of the planned residential development shall be computed by including in the land area of the site an assumed additional area equal to fifty percent (50%) of the permanently restricted land identified in Section B.2-5.59(G)(1).~~
- (3) ~~**Limitation of Density Bonus.** The density with the bonus density provision shall not increase by more than twenty five percent (25%) the maximum density otherwise computed in Section B.2-5.59(F) without reference to this Section B.2-5.59(G). In the YR District, the permitted density shall not exceed two (2) units per acre of developable land not restricted by floodplain or hillsides.~~
- (4) ~~**Applicability of Density Bonus Provisions.** The computation allowed by this section shall be used solely for purposes of computing permitted density, and shall not apply to the development standards of Section B.2-5.59(H).~~

**(HF) Development Standards**

A planned residential development shall meet the following standards:

(1) **Conservation Design Standards**

*Planned Residential Developments shall include designs where the following areas are considered. These areas shall be identified and delineated on the site plan.*

(a) *Primary Conservation Area (PCA). PCAs shall include, but are not limited to, unbuildable wetlands, floodplains, stream/pond buffers, natural steep slopes (>20%) and other lands protected by federal law at the discretion of the Lewisville Planning Board. The PCA shall not count towards the minimum open space requirement shown in Section B.2-5.59(F)(10).*

(b) *Secondary Conservation Area (SCA). SCAs shall include, but are not limited to, unprotected elements of the natural landscape such as mature woodlands, meadows, wildlife habitats, cultural features such as historic and archeological sites and scenic views. Wastewater and Stormwater management systems serving the Planned Residential Development may be located within the SCA. Surface systems such as retention ponds shall not qualify towards the minimum SCA required. SCAs may count towards no more than 20% of the total required open space calculation shown in Section B.2-5.59(F)(10).*

(c) *Conservation Alternative Compliance. Development within the PCA and SCA, or the use of the PCA and SCA towards open space calculations, may be permitted for developments which provide low or no impact to the physical site. An application for alternative compliance shall include an environmental analysis along with the site plan detailing the following:*

(i) *The potential or actual impacts of the proposed development on the environment specifically in the conservation areas;*

(ii) *A description of the impact to the land including topography changes, forestry activities, an increase in surface run-off, etc.;*

(iii) *A description of any investigations or studies of the possible impact of the proposed development on the environment;*

*Alternative compliance shall be approved by the Planning Board only upon finding that the proposed plan fulfills the intent and purposes of this section equal*

to or better than would strict conformance with the requirements of this section.

**(2) Bufferyard.**

- (a) ~~Width and Location~~ **Perimeter Bufferyard.** A minimum thirty (30) foot wide type II bufferyard shall be provided around the entire perimeter of the zoning lot, except:
- (i) At such location where single family residential lots within the planned residential development meet or exceed the minimum lot requirements of a residential zoning district adjacent to and outside the planned residential development;
  - (ii) Where the zoning lot is adjacent to a floodplain at least sixty (60) feet wide;
  - (iii) Where an internal residential lot line lies at least one hundred (100) feet from an adjacent zoning lot;
  - (iv) Where open space or a passive recreation area at least thirty (30) feet wide lies next to the adjacent zoning lot.
  - ~~(v) Planned Residential Developments shall require one tree per lot in the front yard.~~
- (b) **Corridor Bufferyard.** A minimum one hundred (100) foot wide type III bufferyard shall be provided along any Heritage Corridor as determined by the Lewisville Comprehensive Plan. If the Heritage Corridor contains significant existing natural or historic elements, these elements shall be preserved. Where present, these natural elements may supplement or take the place of the required type III bufferyard at the discretion of the Lewisville Planning Board.
- (~~b~~c) **Access Drives.** No loading space, parking space, or access drive to a parking space shall be permitted within the required bufferyard, with the following exceptions:
- (i) An access drive to off-street parking serving a single family detached dwelling, whether inside or outside of a carport or garage attached to or detached from such dwelling. Such access drives shall not constitute off-street parking as required in Section B.3-3.
  - (ii) Drives not longer than fifty (50) feet which provide access to the planned residential development.
- (d) **Required Planting.** Planned Residential Developments shall require a minimum of one tree per lot planted in the front yard.

**(23) Required Parking**

- (a) **Off-Street Parking.** Off-street parking shall be provided in compliance with Section B.3-3, except that the parking requirements may be met through group parking located on commonly owned land. Variation shall be provided to avoid visual monotony on long, straight portions of the street through the manipulation of the building elements and massing. Linear, repetitive streetscape appearance

and building facades shall be avoided by providing variations between the front elevations and through landscaping plans; particularly through the landscape definition of pedestrian pathways. Houses with identical or similar building elevations and/or floor plans shall not be located on adjacent lots or directly across the street from each other. Where a single house design is used repeatedly, materials and detailing of major facade elements shall be varied. New housing development should avoid front elevations, which mainly consist of rows of garage doors ("tail pipe architecture"). Residential garages and parking pads located at the front of homes, dominating the streetscape, should be avoided.

- (b) Special Accommodations. Special accommodations for recreational vehicles, including boats, may be provided in group parking areas. Such special parking areas shall be designated and screened from adjacent residential uses.
- (c) On-Street Parking. Some on-street parking may be permitted to satisfy off-street parking requirements in accordance with Section B.3-3.5(M) of this Ordinance.

**(34) Private Streets.** Private streets are permitted according to the following requirements:

- (a) Width. Access easements for roads must be a minimum of twenty-five (25) feet in width.
- (b) Entrance Requirements. Gated or fenced communities must provide an entrance minimum of twenty (20) feet to accommodate emergency vehicles and must adhere to all other applicable standards found in Town Code Chapter 19.
- (c) Utilities Easements. Utilities easements at a minimum width of seven and one-half (7.5) feet must be provided on each side of the road.
- (d) Road Construction Materials Standards. Town of Lewisville and North Carolina Department of Transportation road construction materials standards must be met.

**(45) Pedestrian Access.** Pedestrian and other modes of non-vehicular movement shall be provided and separated from vehicular traffic, and shall provide a safe connection between major uses on the site. All new Planned Residential Development shall provide sidewalks, greenways or bikeways at a ratio of one (1) linear foot of sidewalk, greenway or bikeway per linear, centerline foot of public/private streets when considering the PRD or Subdivision as a whole. Alleys and private drives associated with minor subdivisions are exempt from linear foot calculations. The exact location and type of pedestrian connection shall be determined during the site plan and subdivision review process with an emphasis on the functional relationship of the required connection to destination points and other existing or planned pedestrian segments. All pedestrian segments shall meet or exceed ADA standards and shall otherwise be constructed of concrete, asphalt or other all-weather surface. Driveways shall be a minimum of twenty (20) feet in length, exclusive of sidewalk or curb. If driveways are not constructed to meet minimum standards, then streets shall be constructed to accommodate on-street parking.

**(56) Impervious Surface Cover.** Buildings and improvements on single family lots in a planned residential development which have at least five thousand (5,000) square feet shall not be calculated as impervious surface cover in RM Districts.

**(67) Nonresidential Uses.** Nonresidential uses as permitted by Section B.2-5.59(D)(2) shall meet the following requirements:

- (a) Orientation. A nonresidential use in a planned residential development shall be designed and located to serve primarily the residents of the planned residential development. Such use shall be located on and shall face an internal street of the development, and shall not access directly on a street outside the planned residential development.
- (b) Amount. No more than twenty-five (25) square feet of gross floor area per dwelling unit, up to a maximum of twenty thousand (20,000) square feet, shall be permitted for nonresidential uses in the planned residential development.
- (c) Size of Nonresidential Structures. Structures containing only nonresidential uses shall be limited to a gross floor area no greater than one thousand five hundred (1,500) square feet each.
- (d) Setback. A nonresidential use, including any supporting parking area, shall be set back a minimum of three hundred (300) feet from residentially zoned property or the public right-of-way of roads other than a major thoroughfare, and a minimum of one hundred fifty (150) feet from the public right-of-way of a major thoroughfare.

**(78) Lot Dimensional Requirements and Spacing of Structures.** The lot and setback dimensional requirements of the zoning district for individual lots within the planned residential development are waived. Minimum distances between townhouse and multifamily structures shall be those set forth in Section B.3-1.2(K). Minimum distances between single family, duplex, and twin home structures shall be as follows:

- (a) Front Facing Front. The minimum distance between the front wall of structures oriented so as to face each other shall be not less than thirty (30) feet from one another, provided neither shall be closer than ten (10) feet from the nearest right-of-way line of a public street or private access easement.
- (b) Rear Facing Rear. Dwellings oriented back to back shall be subject to the following provisions:
  - (i) The minimum distance between rear walls of the dwellings shall be no less than thirty (30) feet.
  - (ii) Carports or garages shall be permitted in the intervening space between dwellings oriented back to back provided:
    - [A] Carports or garages shall be no more than one story and of a total dimension not greater than twenty-four (24) feet by twenty-four (24) feet, whether attached or detached from the dwelling.
    - [B] The rear walls of two (2) carports or garages oriented back to back shall not be closer than six (6) feet.
    - [C] The rear wall of the carport or garage of one dwelling shall be no less than thirty (30) feet from the rear wall of another dwelling to

which it is oriented back to back. For the purpose of this provision, the rear wall of the carport or garage shall be that wall opposite the front wall of the dwelling it serves, whether or not it shall be the entrance wall of such carport or garage.

- (c) Front Facing Side. The minimum distance between the front wall of the structure and the side wall of another structure shall not be less than fourteen (14) feet.
- (d) Side Facing Side. The minimum distance between side walls of structures shall not be less than fourteen (14) feet.
- (e) Rear Facing Side. The minimum distance between the rear of a structure and the side of another structure shall not be less than fourteen (14) feet.
- (f) Rear Facing Front. The minimum distance between the front wall of one structure and the rear wall of another structure shall be not less than thirty (30) feet, provided neither shall be closer than ten (10) feet from the nearest right-of-way line of a public street or private access easement.

**(89) Common Recreation Areas.** Common recreation areas shall be required in accordance with Section B.3-6 for a planned residential development containing forty (40) units or greater. Life Care Developments and other housing occupied by persons who are at least fifty-five (55) years of age or disabled are exempt from this requirement. *Common Recreation Areas may count towards open space requirements as shown in Section B.2-5.59(F)(10).*

**(910) Common Open Space. Open Space and Density Requirements.** *Maximum residential density shall be in accordance with the zoning district in which the planned residential development lies, unless the incentives for density bonuses as set forth in the table below apply. Density is allowed to increase as more open space is provided in the development.*

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

Underlying Zoning District	Minimum Open Space Provided	Maximum Density
YR	20%-30%	3 ac.
YR	50%	2 ac.
AG	20%-30%	40,000 sq. ft.
AG	50%	30,000 sq. ft.
RS-40	20%-30%	40,000 sq. ft.
RS-40	50%	30,000 sq. ft.
RS-30	20%-30%	30,000 sq. ft.
RS-30	50%	22,500 sq. ft.
RS-20	30%	20,000 sq. ft.
RS-20	50%	15,000 sq.ft.
RS-15	30%	15,000 sq. ft.
RS-15	50%	11,250 sq. ft.
RS-12	30%	12,000 sq. ft.

<b>RS-12</b>	<b>50%</b>	<b>9,000 sq. ft.</b>
RS-9	30% <del>15%</del>	9,000 sq. ft.
<b>RS-9</b>	<b>25%</b>	<b>6,750 sq. ft.</b>
RS-7	30% <del>15%</del>	7,000 sq.ft.
<b>RS-7</b>	<b>25%</b>	<b>5,250 sq. ft.</b>
RSQ	30% <del>15%</del>	See Section B.2-1.2(J)(2)
<b>RSQ</b>	<b>25%</b>	<b>75% of required lot size</b>
RM	30% <del>15%</del>	See Section B.2-1.2(K-O)
<b>RM</b>	<b>25%</b>	<b>75% of required lot size</b>
IP	30% <del>15%</del>	10,000 sq.ft.
<b>IP</b>	<b>25%</b>	<b>7,500 sq. ft.</b>
MU-SC	30% <del>15%</del>	5,000 sq. ft.
<b>MU-C</b>	<b>25%</b>	<b>3,750 sq. ft.</b>

- (b) ~~Minimum Average Open Space Quotient.~~ The minimum average open space quotient shall be determined by dividing the square footage of open space used to satisfy the requirement in Section B.2-5.59(H)(9)(a), by one quarter (0.25) of the lineal footage of its periphery. The minimum average quotient throughout the development shall not be less than one hundred (100) feet.
- (c) Location. The open space required in Section B.2-5.59(H)(9)(a) and which is held by a non-profit homeowners' association shall adjoin the planned residential development for at least fifty percent (50%) of the periphery of such required open space. *shall be connected throughout the development. Open Space is considered connected if separated by a roadway, easement or an accessory amenity.*
- (d) Character. Common Open Space (as defined in Section A.2) shall include the following three (3) types of open space: environmental, scenic and internal. Environmental shall include riparian area, steep slopes and, when feasible, other significant natural areas. Scenic shall include sensitive view corridors from roads, parks and other public areas. Internal shall include pocket parks, street terminations and other prominent open space features intended to be readily available to resident. *incorporate active recreation areas provided for the property owners in the development. Active recreation may include pocket parks, well positioned seating areas, play equipment, fitness stations, pavilions and other hardscape elements. These areas shall be easily accessible to pedestrians.*

**(IG) Responsibility for Common Open Space and Amenities.**

Land not to be held in private ownership shall be owned by a nonprofit corporation in which all owners of property within the development have automatic membership rights and assessment obligations for the maintenance of these areas. These automatic membership rights and assessment obligations shall be covered by covenants running with the land and other contractual provisions as to insure the proper maintenance of all commonly owned areas, and shall include provision for liens against the individual properties and legally enforceable personal obligations on the part of the individual property owners in the development. Such covenants shall be recorded in the office of the Register of Deeds and such contractual rights and obligations shall be established prior to the issuance of a building permit.

**(JH) Platting Requirements.**

All planned residential developments shall meet the requirements of the Subdivision Ordinance. In addition, prior to a permit being issued for the construction of any building, there shall have been

recorded in the office of the Register of Deeds, a plat of the property or section thereof, showing: easement and right-of-way widths, street widths, the actual or approximate location of single family lots, commonly owned tracts, and lots and buildings to be occupied by other uses.

DRAFT





**ORDINANCE 2022-056 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, 11, 2022

**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 2022-056 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 10th day of November 2022 by the Lewisville Town Council.

ATTEST:

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

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

DRAFT



TOWN OF LEWISVILLE  
 Budget Amendment Ordinance 2022-055  
 Amending Budget Ordinance 2022001

FINANCE DEPARTMENT USE ONLY
Budget Amendment # 15
Pam Orrell, Finance Officer

<u>CODE</u>	<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>	<u>CODE</u>	<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
10-10-5100-6002	Community Policing - Deputy Hustles - Non-Town Sponsored Events	\$ 1,485.00	10-00-3990-9000	General Fund - Fund Balance Appropriated	\$ 1,485.00
		\$ 1,485.00			\$ 1,485.00

EXPLANATION: To add 4 more deputies to work the Lewisville Christmas parade and to increase the hours budgeted per deputy by 1 hour.

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RECOMMENDED BY: Pam Orrell, Town Finance Officer

Approved and effective upon adoption this the 10th day of November 2022 by the Lewisville Town Council.

ATTEST:

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

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



**RESOLUTION 2022-064 OF THE LEWISVILLE TOWN COUNCIL  
AUTHORIZING SECURITY CAMERA CONTRACT**

**WHEREAS**, the safety and security of Town staff and residents is of upmost importance to the Town of Lewisville; and

**WHEREAS**, security cameras at Town facilities provide a source of protection for property and lives; and

**WHEREAS**, the Town wants to install new security cameras at the following locations:

- Town Hall
- Shallowford Square
- Jack Warren Park
- G. Galloway Community Center
- Mary Alice Warren Community Center

**BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL** that the Town of Lewisville enter into a contract with Sage Security Solutions LLC and the Town Manager is authorized to sign said contract with Sage Security Solutions LLC not to exceed \$42,966.28

Adopted this the 11<sup>th</sup> day of November 2022 by the Lewisville Town Council.

ATTEST:

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

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



# Sage Security Solutions LLC

1451 Mount Ulla Hwy  
 Mooresville, NC 28115

# Estimate

Date	Estimate #
10/5/2022	2299

Name / Address
Town Of Lewisville PO Box 547 Lewisville, NC 27023



- Commercial & Residential Security
- Access Control
- CCTV
- Fire Alarm Systems
- Network Cabling
- Photo ID Badge Systems

www.SageSecuritySolutions.com

P.O. No.	Rep
	PJM

Description	Qty	Rate	Total
<b>Town of Lewisville - Town Hall - CCTV Upgrade</b>			
1 - Network Video Recorder with 6TB Hard Drive	1	7,054.09	7,054.09T
1 - 21 Megapixel 180° Panoramic IP Network Camera with Mounting Hardware			
2 - 5 Megapixel Fixed Lens Vandal Resistant Ball Camera			
1 - 6 Port POE Gigabit Network Switch			
Misc Wire and Connectors			
Service Agreement Customer 15% Materials discount		-15.00%	-1,058.11
Labor Hour	12	80.00	960.00
Service Agreement Customer 15% Labor discount		-15.00%	-144.00
Total Protection Service Agreement - \$300.00/Qtr.	1	300.00	300.00
<b>INCLUDED DISCOUNT TERMS -</b> This estimate includes a 15% overall discount on parts and labor for the installation of this job, dependent upon acceptance of the Total Protection Plan (12 month term).  <b>12 Month Contract:</b> ** S3 offers a 12 month term Total Protection plan for the above equipment installed by S3, that covers unlimited system programming modifications as well as all service call, repair, parts and labor 100% for the term of the contract (with these exceptions - Any device designed to fail in the event of over current as a lightning/power surge suppressor. Any device damaged by Fire, Water, Wind, Lightning, or any Act of God. Any device damaged resulting from misuse, abuse, or accident). The Premium is \$300.00 per Quarter, billed in advance for the Total Protection Agreement for the first 12 month term (to begin at job completion). *** After the initial term, this agreement shall auto-renew on an annual basis unless the agreement is canceled by giving 60 days written notice. **			

Phone #	Fax #	E-mail
704-799-8652	704-660-6017	Service@sagesecuritysolutions.com
Approval Signature _____		

<b>Subtotal</b>
<b>Sales Tax (7.0%)</b>
<b>Total</b>



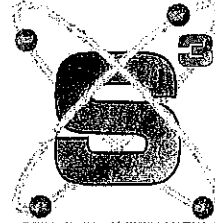
# Sage Security Solutions LLC

1451 Mount Ulla Hwy  
 Mooresville, NC 28115

# Estimate

Date	Estimate #
10/5/2022	2299

Name / Address
Town Of Lewisville PO Box 547 Lewisville, NC 27023



- Commercial & Residential Security
- Access Control
- CCTV
- Fire Alarm Systems
- Network Cabling
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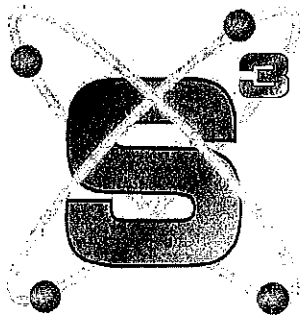
www.SageSecuritySolutions.com

P.O. No.	Rep
	PJM

Description	Qty	Rate	Total
<p>Scope of Work:            Sage Security Solutions will provide and install the above new equipment to replace the existing (2) camera CCTV system. (1) new High Definition panoramic camera to be installed to view the rear parking lot. Recorder storage estimate of 60 days based on materials listed to allow for future system expansion. All programming, testing, and training to be included.</p> <p>* Quotes/Estimates valid for 30 days from date of creation. By signing this agreement the customer agrees to the following job acceptance terms. Any work over \$4000.00 to be invoiced at 50% prior to project scheduling. Parts orders to be placed upon receipt of approval and deposit (if applicable). Project to be scheduled with customer upon receipt of parts.</p> <p>* Applicable taxes to be added to invoices. *</p> <p>** Any Required Permit Fees to be Added to Final Invoice**</p>			

Phone #	Fax #	E-mail
704-799-8652	704-660-6017	Service@sagesecuritysolutions.com
Approval Signature _____		

<b>Subtotal</b>	\$7,111.98
<b>Sales Tax (7.0%)</b>	\$419.72
<b>Total</b>	\$7,531.70



Sage Security Solutions LLC  
1451 Mount Ulla Hwy.  
 Mooresville, NC 28115

**CONTRACT for:** Town Of Lewisville

**Re:** Estimate # 2299

**Date:** October 5, 2022

#### TERMS AND CONDITIONS

These terms and conditions are a part of the total Estimate and Contract ("Contract"), and are binding upon execution by both parties, Town Of Lewisville ("You the Customer") and Sage Security Solutions LLC ("Us the Company").

- 1. PRICE AND DEPOSIT:** Quoted pricing ("Price") is good for 30 days. After 30 days, prices are subject to increase without prior notice, and the Price will be that in effect at the time of shipment or the initial providing of services. A deposit of 50% of the Contract Price ("Deposit") will be invoiced at time of acceptance and execution of the Contract and payment of the Deposit must be received by the Company prior to commencement of work or delivery of goods, materials or services ("Work") to accomplish the installation or repair of systems ("Systems") (hereafter "Work" and "Systems" may be collectively referred to as "Work/Systems") unless otherwise stated in the proposal.
- 2. TAXES:** All prices or quotes specifically exclude any sales, use, franchise, license, excise or other taxes with respect to the Work. All sales, use, franchise, license, excise or other taxes in respect to sale or delivery of the goods or services will be added to invoice(s) and must be paid by Customer unless otherwise stated in the proposal
- 3. PERMITS:** The Company may obtain permits or authorizations from applicable governmental authorities having jurisdiction over the Work as needed as a courtesy to assist the Customer; however, it is at all times the Customer's sole responsibility to timely obtain any permits necessary to complete the Work at Customer's sole expense. Company reserves, in its sole discretion, the right to terminate the Work and the Contract if permits are not timely obtained as set forth above. In the event of such withdrawal, all Contract sums due for Work performed or materials ordered or delivered through the date of withdrawal will be immediately paid by Customer.
- 4. TERMS OF PAYMENT:** Unless otherwise specified, and subject to credit approval which may be revoked without cause or notice to Customer at any time by Company, the terms of payment shall be net fifteen (15) days from the date of invoice. All invoices unpaid after thirty (30) days from the date thereof shall be subject to a late payment fee of 1-1/2% per month on the outstanding balance. Customer agrees to pay all Company's costs of collection for any unpaid balance, including, but not limited to, Company's reasonable collection costs, disbursements and attorney's fees, regardless of whether litigation or arbitration is commenced.

5. **INSTALLMENT PAYMENTS:** In the event that Customer and Company agree to installment payments during the Work, then such installment payments shall be made according to the terms of payment set forth in paragraph 4 above. In the event any installment payment becomes past due, Company may cease all further Work until full payment is made.

6. **INSTALLATION, MAINTENANCE, and SERVICE:** Customer hereby authorizes and empowers Company to perform or cause to be performed the Work pursuant to the terms of this Contract, including but not limited to installation, maintenance, inspection, testing, and repair of the Systems on its premises. The Work shall be performed in a workmanlike manner in accordance with Company's standard practices and shall be completed in accordance with a mutually agreed upon written schedule. The obligation of Company to provide service related to the maintenance of the System installed by the Company pertains solely to the Items specified in the Bill of Materials as herein set forth or attached and incorporated by reference. The Company is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to whom such specified systems or components are attached, unless specifically agreed upon in this Contract. The Company will provide service only in accordance with the standard warranty hereinafter set forth, and any other service agreement executed and agreed upon between Company and Customer while the equipment is located on the premises upon which it was installed. The Company technicians will have full and free access upon their arrival to the equipment covered under the service agreement to provide service thereon. For existing installations, the Customer represents that it is the sole owner of the equipment to be serviced under the service agreement, or, if not the sole owner, Customer shall provide written authority from the owner to include such equipment under the service agreement.

Any service to be provided is intended to maintain the equipment in, or restore the equipment to, good working order. Service under the service agreement does not insure or assure against, nor shall Company assume any liability for, interruptions in operation of the equipment covered by the service agreement. When covered by a service agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined solely by Company.

7. **EXCAVATION:** Customer assumes all liability and responsibility for properly locating and identifying all water, sewer, telephone, cable TV, electric power and gas lines ("Utility Lines"). Company is in no manner responsible or liable for any damage or cutting of Utility Lines. Company shall not perform any landscape repairs to any property.

8. **CUSTOMER'S DELAY:** Customer's delay or inability regarding delivery of materials to the Work site shall not excuse or release Customer from its obligation to timely pay the sums due according to the Contract.

9. **DELAYS:** Company shall not be liable for reasonable delays in performing the Work. Reasonable delays include, without limitation, delays resulting from: accidents, acts of God, fires, floods, freight embargoes or transportation delays, inspection delays, shortages of labor, inability to secure fuel, material, supplies or power or on account of shortages thereof, any existing or future laws, acts, regulations, orders, requests or decrees of the federal or any state government affecting the conduct of Company business which Company, in its judgment and discretion, deems it advisable to comply with as a legal or patriotic duty, or other causes beyond Company's control. Reasonable delays also include, without limitation, delays to which the Customer, when notified thereof, makes no immediate written objection to the Company. In the event of any such delay, the date of delivery of the Work shall be extended for a period equal to the time lost by such delay. In the event of its inability for any reason to supply the goods or services pursuant to the Work/Systems to be furnished hereunder, Company may, in its sole discretion and without notice to Customer, allocate its availability of supply of such goods and services among any or all of its customers, as well as departments, divisions, subsidiaries or affiliates of Company, or among Company's product lines on such basis as Company may deem practical with no liability for any failure of performance which may result there from.

10. **WARRANTY:**

A. **EXCLUSIVE LIMITED WARRANTY:** Only for all direct sales or leases of equipment ("Equipment") by the Company to the Customer and for the benefit only of the Customer, the following exclusive limited warranty ("Warranty") shall consist of any parts or components, including wiring or any downloading technology used with or as a part of the Work/Systems installed under this or any other agreement between Customer and Company, when such installation is performed by or at the direction of a current Company employee or its duly authorized representative, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation for Labor and one (1) year of the date of completion of installation for Parts, will



be repaired or replaced at Company's option with a functionally operative part or component substantially equivalent in cost and quality to the defective part, or, alternatively, the Company may choose, in its sole discretion, to refund to the Customer the purchase price of the defective part or component in question or pay the liquidated damages agreed upon and set forth below. Unless a different time period is indicated in this Contract, the materials required to repair or replace such defective parts or components will be provided free of charge for a period of 90 days following the completion of the initial installation and any subsequent installation associated with the correction of defective parts or components.

**B. CUSTOMER LIABLE FOR CHARGES:** This Warranty does not apply to the occurrences listed below in Section 10C, and in the event Customer calls Company for Work/Systems under this Warranty and upon inspection, the Company determines that one of the said occurrences has led to the inoperability or apparent inoperability of the System, the Customer hereby agrees to pay, within 15 days of receipt of Company's invoice, for all non-warranted repair work and service call(s) of Company. Non-warranted service will be furnished by Company during its normal working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

**C. OCCURRENCES NOT COVERED BY WARRANTY:** The occurrences not warranted ("Occurrences") are as follows: A) Damage resulting from accidents, acts of God, alteration, misuse, tampering with, or abuse of, the Work/Systems covered by this Contract or failure to adequately secure the Customer's premises, and regardless of whether caused by Customer, its guests, invitees, licensees, trespassers, or other third parties; B) Improper or negligent performance of any Work/Systems or adjustment of any of the Equipment listed in this Contract as a part of the Work/Systems, including without limitation any independent third party dealer or installer not directly employed or duly authorized by Company; C) Failure of Customer to properly follow instructions communicated orally or in writing at the time of installation or at any later date, whether provided by Company or its representatives concerning the Work described in this Contract; D) Any defect or adjustment which was caused by maintenance, work or adjustment to Equipment or software by anyone other than a direct employee or duly authorized representative of the Company; E) Damages caused by the interruption of electrical power or to the telephone service; F) Damages resulting from ordinary wear and tear or deterioration of any part of the Work/Systems or other failure of any part of the Work/Systems after the expiration of the ninety-day limited warranty period described herein unless specifically covered by an executed Service Agreement between Customer and Company.

**D. SERVICE AGREEMENT OPTION:** In the event that Customer has elected to execute a Service Agreement from Sage Security Solutions LLC, all work and materials contained in this contract job will be covered in accordance with the terms of the Service Agreement Document elected and executed herein. In the event that the Customer already has an existing Service Agreement in place prior to this contract job, all work and materials being provided by this contract job will be deemed part of the original and existing Service Agreement Document, and any additional premiums due as a result of this contract job are hereby stated in the Scope of Work and agreed to by the Customer and Sage Security Solutions LLC, and will be considered due and payable in accordance with the terms of the original and existing Service Agreement Document from the date of this contract job until the expiration or renewal of the original Service Agreement.

EXCEPT AS STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, AND THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

**11. LIMITATION OF LIABILITY:** Under no circumstances shall the Company be liable to Customer for any consequential damages, lost profits or any other incidental or consequential loss. Customer's sole remedy under this Contract is limited to the remedies set forth in Section 10 relating to Warranty. Furthermore, it is understood and agreed that the Company is not an insurer and that insurance against loss due to burglary, robbery, fire or otherwise, may be obtained by and shall be the exclusive responsibility of the Customer if desired. The payments required by this Contract are based solely upon the price of the Work/Systems described in this Contract, and are unrelated to the value of any property located at the Customer's site of the Work/Systems. The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may be proximately caused from the failure of the Company to perform the Work hereunder, including without limitation any act or omission relating to downloading technology monitoring goods or services or judgments made in the evaluation of remote video monitoring transmissions. The Customer agrees that this Contract does absolutely not create any liability except as set forth herein of the Company, and Customer agrees that the Company shall be exempt from all liability for loss or damages due directly or indirectly to Occurrences,

or consequences there from, which the Work/Systems are designed to detect or avert, and that if Company shall be found liable for loss or damages due to a failure of the Work/Systems in any respect and at any time (whether within the limited Warranty period or otherwise), its liability shall be limited solely to the greater of either the replacement or repair of any defective parts or components or refund of the purchase price of any defective part or component, or the sum of \$250 as liquidated damages which the Customer agrees is not a penalty, and the choice of which shall be in the sole discretion of the Company. As the Customer's sole and exclusive remedy, the provisions of this Section shall apply if loss or damage results directly or indirectly to person or property from the negligent performance, or failure to perform, of material obligations imposed by this Contract or upon the Company from negligence of any nature whatsoever, of the Company, its agents or employees. PROVIDED, FURTHER, THAT IN NO EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IT IS SPECIFICALLY ACCEPTED, ACKNOWLEDGED AND UNDERSTOOD BY THE CUSTOMER THAT THE COMPANY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY AND ALL PARTICULAR PURPOSES. CUSTOMER ACCEPTS, UNDERSTANDS AND AGREES: (i) THAT THE COMPANY MAKES NO WARRANTIES (OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN); AND (ii) THAT THE COMPANY MAKES NO WARRANTY AT ANY TIME THAT THE EQUIPMENT OR SERVICE SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR ANY CONSEQUENCES WHICH THE SYSTEMS ARE DESIGNED TO DETECT AND/OR PREVENT; AND (iii) THAT NO REPRESENTATIVE OF THE COMPANY HAS ANY ACTUAL OR IMPLIED AUTHORITY TO MAKE ANY ADDITIONAL WARRANTIES OF ANY NATURE WHATSOEVER OR OTHERWISE VARY THE TERMS OF THIS CONTRACT.

12. **GOVERNING TERMS AND CONDITIONS:** If any of the terms or conditions of Customer's Purchase Order form conflict with the terms and conditions of this Contract, then the terms of this Contract will absolutely control.

13. **MISCELLANEOUS:** The parties specifically agree: (i) that this Contract contains the entire understanding and final expression of agreement between the parties; (ii) that neither prior nor subsequent statements or representations of any kind by either the Company or the Customer shall be received in evidence in any hearing regarding this Contract or in any manner used to vary the terms set forth herein; (iii) that this Contract may be amended only in a writing duly executed by the parties; (iv) that no oral modification of this Contract shall be enforceable; (v) that this Contract shall not be assignable in part or in whole by the Customer except upon the prior written consent of the Company; (vi) that this Contract, in all respects, shall be governed and construed solely under the laws of the State of North Carolina; (vii) that venue for any proceedings regarding this Contract, whether in Court, arbitration or otherwise, shall be in Iredell County, N.C.; (viii) that Customer stipulates and consents that the Court sitting in Iredell County, North Carolina, shall have and shall exercise personal jurisdiction of Customer in any proceeding regarding this Contract; (ix) that this Contract shall be assignable in whole or in part at any time by the Company and by any assignee of the Company and subsequent assignees; Customer agrees to fully continue to perform all of the terms and provisions hereof with such assignees; (x) that Company shall not be liable for any additional expense, delay or other loss caused or contributed by conditions in the Work/Systems or at the Customer's job site which could not have been reasonably discovered upon an inspection by the Company prior to entering into this Contract; and (xi) that unless otherwise agreed to in writing by the parties, connections and availability to line voltages of 110v or higher are to be supplied and provided by Customer, as its sole responsibility and expense.

14. **CHANGES TO WORK/SYSTEMS:** Any changes to Work/Systems described in this Contract which would result in a change of billing of the amounts owed by the Customer MUST be previously approved in writing and duly executed by a representative of the Customer and Company and all sums due for the said changes paid to Company before any change shall be implemented.

15. **DAMAGE DURING INSTALLATION:** The parties agree that as the Company accomplishes Work/Systems, various components of the Work/Systems may become damaged or covered by the work of others during construction; in such event, then it shall be solely Customer's responsibility at its sole expense to immediately uncover and/or repair the Company's Work to enable Company to timely complete its Contract. The Company may cease all further Work until Customer fully complies with the terms of this Section and presents proof satisfactory to Company of such compliance.

16. **SEVERABILITY OF CLAUSES:** If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. **HEADINGS:** The Section headings herein are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Contract or any provision hereof.

18. **COUNTERPARTS:** This Contract may be executed in any number of counterparts, and it shall not be necessary for more than one party to execute any one counterpart, provided that each party shall have executed at least one counterpart. Faxed signatures shall constitute originals.

19. **TENSE AND GENDER:** Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used inappropriately in this Contract, this Contract shall be read as if the appropriate gender was used.

20. **BINDING AGREEMENT:** All of the terms and provisions set forth in this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their legal representatives, successors in interest, and assigns.

21. **TIME IS OF THE ESSENCE:** Time is of the essence as to all time-sensitive provisions herein.

22. **NOTICE:** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Customer: Town Of Lewisville  
6510 Shallowford Rd.  
Lewisville, NC 27023

If to Company: Sage Security Solutions LLC  
1451 Mount Ulla Hwy  
Mooresville, NC 28115  
Phone: 704-799-8652  
Email: service@sagesecuritysolutions.com

Service shall be deemed made and received: if personally at the time of such service; if by certified or registered mail, within five (5) business days after deposited in the United States mail, provided postage is prepaid and the notice is properly addressed; and if by telefacsimile, other similar transmissions, or other reputable carrier or overnight service (such as Federal Express or UPS) at the time the machine or agency confirms delivery, provided with respect to telefacsimile, and other similar transmissions, that within two (2) business days thereafter the original thereof shall have been sent by mail (as herein provided) to the party to whom such notice was directed. All notices shall be deemed deposited for mail purposes as of the date of its postmark. Refusal of acceptance of any notice served in accordance herewith shall not affect the service thereof as otherwise provided herein. Each party hereto shall promptly give notice to each other party of any change of its address or telephone number. If such change notice is not served, the notifying party shall be entitled to rely upon the address and telephone numbers as last noticed.

If the final day of any period of time set out in any provision contained in this Contract falls on a Saturday, Sunday or federal holiday, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or federal holiday.

23. **INCORPORATION OF EXHIBITS AND ADDENDA:** Any Exhibits and Addenda identified in this Contract are incorporated herein by reference and made a part hereof.

This Contract is a fixed bid Estimate and Contract which includes the Scope and description of work, itemized listing of parts and labor and terms and conditions, is the entire proposal. CUSTOMER UNDERSTANDS AND AGREES THAT THE TERMS AND CONDITIONS ATTACHED TO THIS CONTRACT ARE A PART OF THE ESTIMATE AND CONTRACT, AND THAT CUSTOMER HAS HAD FULL OPPORTUNITY TO REVIEW AND DOES UNDERSTAND THOSE TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate, the day and year first above written.

X

Customer Signature

Date

Customer Name (Print)

Title

Sage Security Solutions LLC

X *Philip Morgart*

10/5/2022

Sage Security  
Representative

Date

Philip Morgart

Operations Manager

Name (Print)

Title

DRAFT



# Sage Security Solutions LLC

1451 Mount Ulla Hwy  
Mooresville, NC 28115

# Estimate

Date	Estimate #
10/28/2022	2293

Name / Address
Town Of Lewisville PO Box 547 Lewisville, NC 27023



- Commercial & Residential Security
- Access Control
- CCTV
- Fire Alarm Systems
- Network Cabling
- Photo ID Badge Systems

[www.SageSecuritySolutions.com](http://www.SageSecuritySolutions.com)

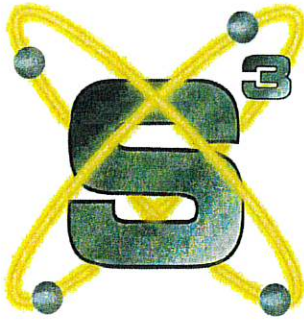
P.O. No.	Rep
	PJM

Description	Qty	Rate	Total
<b>Town of Lewisville - Mary Alice Warren Community Center - CCTV Additions</b>			
2 - 4MP IP Fixed Lens Turret Interior Camera with Mounting Hardware	1	3,317.40	3,317.40T
1 - 5MP IP Varifocal Lens Turret Exterior Camera With Mounting Hardware		-15%	-497.61
1 - 5MP IP Fisheye Camera with Mounting Hardware			
1 - 8 Port POE Gigabit Network Switch			
4 - DW Spectrum IP Camera Recording License			
Misc Wire, Conduit and Connectors			
Labor Hour	22	80.00	1,760.00
		-15%	-264.00
Total Protection Service Agreement - \$2361.00/Qtr.	1	2361.00	2361.00
<p>Scope of Work:</p> <p>Sage Security Solutions will provide and install the above new equipment to provide additional CCTV coverage. Two interior turret style cameras added to cover the left and right wing hallways, One fisheye style camera to cover the coffee bar/bathroom area, and one outdoor turret style camera with varifocal lens to provide coverage of the outside rear dinosaur display area. New network switch to be installed in right hall storage closet and shared with existing WiFi access point to provide network connectivity to right hall camera. Left hall, coffee bar, and exterior cameras to be connected to existing network switch in IT closet. All programming, testing, and training to be included.</p> <p>* Quotes/Estimates valid for 30 days from date of creation. By signing this agreement the customer agrees to the following job acceptance terms. Any work over \$4000.00 to be invoiced at 50% prior to project scheduling. Parts orders to be placed upon receipt of approval and deposit (if applicable). Project to be scheduled with customer upon receipt of parts.</p> <p>* Applicable taxes to be added to invoices. *</p> <p>** Any Required Permit Fees to be Added to Final Invoice**</p>			

Phone #	Fax #	E-mail
704-799-8652	704-660-6017	Service@sagesecuritysolutions.com
Approval Signature _____		

<b>Subtotal</b>	\$6676.79
<b>Sales Tax (7.0%)</b>	\$197.39
<b>Total</b>	\$6874.18





Sage Security Solutions LLC  
1451 Mount Ulla Hwy.  
 Mooresville, NC 28115

**CONTRACT for:** Town Of Lewisville

**Re:** Estimate # 2293

**Date:** October 28, 2022

#### TERMS AND CONDITIONS

These terms and conditions are a part of the total Estimate and Contract ("Contract"), and are binding upon execution by both parties, Town Of Lewisville ("You the Customer") and Sage Security Solutions LLC ("Us the Company").

- 1. PRICE AND DEPOSIT:** Quoted pricing ("Price") is good for 30 days. After 30 days, prices are subject to increase without prior notice, and the Price will be that in effect at the time of shipment or the initial providing of services. A deposit of 50% of the Contract Price ("Deposit") will be invoiced at time of acceptance and execution of the Contract and payment of the Deposit must be received by the Company prior to commencement of work or delivery of goods, materials or services ("Work") to accomplish the installation or repair of systems ("Systems") (hereafter "Work" and "Systems" may be collectively referred to as "Work/Systems") unless otherwise stated in the proposal.
- 2. TAXES:** All prices or quotes specifically exclude any sales, use, franchise, license, excise or other taxes with respect to the Work. All sales, use, franchise, license, excise or other taxes in respect to sale or delivery of the goods or services will be added to invoice(s) and must be paid by Customer unless otherwise stated in the proposal
- 3. PERMITS:** The Company may obtain permits or authorizations from applicable governmental authorities having jurisdiction over the Work as needed as a courtesy to assist the Customer; however, it is at all times the Customer's sole responsibility to timely obtain any permits necessary to complete the Work at Customer's sole expense. Company reserves, in its sole discretion, the right to terminate the Work and the Contract if permits are not timely obtained as set forth above. In the event of such withdrawal, all Contract sums due for Work performed or materials ordered or delivered through the date of withdrawal will be immediately paid by Customer.
- 4. TERMS OF PAYMENT:** Unless otherwise specified, and subject to credit approval which may be revoked without cause or notice to Customer at any time by Company, the terms of payment shall be net fifteen (15) days from the date of invoice. All invoices unpaid after thirty (30) days from the date thereof shall be subject to a late payment fee of 1-1/2% per month on the outstanding balance. Customer agrees to pay all Company's costs of collection for any unpaid balance, including, but not limited to, Company's reasonable collection costs, disbursements and attorney's fees, regardless of whether litigation or arbitration is commenced.

5. **INSTALLMENT PAYMENTS:** In the event that Customer and Company agree to installment payments during the Work, then such installment payments shall be made according to the terms of payment set forth in paragraph 4 above. In the event any installment payment becomes past due, Company may cease all further Work until full payment is made.

6. **INSTALLATION, MAINTENANCE, and SERVICE:** Customer hereby authorizes and empowers Company to perform or cause to be performed the Work pursuant to the terms of this Contract, including but not limited to installation, maintenance, inspection, testing, and repair of the Systems on its premises. The Work shall be performed in a workmanlike manner in accordance with Company's standard practices and shall be completed in accordance with a mutually agreed upon written schedule. The obligation of Company to provide service related to the maintenance of the System installed by the Company pertains solely to the items specified in the Bill of Materials as herein set forth or attached and incorporated by reference. The Company is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to whom such specified systems or components are attached, unless specifically agreed upon in this Contract. The Company will provide service only in accordance with the standard warranty hereinafter set forth, and any other service agreement executed and agreed upon between Company and Customer while the equipment is located on the premises upon which it was installed. The Company technicians will have full and free access upon their arrival to the equipment covered under the service agreement to provide service thereon. For existing installations, the Customer represents that it is the sole owner of the equipment to be serviced under the service agreement, or, if not the sole owner, Customer shall provide written authority from the owner to include such equipment under the service agreement.

Any service to be provided is intended to maintain the equipment in, or restore the equipment to, good working order. Service under the service agreement does not insure or assure against, nor shall Company assume any liability for, interruptions in operation of the equipment covered by the service agreement. When covered by a service agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined solely by Company.

7. **EXCAVATION:** Customer assumes all liability and responsibility for properly locating and identifying all water, sewer, telephone, cable TV, electric power and gas lines ("Utility Lines"). Company is in no manner responsible or liable for any damage or cutting of Utility Lines. Company shall not perform any landscape repairs to any property.

8. **CUSTOMER'S DELAY:** Customer's delay or inability regarding delivery of materials to the Work site shall not excuse or release Customer from its obligation to timely pay the sums due according to the Contract.

9. **DELAYS:** Company shall not be liable for reasonable delays in performing the Work. Reasonable delays include, without limitation, delays resulting from: accidents, acts of God, fires, floods, freight embargoes or transportation delays, inspection delays, shortages of labor, inability to secure fuel, material, supplies or power or on account of shortages thereof, any existing or future laws, acts, regulations, orders, requests or decrees of the federal or any state government affecting the conduct of Company business which Company, in its judgment and discretion, deems it advisable to comply with as a legal or patriotic duty, or other causes beyond Company's control. Reasonable delays also include, without limitation, delays to which the Customer, when notified thereof, makes no immediate written objection to the Company. In the event of any such delay, the date of delivery of the Work shall be extended for a period equal to the time lost by such delay. In the event of its inability for any reason to supply the goods or services pursuant to the Work/Systems to be furnished hereunder, Company may, in its sole discretion and without notice to Customer, allocate its availability of supply of such goods and services among any or all of its customers, as well as departments, divisions, subsidiaries or affiliates of Company, or among Company's product lines on such basis as Company may deem practical with no liability for any failure of performance which may result there from.

10. **WARRANTY:**

A. **EXCLUSIVE LIMITED WARRANTY:** Only for all direct sales or leases of equipment ("Equipment") by the Company to the Customer and for the benefit only of the Customer, the following exclusive limited warranty ("Warranty") shall consist of any parts or components, including wiring or any downloading technology used with or as a part of the Work/Systems installed under this or any other agreement between Customer and Company, when such installation is performed by or at the direction of a current Company employee or its duly authorized representative, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation for Labor and one (1) year of the date of completion of installation for Parts, will

be repaired or replaced at Company's option with a functionally operative part or component substantially equivalent in cost and quality to the defective part, or, alternatively, the Company may choose, in its sole discretion, to refund to the Customer the purchase price of the defective part or component in question or pay the liquidated damages agreed upon and set forth below. Unless a different time period is indicated in this Contract, the materials required to repair or replace such defective parts or components will be provided free of charge for a period of 90 days following the completion of the initial installation and any subsequent installation associated with the correction of defective parts or components.

**B. CUSTOMER LIABLE FOR CHARGES:** This Warranty does not apply to the occurrences listed below in Section 10C, and in the event Customer calls Company for Work/Systems under this Warranty and upon inspection, the Company determines that one of the said occurrences has led to the inoperability or apparent inoperability of the System, the Customer hereby agrees to pay, within 15 days of receipt of Company's invoice, for all non-warranted repair work and service call(s) of Company. Non-warranted service will be furnished by Company during its normal working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

**C. OCCURRENCES NOT COVERED BY WARRANTY:** The occurrences not warranted ("Occurrences") are as follows: A) Damage resulting from accidents, acts of God, alteration, misuse, tampering with, or abuse of, the Work/Systems covered by this Contract or failure to adequately secure the Customer's premises, and regardless of whether caused by Customer, its guests, invitees, licensees, trespassers, or other third parties; B) Improper or negligent performance of any Work/Systems or adjustment of any of the Equipment listed in this Contract as a part of the Work/Systems, including without limitation any independent third party dealer or installer not directly employed or duly authorized by Company; C) Failure of Customer to properly follow instructions communicated orally or in writing at the time of Installation or at any later date, whether provided by Company or its representatives concerning the Work described in this Contract; D) Any defect or adjustment which was caused by maintenance, work or adjustment to Equipment or software by anyone other than a direct employee or duly authorized representative of the Company; E) Damages caused by the interruption of electrical power or to the telephone service; F) Damages resulting from ordinary wear and tear or deterioration of any part of the Work/Systems or other failure of any part of the Work/Systems after the expiration of the ninety-day limited warranty period described herein unless specifically covered by an executed Service Agreement between Customer and Company.

**D. SERVICE AGREEMENT OPTION:** In the event that Customer has elected to execute a Service Agreement from Sage Security Solutions LLC, all work and materials contained in this contract job will be covered in accordance with the terms of the Service Agreement Document elected and executed herein. In the event that the Customer already has an existing Service Agreement in place prior to this contract job, all work and materials being provided by this contract job will be deemed part of the original and existing Service Agreement Document, and any additional premiums due as a result of this contract job are hereby stated in the Scope of Work and agreed to by the Customer and Sage Security Solutions LLC, and will be considered due and payable in accordance with the terms of the original and existing Service Agreement Document from the date of this contract job until the expiration or renewal of the original Service Agreement.

**EXCEPT AS STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, AND THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.**

**11. LIMITATION OF LIABILITY:** Under no circumstances shall the Company be liable to Customer for any consequential damages, lost profits or any other incidental or consequential loss. Customer's sole remedy under this Contract is limited to the remedies set forth in Section 10 relating to Warranty. Furthermore, it is understood and agreed that the Company is not an insurer and that insurance against loss due to burglary, robbery, fire or otherwise, may be obtained by and shall be the exclusive responsibility of the Customer if desired. The payments required by this Contract are based solely upon the price of the Work/Systems described in this Contract, and are unrelated to the value of any property located at the Customer's site of the Work/Systems. The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may be proximately caused from the failure of the Company to perform the Work hereunder, including without limitation any act or omission relating to downloading technology monitoring goods or services or judgments made in the evaluation of remote video monitoring transmissions. The Customer agrees that this Contract does absolutely not create any liability except as set forth herein of the Company, and Customer agrees that the Company shall be exempt from all liability for loss or damages due directly or indirectly to Occurrences,



or consequences there from, which the Work/Systems are designed to detect or avert, and that if Company shall be found liable for loss or damages due to a failure of the Work/Systems in any respect and at any time (whether within the limited Warranty period or otherwise), its liability shall be limited solely to the greater of either the replacement or repair of any defective parts or components or refund of the purchase price of any defective part or component, or the sum of \$250 as liquidated damages which the Customer agrees is not a penalty, and the choice of which shall be in the sole discretion of the Company. As the Customer's sole and exclusive remedy, the provisions of this Section shall apply if loss or damage results directly or indirectly to person or property from the negligent performance, or failure to perform, of material obligations imposed by this Contract or upon the Company from negligence of any nature whatsoever, of the Company, its agents or employees. PROVIDED, FURTHER, THAT IN NO EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IT IS SPECIFICALLY ACCEPTED, ACKNOWLEDGED AND UNDERSTOOD BY THE CUSTOMER THAT THE COMPANY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY AND ALL PARTICULAR PURPOSES. CUSTOMER ACCEPTS, UNDERSTANDS AND AGREES: (i) THAT THE COMPANY MAKES NO WARRANTIES (OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN); AND (ii) THAT THE COMPANY MAKES NO WARRANTY AT ANY TIME THAT THE EQUIPMENT OR SERVICE SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR ANY CONSEQUENCES WHICH THE SYSTEMS ARE DESIGNED TO DETECT AND/OR PREVENT; AND (iii) THAT NO REPRESENTATIVE OF THE COMPANY HAS ANY ACTUAL OR IMPLIED AUTHORITY TO MAKE ANY ADDITIONAL WARRANTIES OF ANY NATURE WHATSOEVER OR OTHERWISE VARY THE TERMS OF THIS CONTRACT.

12. **GOVERNING TERMS AND CONDITIONS:** If any of the terms or conditions of Customer's Purchase Order form conflict with the terms and conditions of this Contract, then the terms of this Contract will absolutely control.

13. **MISCELLANEOUS:** The parties specifically agree: (i) that this Contract contains the entire understanding and final expression of agreement between the parties; (ii) that neither prior nor subsequent statements or representations of any kind by either the Company or the Customer shall be received in evidence in any hearing regarding this Contract or in any manner used to vary the terms set forth herein; (iii) that this Contract may be amended only in a writing duly executed by the parties; (iv) that no oral modification of this Contract shall be enforceable; (v) that this Contract shall not be assignable in part or in whole by the Customer except upon the prior written consent of the Company; (vi) that this Contract, in all respects, shall be governed and construed solely under the laws of the State of North Carolina; (vii) that venue for any proceedings regarding this Contract, whether in Court, arbitration or otherwise, shall be in Iredell County, N.C.; (viii) that Customer stipulates and consents that the Court sitting in Iredell County, North Carolina, shall have and shall exercise personal jurisdiction of Customer in any proceeding regarding this Contract; (ix) that this Contract shall be assignable in whole or in part at any time by the Company and by any assignee of the Company and subsequent assignees; Customer agrees to fully continue to perform all of the terms and provisions hereof with such assignees; (x) that Company shall not be liable for any additional expense, delay or other loss caused or contributed by conditions in the Work/Systems or at the Customer's job site which could not have been reasonably discovered upon an inspection by the Company prior to entering into this Contract; and (xi) that unless otherwise agreed to in writing by the parties, connections and availability to line voltages of 110v or higher are to be supplied and provided by Customer, as its sole responsibility and expense.

14. **CHANGES TO WORK/SYSTEMS:** Any changes to Work/Systems described in this Contract which would result in a change of billing of the amounts owed by the Customer MUST be previously approved in writing and duly executed by a representative of the Customer and Company and all sums due for the said changes paid to Company before any change shall be implemented.

15. **DAMAGE DURING INSTALLATION:** The parties agree that as the Company accomplishes Work/Systems, various components of the Work/Systems may become damaged or covered by the work of others during construction; in such event, then it shall be solely Customer's responsibility at its sole expense to immediately uncover and/or repair the Company's Work to enable Company to timely complete its Contract. The Company may cease all further Work until Customer fully complies with the terms of this Section and presents proof satisfactory to Company of such compliance.

16. **SEVERABILITY OF CLAUSES:** If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. **HEADINGS:** The Section headings herein are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Contract or any provision hereof.

18. **COUNTERPARTS:** This Contract may be executed in any number of counterparts, and it shall not be necessary for more than one party to execute any one counterpart, provided that each party shall have executed at least one counterpart. Faxed signatures shall constitute originals.

19. **TENSE AND GENDER:** Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used inappropriately in this Contract, this Contract shall be read as if the appropriate gender was used.

20. **BINDING AGREEMENT:** All of the terms and provisions set forth in this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their legal representatives, successors in interest, and assigns.

21. **TIME IS OF THE ESSENCE:** Time is of the essence as to all time-sensitive provisions herein.

22. **NOTICE:** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Customer:           Town Of Lewisville  
6510 Shallowford Rd.  
Lewisville, NC 27023

If to Company:           Sage Security Solutions LLC  
1451 Mount Ulla Hwy  
Mooresville, NC 28115  
Phone: 704-799-8652  
Email: service@sagesecuritysolutions.com

Service shall be deemed made and received: if personally at the time of such service; if by certified or registered mail, within five (5) business days after deposited in the United States mail, provided postage is prepaid and the notice is properly addressed; and if by telefacsimile, other similar transmissions, or other reputable carrier or overnight service (such as Federal Express or UPS) at the time the machine or agency confirms delivery, provided with respect to telefacsimile, and other similar transmissions, that within two (2) business days thereafter the original thereof shall have been sent by mail (as herein provided) to the party to whom such notice was directed. All notices shall be deemed deposited for mail purposes as of the date of its postmark. Refusal of acceptance of any notice served in accordance herewith shall not affect the service thereof as otherwise provided herein. Each party hereto shall promptly give notice to each other party of any change of its address or telephone number. If such change notice is not served, the notifying party shall be entitled to rely upon the address and telephone numbers as last noticed.

If the final day of any period of time set out in any provision contained in this Contract falls on a Saturday, Sunday or federal holiday, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or federal holiday.

23. **INCORPORATION OF EXHIBITS AND ADDENDA:** Any Exhibits and Addenda identified in this Contract are incorporated herein by reference and made a part hereof.

This Contract is a fixed bid Estimate and Contract which includes the Scope and description of work, itemized listing of parts and labor and terms and conditions, is the entire proposal. **CUSTOMER UNDERSTANDS AND AGREES THAT THE TERMS AND CONDITIONS ATTACHED TO THIS CONTRACT ARE A PART OF THE ESTIMATE AND CONTRACT, AND THAT CUSTOMER HAS HAD FULL OPPORTUNITY TO REVIEW AND DOES UNDERSTAND THOSE TERMS AND CONDITIONS.**

**IN WITNESS WHEREOF,** the parties hereto have executed this Contract in duplicate, the day and year first above written.

X

Customer Signature

Date

Customer Name (Print)

Title

Sage Security Solutions LLC

X *Philip Morgart*

10/28/2022

Sage Security Representative

Date

Philip Morgart

Operations Manager

Name (Print)

Title

**Total Protection Addition Addendum**

This agreement to include items in this proposal as well as all existing security, access control and CCTV equipment as installed on Est 2100

**12 Month Contract:**

\*\* S3 offers a 12 month term Total Protection plan for the above equipment installed by S3, that covers unlimited system programming modifications as well as all service call, repair, parts and labor 100% for the term of the contract (with these exceptions - Any device designed to fail in the event of over current as a lightning/power surge suppressor. Any device damaged by Fire, Water, Wind, Lightning, or any Act of God. Any device damaged resulting from misuse, abuse, or accident). The Premium is \$2361.00 per Quarter, billed in advance for the Total Protection Agreement for the first 12 month term (to begin at job completion).

\*\*\* After the initial term, this agreement shall auto-renew on an annual basis unless the agreement is canceled by giving 60 days written notice. \*\*

Initials \_\_\_\_\_



# Sage Security Solutions LLC

1451 Mount Ulla Hwy  
Mooresville, NC 28115

# Estimate

Date	Estimate #
10/5/2022	2302

Name / Address
Town Of Lewisville PO Box 547 Lewisville, NC 27023



- Commercial & Residential Security
- Access Control
- CCTV
- Fire Alarm Systems
- Network Cabling
- Photo ID Badge Systems

www.SageSecuritySolutions.com

P.O. No.	Rep
	PJM

Description	Qty	Rate	Total
<b>Town of Lewisville - Old Community Center - CCTV Upgrade</b>			
1 - Network Video Recorder with 6TB Hard Drive	1	8,090.00	8,090.00T
6 - 5 Megapixel Fixed Lens Vandal Resistant Ball Camera			
1 - 9 Port POE Gigabit Network Switch			
1 - 32" Viewing Monitor with Desktop Stand			
6 - Analog Cable Replacement with CAT6			
2 - IP Camera Recording License			
Misc Wire and Connectors			
Service Agreement Customer 15% Materials discount		-15.00%	-1,213.50
Labor Hour	12	80.00	960.00
Service Agreement Customer 15% Labor discount		-15.00%	-144.00
Total Protection Service Agreement - \$300.00/Qtr.	1	300.00	300.00
<b>INCLUDED DISCOUNT TERMS -</b> This estimate includes a 15% overall discount on parts and labor for the installation of this job, dependent upon acceptance of the Total Protection Plan (12 month term).  <b>12 Month Contract:</b> ** S3 offers a 12 month term Total Protection plan for the above equipment installed by S3, that covers unlimited system programming modifications as well as all service call, repair, parts and labor 100% for the term of the contract (with these exceptions - Any device designed to fail in the event of over current as a lightning/power surge suppressor. Any device damaged by Fire, Water, Wind, Lightning, or any Act of God. Any device damaged resulting from misuse, abuse, or accident). The Premium is \$300.00 per Quarter, billed in advance for the Total Protection Agreement for the first 12 month term (to begin at job completion). *** After the initial term, this agreement shall auto-renew on an annual basis unless the agreement is canceled by giving 60 days written notice. **			

Phone #	Fax #	E-mail
704-799-8652	704-660-6017	Service@sagesecuritysolutions.com
Approval Signature _____		

<b>Subtotal</b>
<b>Sales Tax (7.0%)</b>
<b>Total</b>



# Sage Security Solutions LLC

1451 Mount Ulla Hwy  
Mooresville, NC 28115

# Estimate

Date	Estimate #
10/5/2022	2302

Name / Address
Town Of Lewisville PO Box 547 Lewisville, NC 27023



- Commercial & Residential Security
- Access Control
- CCTV
- Fire Alarm Systems
- Network Cabling
- Photo ID Badge Systems

[www.SageSecuritySolutions.com](http://www.SageSecuritySolutions.com)

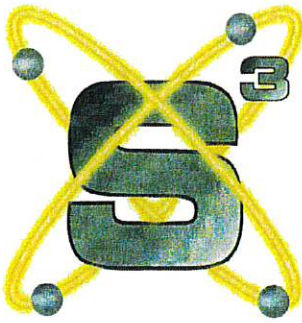
P.O. No.	Rep
	PJM

Description	Qty	Rate	Total
<p>Scope of Work: Sage Security Solutions will provide and install the above new equipment to replace the existing (6) camera analog CCTV system. New CAT6 cabling to replace all existing analog cabling. New cameras to remain in existing camera locations. New monitor to be provided for camera viewing at the recorder. Recorder storage estimate of 60 days based on materials listed to allow for future system expansion. All programming, testing, and training to be included.</p> <p>* Quotes/Estimates valid for 30 days from date of creation. By signing this agreement the customer agrees to the following job acceptance terms. Any work over \$4000.00 to be invoiced at 50% prior to project scheduling. Parts orders to be placed upon receipt of approval and deposit (if applicable). Project to be scheduled with customer upon receipt of parts. * Applicable taxes to be added to invoices. * ** Any Required Permit Fees to be Added to Final Invoice**</p>			

Phone #	Fax #	E-mail
704-799-8652	704-660-6017	Service@sagesecuritysolutions.com
Approval Signature _____		

<b>Subtotal</b>	\$7,992.50
<b>Sales Tax (7.0%)</b>	\$481.36
<b>Total</b>	\$8,473.86





Sage Security Solutions LLC  
1451 Mount Ulla Hwy.  
Mooresville, NC 28115

**CONTRACT for:** Town Of Lewisville

**Re:** Estimate # 2302

**Date:** October 5, 2022

#### TERMS AND CONDITIONS

These terms and conditions are a part of the total Estimate and Contract ("Contract"), and are binding upon execution by both parties, Town Of Lewisville ("You the Customer") and Sage Security Solutions LLC ("Us the Company").

- 1. PRICE AND DEPOSIT:** Quoted pricing ("Price") is good for 30 days. After 30 days, prices are subject to increase without prior notice, and the Price will be that in effect at the time of shipment or the initial providing of services. A deposit of 50% of the Contract Price ("Deposit") will be invoiced at time of acceptance and execution of the Contract and payment of the Deposit must be received by the Company prior to commencement of work or delivery of goods, materials or services ("Work") to accomplish the installation or repair of systems ("Systems") (hereafter "Work" and "Systems" may be collectively referred to as "Work/Systems") unless otherwise stated in the proposal.
- 2. TAXES:** All prices or quotes specifically exclude any sales, use, franchise, license, excise or other taxes with respect to the Work. All sales, use, franchise, license, excise or other taxes in respect to sale or delivery of the goods or services will be added to invoice(s) and must be paid by Customer unless otherwise stated in the proposal
- 3. PERMITS:** The Company may obtain permits or authorizations from applicable governmental authorities having jurisdiction over the Work as needed as a courtesy to assist the Customer; however, it is at all times the Customer's sole responsibility to timely obtain any permits necessary to complete the Work at Customer's sole expense. Company reserves, in its sole discretion, the right to terminate the Work and the Contract if permits are not timely obtained as set forth above. In the event of such withdrawal, all Contract sums due for Work performed or materials ordered or delivered through the date of withdrawal will be immediately paid by Customer.
- 4. TERMS OF PAYMENT:** Unless otherwise specified, and subject to credit approval which may be revoked without cause or notice to Customer at any time by Company, the terms of payment shall be net fifteen (15) days from the date of invoice. All invoices unpaid after thirty (30) days from the date thereof shall be subject to a late payment fee of 1-1/2% per month on the outstanding balance. Customer agrees to pay all Company's costs of collection for any unpaid balance, including, but not limited to, Company's reasonable collection costs, disbursements and attorney's fees, regardless of whether litigation or arbitration is commenced.

5. **INSTALLMENT PAYMENTS:** In the event that Customer and Company agree to installment payments during the Work, then such installment payments shall be made according to the terms of payment set forth in paragraph 4 above. In the event any installment payment becomes past due, Company may cease all further Work until full payment is made.

6. **INSTALLATION, MAINTENANCE, and SERVICE:** Customer hereby authorizes and empowers Company to perform or cause to be performed the Work pursuant to the terms of this Contract, including but not limited to installation, maintenance, inspection, testing, and repair of the Systems on its premises. The Work shall be performed in a workmanlike manner in accordance with Company's standard practices and shall be completed in accordance with a mutually agreed upon written schedule. The obligation of Company to provide service related to the maintenance of the System installed by the Company pertains solely to the items specified in the Bill of Materials as herein set forth or attached and incorporated by reference. The Company is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to whom such specified systems or components are attached, unless specifically agreed upon in this Contract. The Company will provide service only in accordance with the standard warranty hereinafter set forth, and any other service agreement executed and agreed upon between Company and Customer while the equipment is located on the premises upon which it was installed. The Company technicians will have full and free access upon their arrival to the equipment covered under the service agreement to provide service thereon. For existing installations, the Customer represents that it is the sole owner of the equipment to be serviced under the service agreement, or, if not the sole owner, Customer shall provide written authority from the owner to include such equipment under the service agreement.

Any service to be provided is intended to maintain the equipment in, or restore the equipment to, good working order. Service under the service agreement does not insure or assure against, nor shall Company assume any liability for, interruptions in operation of the equipment covered by the service agreement. When covered by a service agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined solely by Company.

7. **EXCAVATION:** Customer assumes all liability and responsibility for properly locating and identifying all water, sewer, telephone, cable TV, electric power and gas lines ("Utility Lines"). Company is in no manner responsible or liable for any damage or cutting of Utility Lines. Company shall not perform any landscape repairs to any property.

8. **CUSTOMER'S DELAY:** Customer's delay or inability regarding delivery of materials to the Work site shall not excuse or release Customer from its obligation to timely pay the sums due according to the Contract.

9. **DELAYS:** Company shall not be liable for reasonable delays in performing the Work. Reasonable delays include, without limitation, delays resulting from: accidents, acts of God, fires, floods, freight embargoes or transportation delays, inspection delays, shortages of labor, inability to secure fuel, material, supplies or power or on account of shortages thereof, any existing or future laws, acts, regulations, orders, requests or decrees of the federal or any state government affecting the conduct of Company business which Company, in its judgment and discretion, deems it advisable to comply with as a legal or patriotic duty, or other causes beyond Company's control. Reasonable delays also include, without limitation, delays to which the Customer, when notified thereof, makes no immediate written objection to the Company. In the event of any such delay, the date of delivery of the Work shall be extended for a period equal to the time lost by such delay. In the event of its inability for any reason to supply the goods or services pursuant to the Work/Systems to be furnished hereunder, Company may, in its sole discretion and without notice to Customer, allocate its availability of supply of such goods and services among any or all of its customers, as well as departments, divisions, subsidiaries or affiliates of Company, or among Company's product lines on such basis as Company may deem practical with no liability for any failure of performance which may result there from.

10. **WARRANTY:**

**A. EXCLUSIVE LIMITED WARRANTY:** Only for all direct sales or leases of equipment ("Equipment") by the Company to the Customer and for the benefit only of the Customer, the following exclusive limited warranty ("Warranty") shall consist of any parts or components, including wiring or any downloading technology used with or as a part of the Work/Systems installed under this or any other agreement between Customer and Company, when such installation is performed by or at the direction of a current Company employee or its duly authorized representative, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation for Labor and one (1) year of the date of completion of installation for Parts, will

be repaired or replaced at Company's option with a functionally operative part or component substantially equivalent in cost and quality to the defective part, or, alternatively, the Company may choose, in its sole discretion, to refund to the Customer the purchase price of the defective part or component in question or pay the liquidated damages agreed upon and set forth below. Unless a different time period is indicated in this Contract, the materials required to repair or replace such defective parts or components will be provided free of charge for a period of 90 days following the completion of the initial installation and any subsequent installation associated with the correction of defective parts or components.

**B. CUSTOMER LIABLE FOR CHARGES:** This Warranty does not apply to the occurrences listed below in Section 10C, and in the event Customer calls Company for Work/Systems under this Warranty and upon inspection, the Company determines that one of the said occurrences has led to the inoperability or apparent inoperability of the System, the Customer hereby agrees to pay, within 15 days of receipt of Company's invoice, for all non-warranted repair work and service call(s) of Company. Non-warranted service will be furnished by Company during its normal working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

**C. OCCURRENCES NOT COVERED BY WARRANTY:** The occurrences not warranted ("Occurrences") are as follows: A) Damage resulting from accidents, acts of God, alteration, misuse, tampering with, or abuse of, the Work/Systems covered by this Contract or failure to adequately secure the Customer's premises, and regardless of whether caused by Customer, its guests, invitees, licensees, trespassers, or other third parties; B) Improper or negligent performance of any Work/Systems or adjustment of any of the Equipment listed in this Contract as a part of the Work/Systems, including without limitation any independent third party dealer or installer not directly employed or duly authorized by Company; C) Failure of Customer to properly follow instructions communicated orally or in writing at the time of installation or at any later date, whether provided by Company or its representatives concerning the Work described in this Contract; D) Any defect or adjustment which was caused by maintenance, work or adjustment to Equipment or software by anyone other than a direct employee or duly authorized representative of the Company; E) Damages caused by the interruption of electrical power or to the telephone service; F) Damages resulting from ordinary wear and tear or deterioration of any part of the Work/Systems or other failure of any part of the Work/Systems after the expiration of the ninety-day limited warranty period described herein unless specifically covered by an executed Service Agreement between Customer and Company.

**D. SERVICE AGREEMENT OPTION:** In the event that Customer has elected to execute a Service Agreement from Sage Security Solutions LLC, all work and materials contained in this contract job will be covered in accordance with the terms of the Service Agreement Document elected and executed herein. In the event that the Customer already has an existing Service Agreement in place prior to this contract job, all work and materials being provided by this contract job will be deemed part of the original and existing Service Agreement Document, and any additional premiums due as a result of this contract job are hereby stated in the Scope of Work and agreed to by the Customer and Sage Security Solutions LLC, and will be considered due and payable in accordance with the terms of the original and existing Service Agreement Document from the date of this contract job until the expiration or renewal of the original Service Agreement.

**EXCEPT AS STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, AND THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.**

**11. LIMITATION OF LIABILITY:** Under no circumstances shall the Company be liable to Customer for any consequential damages, lost profits or any other incidental or consequential loss. Customer's sole remedy under this Contract is limited to the remedies set forth in Section 10 relating to Warranty. Furthermore, it is understood and agreed that the Company is not an insurer and that insurance against loss due to burglary, robbery, fire or otherwise, may be obtained by and shall be the exclusive responsibility of the Customer if desired. The payments required by this Contract are based solely upon the price of the Work/Systems described in this Contract, and are unrelated to the value of any property located at the Customer's site of the Work/Systems. The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may be proximately caused from the failure of the Company to perform the Work hereunder, including without limitation any act or omission relating to downloading technology monitoring goods or services or judgments made in the evaluation of remote video monitoring transmissions. The Customer agrees that this Contract does absolutely not create any liability except as set forth herein of the Company, and Customer agrees that the Company shall be exempt from all liability for loss or damages due directly or indirectly to Occurrences,



or consequences there from, which the Work/Systems are designed to detect or avert, and that if Company shall be found liable for loss or damages due to a failure of the Work/Systems in any respect and at any time (whether within the limited Warranty period or otherwise), its liability shall be limited solely to the greater of either the replacement or repair of any defective parts or components or refund of the purchase price of any defective part or component, or the sum of \$250 as liquidated damages which the Customer agrees is not a penalty, and the choice of which shall be in the sole discretion of the Company. As the Customer's sole and exclusive remedy, the provisions of this Section shall apply if loss or damage results directly or indirectly to person or property from the negligent performance, or failure to perform, of material obligations imposed by this Contract or upon the Company from negligence of any nature whatsoever, of the Company, its agents or employees. PROVIDED, FURTHER, THAT IN NO EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IT IS SPECIFICALLY ACCEPTED, ACKNOWLEDGED AND UNDERSTOOD BY THE CUSTOMER THAT THE COMPANY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY AND ALL PARTICULAR PURPOSES. CUSTOMER ACCEPTS, UNDERSTANDS AND AGREES: (i) THAT THE COMPANY MAKES NO WARRANTIES (OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN); AND (ii) THAT THE COMPANY MAKES NO WARRANTY AT ANY TIME THAT THE EQUIPMENT OR SERVICE SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR ANY CONSEQUENCES WHICH THE SYSTEMS ARE DESIGNED TO DETECT AND/OR PREVENT; AND (iii) THAT NO REPRESENTATIVE OF THE COMPANY HAS ANY ACTUAL OR IMPLIED AUTHORITY TO MAKE ANY ADDITIONAL WARRANTIES OF ANY NATURE WHATSOEVER OR OTHERWISE VARY THE TERMS OF THIS CONTRACT.

**12. GOVERNING TERMS AND CONDITIONS:** If any of the terms or conditions of Customer's Purchase Order form conflict with the terms and conditions of this Contract, then the terms of this Contract will absolutely control.

**13. MISCELLANEOUS:** The parties specifically agree: (i) that this Contract contains the entire understanding and final expression of agreement between the parties; (ii) that neither prior nor subsequent statements or representations of any kind by either the Company or the Customer shall be received in evidence in any hearing regarding this Contract or in any manner used to vary the terms set forth herein; (iii) that this Contract may be amended only in a writing duly executed by the parties; (iv) that no oral modification of this Contract shall be enforceable; (v) that this Contract shall not be assignable in part or in whole by the Customer except upon the prior written consent of the Company; (vi) that this Contract, in all respects, shall be governed and construed solely under the laws of the State of North Carolina; (vii) that venue for any proceedings regarding this Contract, whether in Court, arbitration or otherwise, shall be in Iredell County, N.C.; (viii) that Customer stipulates and consents that the Court sitting in Iredell County, North Carolina, shall have and shall exercise personal jurisdiction of Customer in any proceeding regarding this Contract; (ix) that this Contract shall be assignable in whole or in part at any time by the Company and by any assignee of the Company and subsequent assignees; Customer agrees to fully continue to perform all of the terms and provisions hereof with such assignees; (x) that Company shall not be liable for any additional expense, delay or other loss caused or contributed by conditions in the Work/Systems or at the Customer's job site which could not have been reasonably discovered upon an inspection by the Company prior to entering into this Contract; and (xi) that unless otherwise agreed to in writing by the parties, connections and availability to line voltages of 110v or higher are to be supplied and provided by Customer, as its sole responsibility and expense.

**14. CHANGES TO WORK/SYSTEMS:** Any changes to Work/Systems described in this Contract which would result in a change of billing of the amounts owed by the Customer MUST be previously approved in writing and duly executed by a representative of the Customer and Company and all sums due for the said changes paid to Company before any change shall be implemented.

**15. DAMAGE DURING INSTALLATION:** The parties agree that as the Company accomplishes Work/Systems, various components of the Work/Systems may become damaged or covered by the work of others during construction; in such event, then it shall be solely Customer's responsibility at its sole expense to immediately uncover and/or repair the Company's Work to enable Company to timely complete its Contract. The Company may cease all further Work until Customer fully complies with the terms of this Section and presents proof satisfactory to Company of such compliance.

**16. SEVERABILITY OF CLAUSES:** If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**17. HEADINGS:** The Section headings herein are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Contract or any provision hereof.

18. **COUNTERPARTS:** This Contract may be executed in any number of counterparts, and it shall not be necessary for more than one party to execute any one counterpart, provided that each party shall have executed at least one counterpart. Faxed signatures shall constitute originals.

19. **TENSE AND GENDER:** Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used inappropriately in this Contract, this Contract shall be read as if the appropriate gender was used.

20. **BINDING AGREEMENT:** All of the terms and provisions set forth in this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their legal representatives, successors in interest, and assigns.

21. **TIME IS OF THE ESSENCE:** Time is of the essence as to all time-sensitive provisions herein.

22. **NOTICE:** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Customer:           Town Of Lewisville  
6510 Shallowford Rd.  
Lewisville, NC 27023

If to Company:           Sage Security Solutions LLC  
1451 Mount Ulla Hwy  
Mooresville, NC 28115  
Phone: 704-799-8652  
Email: service@sagesecuritysolutions.com

Service shall be deemed made and received: if personally at the time of such service; if by certified or registered mail, within five (5) business days after deposited in the United States mail, provided postage is prepaid and the notice is properly addressed; and if by telefacsimile, other similar transmissions, or other reputable carrier or overnight service (such as Federal Express or UPS) at the time the machine or agency confirms delivery, provided with respect to telefacsimile, and other similar transmissions, that within two (2) business days thereafter the original thereof shall have been sent by mail (as herein provided) to the party to whom such notice was directed. All notices shall be deemed deposited for mail purposes as of the date of its postmark. Refusal of acceptance of any notice served in accordance herewith shall not affect the service thereof as otherwise provided herein. Each party hereto shall promptly give notice to each other party of any change of its address or telephone number. If such change notice is not served, the notifying party shall be entitled to rely upon the address and telephone numbers as last noticed.

If the final day of any period of time set out in any provision contained in this Contract falls on a Saturday, Sunday or federal holiday, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or federal holiday.

23. **INCORPORATION OF EXHIBITS AND ADDENDA:** Any Exhibits and Addenda Identified in this Contract are incorporated herein by reference and made a part hereof.

This Contract is a fixed bid Estimate and Contract which includes the Scope and description of work, itemized listing of parts and labor and terms and conditions, is the entire proposal. CUSTOMER UNDERSTANDS AND AGREES THAT THE TERMS AND CONDITIONS ATTACHED TO THIS CONTRACT ARE A PART OF THE ESTIMATE AND CONTRACT, AND THAT CUSTOMER HAS HAD FULL OPPORTUNITY TO REVIEW AND DOES UNDERSTAND THOSE TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate, the day and year first above written.

X

Customer Signature

Date

Customer Name (Print)

Title

Sage Security Solutions LLC

X *Philip Morgart*

10/5/2022

Sage Security  
Representative

Date

Philip Morgart

Operations Manager

Name (Print)

Title

DRAFT



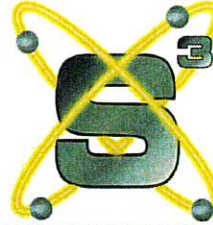
# Sage Security Solutions LLC

1451 Mount Ulla Hwy  
 Mooresville, NC 28115

# Estimate

Date	Estimate #
10/27/2022	2301-R2

Name / Address
Town Of Lewisville PO Box 547 Lewisville, NC 27023



- Commercial & Residential Security
- Access Control
- CCTV
- Fire Alarm Systems
- Network Cabling
- Photo ID Badge Systems

www.SageSecuritySolutions.com

P.O. No.	Rep
	PJM

Description	Qty	Rate	Total
Town of Lewisville - Jack Warren Park - CCTV Upgrade			
1 - Network Video Recorder with 12TB Hard Drive	1	11,578.43	11,578.43T
1 - 21 Megapixel 180° Panoramic IP Network Camera with Mounting Hardware			
2 - 5 Megapixel Fixed Lens Dome Camera with Mounting Hardware			
4 - 4K Ultra HD Varifocal Lens Bullet Camera with Mounting Hardware			
1 - 9 Port POE Gigabit Network Switch			
2 - Weatherproof Junction Box for Transceiver			
3 - IP Camera Recording License			
Misc Wire and Connectors			
Service Agreement Customer 15% Materials discount		-15.00%	-1,736.76
Labor Hour	21	80.00	1,680.00
Service Agreement Customer 15% Labor discount		-15.00%	-252.00
Wireless Point-to-Point Network From Park Bathroom Building to Gate Pole	1	644.40	644.40T
Service Agreement Customer 15% Materials discount		-15.00%	-96.66
Labor Hour	16	80.00	1,280.00
Service Agreement Customer 15% Labor discount		-15.00%	-192.00
Total Protection Service Agreement - \$520.00/Qtr.	1	520.00	520.00

Phone #	Fax #	E-mail
704-799-8652	704-660-6017	Service@sagesecuritysolutions.com
Approval Signature _____		

<b>Subtotal</b>
<b>Sales Tax (7.0%)</b>
<b>Total</b>



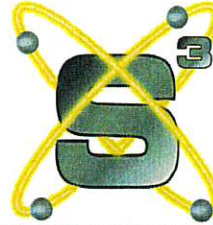
# Sage Security Solutions LLC

1451 Mount Ulla Hwy  
Mooresville, NC 28115

# Estimate

Date	Estimate #
10/27/2022	2301-R2

Name / Address
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- Commercial & Residential Security
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P.O. No.	Rep
	PJM

Description	Qty	Rate	Total
<p><b>INCLUDED DISCOUNT TERMS -</b> This estimate includes a 15% overall discount on parts and labor for the installation of this job, dependent upon acceptance of the Total Protection Plan (12 month term).</p> <p><b>12 Month Contract:</b> ** S3 offers a 12 month term Total Protection plan for the above equipment installed by S3, that covers unlimited system programming modifications as well as all service call, repair, parts and labor 100% for the term of the contract (with these exceptions - Any device designed to fail in the event of over current as a lightning/power surge suppressor. Any device damaged by Fire, Water, Wind, Lightning, or any Act of God. Any device damaged resulting from misuse, abuse, or accident). The Premium is \$520.00 per Quarter, billed in advance for the Total Protection Agreement for the first 12 month term (to begin at job completion). *** After the initial term, this agreement shall auto-renew on an annual basis unless the agreement is canceled by giving 60 days written notice. **</p> <p><b>Scope of Work:</b> Sage Security Solutions will provide and install the above new equipment to replace the existing CCTV system. Existing category cable to be reused. Fixed lens Dome cameras to be installed above bathrooms. Varifocal ultra high definition 4K Bullet cameras to be installed in remaining locations for long distance capture. One new panoramic dome camera to be installed on front of building to cover the parking lot. Wireless Point-to-Point network to be installed to provide network communication from the entry gate pole to the park bathroom building. Any underground conduit or trenching required for pole camera to be by others. Recorder storage estimate of 60 days based on materials listed to allow for future system expansion. All programming, testing, and training to be included.</p>			

Phone #	Fax #	E-mail
704-799-8652	704-660-6017	Service@sagesecuritysolutions.com
Approval Signature _____		

<b>Subtotal</b>
<b>Sales Tax (7.0%)</b>
<b>Total</b>





**Sage Security Solutions LLC**  
 1451 Mount Ulla Hwy  
 Mooresville, NC 28115

# Estimate

Date	Estimate #
10/27/2022	2301-R2

Name / Address
Town Of Lewisville PO Box 547 Lewisville, NC 27023



- Commercial & Residential Security
- Access Control
- CCTV
- Fire Alarm Systems
- Network Cabling
- Photo ID Badge Systems

[www.SageSecuritySolutions.com](http://www.SageSecuritySolutions.com)

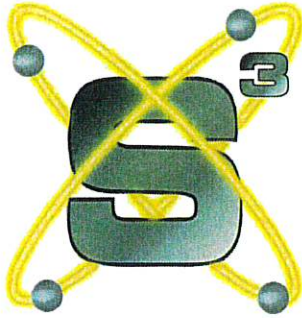
P.O. No.	Rep
	PJM

Description	Qty	Rate	Total
<p>* Quotes/Estimates valid for 30 days from date of creation. By signing this agreement the customer agrees to the following job acceptance terms. Any work over \$4000.00 to be invoiced at 50% prior to project scheduling. Parts orders to be placed upon receipt of approval and deposit (if applicable). Project to be scheduled with customer upon receipt of parts.</p> <p>* Applicable taxes to be added to invoices. *</p> <p>** Any Required Permit Fees to be Added to Final Invoice**</p>			

DRAFT

Phone #	Fax #	E-mail
704-799-8652	704-660-6017	Service@sagesecuritysolutions.com
Approval Signature _____		

<b>Subtotal</b>	\$13,425.41
<b>Sales Tax (7.0%)</b>	\$727.26
<b>Total</b>	\$14,152.67



Sage Security Solutions LLC  
1451 Mount Ulla Hwy.  
 Mooresville, NC 28115

CONTRACT for: Town Of Lewisville

Re: Estimate # 2301 Rev. 2

Date: October 27, 2022

#### TERMS AND CONDITIONS

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Any service to be provided is intended to maintain the equipment in, or restore the equipment to, good working order. Service under the service agreement does not insure or assure against, nor shall Company assume any liability for, interruptions in operation of the equipment covered by the service agreement. When covered by a service agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined solely by Company.

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**8. CUSTOMER'S DELAY:** Customer's delay or inability regarding delivery of materials to the Work site shall not excuse or release Customer from its obligation to timely pay the sums due according to the Contract.

**9. DELAYS:** Company shall not be liable for reasonable delays in performing the Work. Reasonable delays include, without limitation, delays resulting from: accidents, acts of God, fires, floods, freight embargoes or transportation delays, inspection delays, shortages of labor, inability to secure fuel, material, supplies or power or on account of shortages thereof, any existing or future laws, acts, regulations, orders, requests or decrees of the federal or any state government affecting the conduct of Company business which Company, in its judgment and discretion, deems it advisable to comply with as a legal or patriotic duty, or other causes beyond Company's control. Reasonable delays also include, without limitation, delays to which the Customer, when notified thereof, makes no immediate written objection to the Company. In the event of any such delay, the date of delivery of the Work shall be extended for a period equal to the time lost by such delay. In the event of its inability for any reason to supply the goods or services pursuant to the Work/Systems to be furnished hereunder, Company may, in its sole discretion and without notice to Customer, allocate its availability of supply of such goods and services among any or all of its customers, as well as departments, divisions, subsidiaries or affiliates of Company, or among Company's product lines on such basis as Company may deem practical with no liability for any failure of performance which may result there from.

**10. WARRANTY:**

**A. EXCLUSIVE LIMITED WARRANTY:** Only for all direct sales or leases of equipment ("Equipment") by the Company to the Customer and for the benefit only of the Customer, the following exclusive limited warranty ("Warranty") shall consist of any parts or components, including wiring or any downloading technology used with or as a part of the Work/Systems installed under this or any other agreement between Customer and Company, when such installation is performed by or at the direction of a current Company employee or its duly authorized representative, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation for Labor and one (1) year of the date of completion of installation for Parts, will



be repaired or replaced at Company's option with a functionally operative part or component substantially equivalent in cost and quality to the defective part, or, alternatively, the Company may choose, in its sole discretion, to refund to the Customer the purchase price of the defective part or component in question or pay the liquidated damages agreed upon and set forth below. Unless a different time period is indicated in this Contract, the materials required to repair or replace such defective parts or components will be provided free of charge for a period of 90 days following the completion of the initial installation and any subsequent installation associated with the correction of defective parts or components.

**B. CUSTOMER LIABLE FOR CHARGES:** This Warranty does not apply to the occurrences listed below in Section 10C, and in the event Customer calls Company for Work/Systems under this Warranty and upon inspection, the Company determines that one of the said occurrences has led to the inoperability or apparent inoperability of the System, the Customer hereby agrees to pay, within 15 days of receipt of Company's invoice, for all non-warranted repair work and service call(s) of Company. Non-warranted service will be furnished by Company during its normal working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

**C. OCCURRENCES NOT COVERED BY WARRANTY:** The occurrences not warranted ("Occurrences") are as follows: A) Damage resulting from accidents, acts of God, alteration, misuse, tampering with, or abuse of, the Work/Systems covered by this Contract or failure to adequately secure the Customer's premises, and regardless of whether caused by Customer, its guests, invitees, licensees, trespassers, or other third parties; B) Improper or negligent performance of any Work/Systems or adjustment of any of the Equipment listed in this Contract as a part of the Work/Systems, including without limitation any independent third party dealer or installer not directly employed or duly authorized by Company; C) Failure of Customer to properly follow instructions communicated orally or in writing at the time of installation or at any later date, whether provided by Company or its representatives concerning the Work described in this Contract; D) Any defect or adjustment which was caused by maintenance, work or adjustment to Equipment or software by anyone other than a direct employee or duly authorized representative of the Company; E) Damages caused by the interruption of electrical power or to the telephone service; F) Damages resulting from ordinary wear and tear of deterioration of any part of the Work/Systems or other failure of any part of the Work/Systems after the expiration of the ninety-day limited warranty period described herein unless specifically covered by an executed Service Agreement between Customer and Company.

**D. SERVICE AGREEMENT OPTION:** In the event that Customer has elected to execute a Service Agreement from Sage Security Solutions LLC, all work and materials contained in this contract job will be covered in accordance with the terms of the Service Agreement Document elected and executed herein. In the event that the Customer already has an existing Service Agreement in place prior to this contract job, all work and materials being provided by this contract job will be deemed part of the original and existing Service Agreement Document, and any additional premiums due as a result of this contract job are hereby stated in the Scope of Work and agreed to by the Customer and Sage Security Solutions LLC, and will be considered due and payable in accordance with the terms of the original and existing Service Agreement Document from the date of this contract job until the expiration or renewal of the original Service Agreement.

**EXCEPT AS STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, AND THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.**

**11. LIMITATION OF LIABILITY:** Under no circumstances shall the Company be liable to Customer for any consequential damages, lost profits or any other incidental or consequential loss. Customer's sole remedy under this Contract is limited to the remedies set forth in Section 10 relating to Warranty. Furthermore, it is understood and agreed that the Company is not an insurer and that insurance against loss due to burglary, robbery, fire or otherwise, may be obtained by and shall be the exclusive responsibility of the Customer if desired. The payments required by this Contract are based solely upon the price of the Work/Systems described in this Contract, and are unrelated to the value of any property located at the Customer's site of the Work/Systems. The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may be proximately caused from the failure of the Company to perform the Work hereunder, including without limitation any act or omission relating to downloading technology monitoring goods or services or judgments made in the evaluation of remote video monitoring transmissions. The Customer agrees that this Contract does absolutely not create any liability except as set forth herein of the Company, and Customer agrees that the Company shall be exempt from all liability for loss or damages due directly or indirectly to Occurrences,

or consequences there from, which the Work/Systems are designed to detect or avert, and that if Company shall be found liable for loss or damages due to a failure of the Work/Systems in any respect and at any time (whether within the limited Warranty period or otherwise), its liability shall be limited solely to the greater of either the replacement or repair of any defective parts or components or refund of the purchase price of any defective part or component, or the sum of \$250 as liquidated damages which the Customer agrees is not a penalty, and the choice of which shall be in the sole discretion of the Company. As the Customer's sole and exclusive remedy, the provisions of this Section shall apply if loss or damage results directly or indirectly to person or property from the negligent performance, or failure to perform, of material obligations imposed by this Contract or upon the Company from negligence of any nature whatsoever, of the Company, its agents or employees. PROVIDED, FURTHER, THAT IN NO EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IT IS SPECIFICALLY ACCEPTED, ACKNOWLEDGED AND UNDERSTOOD BY THE CUSTOMER THAT THE COMPANY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY AND ALL PARTICULAR PURPOSES. CUSTOMER ACCEPTS, UNDERSTANDS AND AGREES: (i) THAT THE COMPANY MAKES NO WARRANTIES (OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN); AND (ii) THAT THE COMPANY MAKES NO WARRANTY AT ANY TIME THAT THE EQUIPMENT OR SERVICE SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR ANY CONSEQUENCES WHICH THE SYSTEMS ARE DESIGNED TO DETECT AND/OR PREVENT; AND (iii) THAT NO REPRESENTATIVE OF THE COMPANY HAS ANY ACTUAL OR IMPLIED AUTHORITY TO MAKE ANY ADDITIONAL WARRANTIES OF ANY NATURE WHATSOEVER OR OTHERWISE VARY THE TERMS OF THIS CONTRACT.

**12. GOVERNING TERMS AND CONDITIONS:** If any of the terms or conditions of Customer's Purchase Order form conflict with the terms and conditions of this Contract, then the terms of this Contract will absolutely control.

**13. MISCELLANEOUS:** The parties specifically agree: (i) that this Contract contains the entire understanding and final expression of agreement between the parties; (ii) that neither prior nor subsequent statements or representations of any kind by either the Company or the Customer shall be received in evidence in any hearing regarding this Contract or in any manner used to vary the terms set forth herein; (iii) that this Contract may be amended only in a writing duly executed by the parties; (iv) that no oral modification of this Contract shall be enforceable; (v) that this Contract shall not be assignable in part or in whole by the Customer except upon the prior written consent of the Company; (vi) that this Contract, in all respects, shall be governed and construed solely under the laws of the State of North Carolina; (vii) that venue for any proceedings regarding this Contract, whether in Court, arbitration or otherwise, shall be in Iredell County, N.C.; (viii) that Customer stipulates and consents that the Court sitting in Iredell County, North Carolina, shall have and shall exercise personal jurisdiction of Customer in any proceeding regarding this Contract; (ix) that this Contract shall be assignable in whole or in part at any time by the Company and by any assignee of the Company and subsequent assignees; Customer agrees to fully continue to perform all of the terms and provisions hereof with such assignees; (x) that Company shall not be liable for any additional expense, delay or other loss caused or contributed by conditions in the Work/Systems or at the Customer's job site which could not have been reasonably discovered upon an inspection by the Company prior to entering into this Contract; and (xi) that unless otherwise agreed to in writing by the parties, connections and availability to line voltages of 110v or higher are to be supplied and provided by Customer, as its sole responsibility and expense.

**14. CHANGES TO WORK/SYSTEMS:** Any changes to Work/Systems described in this Contract which would result in a change of billing of the amounts owed by the Customer MUST be previously approved in writing and duly executed by a representative of the Customer and Company and all sums due for the said changes paid to Company before any change shall be implemented.

**15. DAMAGE DURING INSTALLATION:** The parties agree that as the Company accomplishes Work/Systems, various components of the Work/Systems may become damaged or covered by the work of others during construction; in such event, then it shall be solely Customer's responsibility at its sole expense to immediately uncover and/or repair the Company's Work to enable Company to timely complete its Contract. The Company may cease all further Work until Customer fully complies with the terms of this Section and presents proof satisfactory to Company of such compliance.

**16. SEVERABILITY OF CLAUSES:** If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**17. HEADINGS:** The Section headings herein are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Contract or any provision hereof.

18. **COUNTERPARTS:** This Contract may be executed in any number of counterparts, and it shall not be necessary for more than one party to execute any one counterpart, provided that each party shall have executed at least one counterpart. Faxed signatures shall constitute originals.

19. **TENSE AND GENDER:** Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used inappropriately in this Contract, this Contract shall be read as if the appropriate gender was used.

20. **BINDING AGREEMENT:** All of the terms and provisions set forth in this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their legal representatives, successors in interest, and assigns.

21. **TIME IS OF THE ESSENCE:** Time is of the essence as to all time-sensitive provisions herein.

22. **NOTICE:** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Customer: Town Of Lewisville  
6510 Shallowford Rd.  
Lewisville, NC 27023

If to Company: Sage Security Solutions LLC  
1451 Mount Ulla Hwy  
 Mooresville, NC 28115  
Phone: 704-799-8652  
Email: service@sagesecuritysolutions.com

Service shall be deemed made and received: if personally at the time of such service; if by certified or registered mail, within five (5) business days after deposited in the United States mail, provided postage is prepaid and the notice is properly addressed; and if by telefacsimile, other similar transmissions, or other reputable carrier or overnight service (such as Federal Express or UPS) at the time the machine or agency confirms delivery, provided with respect to telefacsimile, and other similar transmissions, that within two (2) business days thereafter the original thereof shall have been sent by mail (as herein provided) to the party to whom such notice was directed. All notices shall be deemed deposited for mail purposes as of the date of its postmark. Refusal of acceptance of any notice served in accordance herewith shall not affect the service thereof as otherwise provided herein. Each party hereto shall promptly give notice to each other party of any change of its address or telephone number. If such change notice is not served, the notifying party shall be entitled to rely upon the address and telephone numbers as last noticed.

If the final day of any period of time set out in any provision contained in this Contract falls on a Saturday, Sunday or federal holiday, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or federal holiday.

23. **INCORPORATION OF EXHIBITS AND ADDENDA:** Any Exhibits and Addenda identified in this Contract are incorporated herein by reference and made a part hereof.

This Contract is a fixed bid Estimate and Contract which includes the Scope and description of work, itemized listing of parts and labor and terms and conditions, is the entire proposal. CUSTOMER UNDERSTANDS AND AGREES THAT THE TERMS AND CONDITIONS ATTACHED TO THIS CONTRACT ARE A PART OF THE ESTIMATE AND CONTRACT, AND THAT CUSTOMER HAS HAD FULL OPPORTUNITY TO REVIEW AND DOES UNDERSTAND THOSE TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate, the day and year first above written.

X

Customer Signature

Date

Customer Name (Print)

Title

Sage Security Solutions LLC

X *Philip Morgart*

10/27/2022

Sage Security  
Representative

Date

Philip Morgart

Operations Manager

Name (Print)

Title

DRAFT



**Sage Security Solutions LLC**  
 1451 Mount Ulla Hwy  
 Mooresville, NC 28115

# Estimate

Date	Estimate #
10/27/2022	2300-R2

Name / Address
Town Of Lewisville PO Box 547 Lewisville, NC 27023



- Commercial & Residential Security
- Access Control
- CCTV
- Fire Alarm Systems
- Network Cabling
- Photo ID Badge Systems

[www.SageSecuritySolutions.com](http://www.SageSecuritySolutions.com)

P.O. No.	Rep
	PJM

Description	Qty	Rate	Total
Town of Lewisville - <b>Shallowford Square</b> - CCTV Upgrade			
1 - Network Video Recorder with 12TB Hard Drive	1	7,416.00	7,416.00T
3 - 5 Megapixel Fixed Lens Dome Camera with Mounting Hardware			
3 - 4K Ultra HD Varifocal Lens Bullet Camera with Mounting Hardware			
1 - 9 Port POE Gigabit Network Switch			
1 - 32" Viewing Monitor with Desktop Stand			
2 - IP Camera Recording License			
Misc Wire and Connectors			
Service Agreement Customer 15% Materials discount		-15.00%	-1,212.40
Labor Hour	18	80.00	1,440.00
Service Agreement Customer 15% Labor discount		-15.00%	-216.00
Total Protection Service Agreement - \$332.00/Qtr.	1	332.00	332.00
<b>INCLUDED DISCOUNT TERMS -</b> This estimate includes a 15% overall discount on parts and labor for the installation of this job, dependent upon acceptance of the Total Protection Plan (12 month term).  12 Month Contract: ** S3 offers a 12 month term Total Protection plan for the above equipment installed by S3, that covers unlimited system programming modifications as well as all service call, repair, parts and labor 100% for the term of the contract (with these exceptions - Any device designed to fail in the event of over current as a lightning/power surge suppressor. Any device damaged by Fire, Water, Wind, Lightning, or any Act of God. Any device damaged resulting from misuse, abuse, or accident). The Premium is \$332.00 per Quarter, billed in advance for the Total Protection Agreement for the first 12 month term (to begin at job completion). *** After the initial term, this agreement shall auto-renew on an annual basis unless the agreement is canceled by giving 60 days written notice. **			

Phone #	Fax #	E-mail
704-799-8652	704-660-6017	Service@sagesecuritysolutions.com
Approval Signature _____		

<b>Subtotal</b>
<b>Sales Tax (7.0%)</b>
<b>Total</b>





# Sage Security Solutions LLC

1451 Mount Ulla Hwy  
 Mooresville, NC 28115

# Estimate

Date	Estimate #
10/27/2022	2300-R2

Name / Address
Town Of Lewisville PO Box 547 Lewisville, NC 27023



- Commercial & Residential Security
- Access Control
- CCTV
- Fire Alarm Systems
- Network Cabling
- Photo ID Badge Systems

[www.SageSecuritySolutions.com](http://www.SageSecuritySolutions.com)

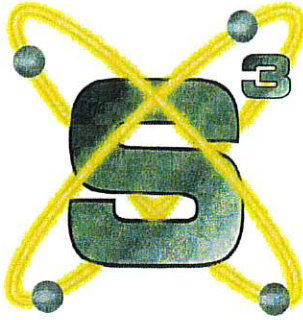
P.O. No.	Rep
	PJM

Description	Qty	Rate	Total
<p>Scope of Work: Sage Security Solutions will provide and install the above new equipment to replace the existing CCTV system. Existing category cable to be reused. Fixed lens cameras to be installed above bathrooms/Clock Tower. Varifocal ultra high definition 4K cameras to be installed in remaining locations for long distance capture. New monitor to be installed for viewing at the video recorder. Recorder storage estimate of 60 days based on materials listed to allow for future system expansion. Available network port at Town Hall to be provided by customer. All programming, testing, and training to be included.</p> <p>* Quotes/Estimates valid for 30 days from date of creation. By signing this agreement the customer agrees to the following job acceptance terms. Any work over \$4000.00 to be invoiced at 50% prior to project scheduling. Parts orders to be placed upon receipt of approval and deposit (if applicable). Project to be scheduled with customer upon receipt of parts.</p> <p>* Applicable taxes to be added to invoices. *</p> <p>** Any Required Permit Fees to be Added to Final Invoice**</p>			

Phone #	Fax #	E-mail
704-799-8652	704-660-6017	Service@sagesecuritysolutions.com
Approval Signature _____		

<b>Subtotal</b>	\$7,759.60
<b>Sales Tax (7.0%)</b>	\$434.25
<b>Total</b>	\$8,193.85





Sage Security Solutions LLC  
1451 Mount Ulla Hwy.  
Mooreville, NC 28115

**CONTRACT for:** Town Of Lewisville

**Re:** Estimate # 2300 Rev. 2

**Date:** October 27, 2022

#### TERMS AND CONDITIONS

These terms and conditions are a part of the total Estimate and Contract ("Contract"), and are binding upon execution by both parties, Town Of Lewisville ("You the Customer") and Sage Security Solutions LLC ("Us the Company").

- 1. PRICE AND DEPOSIT:** Quoted pricing ("Price") is good for 30 days. After 30 days, prices are subject to increase without prior notice, and the Price will be that in effect at the time of shipment or the initial providing of services. A deposit of 50% of the Contract Price ("Deposit") will be invoiced at time of acceptance and execution of the Contract and payment of the Deposit must be received by the Company prior to commencement of work or delivery of goods, materials or services ("Work") to accomplish the installation or repair of systems ("Systems") (hereafter "Work" and "Systems" may be collectively referred to as "Work/Systems") unless otherwise stated in the proposal.
- 2. TAXES:** All prices or quotes specifically exclude any sales, use, franchise, license, excise or other taxes with respect to the Work. All sales, use, franchise, license, excise or other taxes in respect to sale or delivery of the goods or services will be added to invoice(s) and must be paid by Customer unless otherwise stated in the proposal
- 3. PERMITS:** The Company may obtain permits or authorizations from applicable governmental authorities having jurisdiction over the Work as needed as a courtesy to assist the Customer; however, it is at all times the Customer's sole responsibility to timely obtain any permits necessary to complete the Work at Customer's sole expense. Company reserves, in its sole discretion, the right to terminate the Work and the Contract if permits are not timely obtained as set forth above. In the event of such withdrawal, all Contract sums due for Work performed or materials ordered or delivered through the date of withdrawal will be immediately paid by Customer.
- 4. TERMS OF PAYMENT:** Unless otherwise specified, and subject to credit approval which may be revoked without cause or notice to Customer at any time by Company, the terms of payment shall be net fifteen (15) days from the date of invoice. All invoices unpaid after thirty (30) days from the date thereof shall be subject to a late payment fee of 1-1/2% per month on the outstanding balance. Customer agrees to pay all Company's costs of collection for any unpaid balance, including, but not limited to, Company's reasonable collection costs, disbursements and attorney's fees, regardless of whether litigation or arbitration is commenced.

**5. INSTALLMENT PAYMENTS:** In the event that Customer and Company agree to installment payments during the Work, then such installment payments shall be made according to the terms of payment set forth in paragraph 4 above. In the event any installment payment becomes past due, Company may cease all further Work until full payment is made.

**6. INSTALLATION, MAINTENANCE, and SERVICE:** Customer hereby authorizes and empowers Company to perform or cause to be performed the Work pursuant to the terms of this Contract, including but not limited to installation, maintenance, inspection, testing, and repair of the Systems on its premises. The Work shall be performed in a workmanlike manner in accordance with Company's standard practices and shall be completed in accordance with a mutually agreed upon written schedule. The obligation of Company to provide service related to the maintenance of the System installed by the Company pertains solely to the items specified in the Bill of Materials as herein set forth or attached and incorporated by reference. The Company is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to whom such specified systems or components are attached, unless specifically agreed upon in this Contract. The Company will provide service only in accordance with the standard warranty hereinafter set forth, and any other service agreement executed and agreed upon between Company and Customer while the equipment is located on the premises upon which it was installed. The Company technicians will have full and free access upon their arrival to the equipment covered under the service agreement to provide service thereon. For existing installations, the Customer represents that it is the sole owner of the equipment to be serviced under the service agreement, or, if not the sole owner, Customer shall provide written authority from the owner to include such equipment under the service agreement.

Any service to be provided is intended to maintain the equipment in, or restore the equipment to, good working order. Service under the service agreement does not insure or assure against, nor shall Company assume any liability for, interruptions in operation of the equipment covered by the service agreement. When covered by a service agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined solely by Company.

**7. EXCAVATION:** Customer assumes all liability and responsibility for properly locating and identifying all water, sewer, telephone, cable TV, electric power and gas lines ("Utility Lines"). Company is in no manner responsible or liable for any damage or cutting of Utility Lines. Company shall not perform any landscape repairs to any property.

**8. CUSTOMER'S DELAY:** Customer's delay or inability regarding delivery of materials to the Work site shall not excuse or release Customer from its obligation to timely pay the sums due according to the Contract.

**9. DELAYS:** Company shall not be liable for reasonable delays in performing the Work. Reasonable delays include, without limitation, delays resulting from: accidents, acts of God, fires, floods, freight embargoes or transportation delays, inspection delays, shortages of labor, inability to secure fuel, material, supplies or power or on account of shortages thereof, any existing or future laws, acts, regulations, orders, requests or decrees of the federal or any state government affecting the conduct of Company business which Company, in its judgment and discretion, deems it advisable to comply with as a legal or patriotic duty, or other causes beyond Company's control. Reasonable delays also include, without limitation, delays to which the Customer, when notified thereof, makes no immediate written objection to the Company. In the event of any such delay, the date of delivery of the Work shall be extended for a period equal to the time lost by such delay. In the event of its inability for any reason to supply the goods or services pursuant to the Work/Systems to be furnished hereunder, Company may, in its sole discretion and without notice to Customer, allocate its availability of supply of such goods and services among any or all of its customers, as well as departments, divisions, subsidiaries or affiliates of Company, or among Company's product lines on such basis as Company may deem practical with no liability for any failure of performance which may result there from.

**10. WARRANTY:**

**A. EXCLUSIVE LIMITED WARRANTY:** Only for all direct sales or leases of equipment ("Equipment") by the Company to the Customer and for the benefit only of the Customer, the following exclusive limited warranty ("Warranty") shall consist of any parts or components, including wiring or any downloading technology used with or as a part of the Work/Systems installed under this or any other agreement between Customer and Company, when such installation is performed by or at the direction of a current Company employee or its duly authorized representative, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation for Labor and one (1) year of the date of completion of installation for Parts, will

be repaired or replaced at Company's option with a functionally operative part or component substantially equivalent in cost and quality to the defective part, or, alternatively, the Company may choose, in its sole discretion, to refund to the Customer the purchase price of the defective part or component in question or pay the liquidated damages agreed upon and set forth below. Unless a different time period is indicated in this Contract, the materials required to repair or replace such defective parts or components will be provided free of charge for a period of 90 days following the completion of the initial installation and any subsequent installation associated with the correction of defective parts or components.

**B. CUSTOMER LIABLE FOR CHARGES:** This Warranty does not apply to the occurrences listed below in Section 10C, and in the event Customer calls Company for Work/Systems under this Warranty and upon inspection, the Company determines that one of the said occurrences has led to the inoperability or apparent inoperability of the System, the Customer hereby agrees to pay, within 15 days of receipt of Company's invoice, for all non-warranted repair work and service call(s) of Company. Non-warranted service will be furnished by Company during its normal working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

**C. OCCURRENCES NOT COVERED BY WARRANTY:** The occurrences not warranted ("Occurrences") are as follows: A) Damage resulting from accidents, acts of God, alteration, misuse, tampering with, or abuse of, the Work/Systems covered by this Contract or failure to adequately secure the Customer's premises, and regardless of whether caused by Customer, its guests, invitees, licensees, trespassers, or other third parties; B) Improper or negligent performance of any Work/Systems or adjustment of any of the Equipment listed in this Contract as a part of the Work/Systems, including without limitation any independent third party dealer or installer not directly employed or duly authorized by Company; C) Failure of Customer to properly follow instructions communicated orally or in writing at the time of installation or at any later date, whether provided by Company or its representatives concerning the Work described in this Contract; D) Any defect or adjustment which was caused by maintenance, work or adjustment to Equipment or software by anyone other than a direct employee or duly authorized representative of the Company; E) Damages caused by the interruption of electrical power or to the telephone service; F) Damages resulting from ordinary wear and tear of deterioration of any part of the Work/Systems or other failure of any part of the Work/Systems after the expiration of the ninety-day limited warranty period described herein unless specifically covered by an executed Service Agreement between Customer and Company.

**D. SERVICE AGREEMENT OPTION:** In the event that Customer has elected to execute a Service Agreement from Sage Security Solutions LLC, all work and materials contained in this contract job will be covered in accordance with the terms of the Service Agreement Document elected and executed herein. In the event that the Customer already has an existing Service Agreement in place prior to this contract job, all work and materials being provided by this contract job will be deemed part of the original and existing Service Agreement Document, and any additional premiums due as a result of this contract job are hereby stated in the Scope of Work and agreed to by the Customer and Sage Security Solutions LLC, and will be considered due and payable in accordance with the terms of the original and existing Service Agreement Document from the date of this contract job until the expiration or renewal of the original Service Agreement.

**EXCEPT AS STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, AND THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.**

**11. LIMITATION OF LIABILITY:** Under no circumstances shall the Company be liable to Customer for any consequential damages, lost profits or any other incidental or consequential loss. Customer's sole remedy under this Contract is limited to the remedies set forth in Section 10 relating to Warranty. Furthermore, it is understood and agreed that the Company is not an insurer and that insurance against loss due to burglary, robbery, fire or otherwise, may be obtained by and shall be the exclusive responsibility of the Customer if desired. The payments required by this Contract are based solely upon the price of the Work/Systems described in this Contract, and are unrelated to the value of any property located at the Customer's site of the Work/Systems. The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may be proximately caused from the failure of the Company to perform the Work hereunder, including without limitation any act or omission relating to downloading technology monitoring goods or services or judgments made in the evaluation of remote video monitoring transmissions. The Customer agrees that this Contract does absolutely not create any liability except as set forth herein of the Company, and Customer agrees that the Company shall be exempt from all liability for loss or damages due directly or indirectly to Occurrences,

or consequences there from, which the Work/Systems are designed to detect or avert, and that if Company shall be found liable for loss or damages due to a failure of the Work/Systems in any respect and at any time (whether within the limited Warranty period or otherwise), its liability shall be limited solely to the greater of either the replacement or repair of any defective parts or components or refund of the purchase price of any defective part or component, or the sum of \$250 as liquidated damages which the Customer agrees is not a penalty, and the choice of which shall be in the sole discretion of the Company. As the Customer's sole and exclusive remedy, the provisions of this Section shall apply if loss or damage results directly or indirectly to person or property from the negligent performance, or failure to perform, of material obligations imposed by this Contract or upon the Company from negligence of any nature whatsoever, of the Company, its agents or employees. PROVIDED, FURTHER, THAT IN NO EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IT IS SPECIFICALLY ACCEPTED, ACKNOWLEDGED AND UNDERSTOOD BY THE CUSTOMER THAT THE COMPANY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY AND ALL PARTICULAR PURPOSES. CUSTOMER ACCEPTS, UNDERSTANDS AND AGREES: (i) THAT THE COMPANY MAKES NO WARRANTIES (OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN); AND (ii) THAT THE COMPANY MAKES NO WARRANTY AT ANY TIME THAT THE EQUIPMENT OR SERVICE SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR ANY CONSEQUENCES WHICH THE SYSTEMS ARE DESIGNED TO DETECT AND/OR PREVENT; AND (iii) THAT NO REPRESENTATIVE OF THE COMPANY HAS ANY ACTUAL OR IMPLIED AUTHORITY TO MAKE ANY ADDITIONAL WARRANTIES OF ANY NATURE WHATSOEVER OR OTHERWISE VARY THE TERMS OF THIS CONTRACT.

12. **GOVERNING TERMS AND CONDITIONS:** If any of the terms or conditions of Customer's Purchase Order form conflict with the terms and conditions of this Contract, then the terms of this Contract will absolutely control.

13. **MISCELLANEOUS:** The parties specifically agree: (i) that this Contract contains the entire understanding and final expression of agreement between the parties; (ii) that neither prior nor subsequent statements or representations of any kind by either the Company or the Customer shall be received in evidence in any hearing regarding this Contract or in any manner used to vary the terms set forth herein; (iii) that this Contract may be amended only in a writing duly executed by the parties; (iv) that no oral modification of this Contract shall be enforceable; (v) that this Contract shall not be assignable in part or in whole by the Customer except upon the prior written consent of the Company; (vi) that this Contract, in all respects, shall be governed and construed solely under the laws of the State of North Carolina; (vii) that venue for any proceedings regarding this Contract, whether in Court, arbitration or otherwise, shall be in Iredell County, N.C.; (viii) that Customer stipulates and consents that the Court sitting in Iredell County, North Carolina, shall have and shall exercise personal jurisdiction of Customer in any proceeding regarding this Contract; (ix) that this Contract shall be assignable in whole or in part at any time by the Company and by any assignee of the Company and subsequent assignees; Customer agrees to fully continue to perform all of the terms and provisions hereof with such assignees; (x) that Company shall not be liable for any additional expense, delay or other loss caused or contributed by conditions in the Work/Systems or at the Customer's job site which could not have been reasonably discovered upon an inspection by the Company prior to entering into this Contract; and (xi) that unless otherwise agreed to in writing by the parties, connections and availability to line voltages of 110v or higher are to be supplied and provided by Customer, as its sole responsibility and expense.

14. **CHANGES TO WORK/SYSTEMS:** Any changes to Work/Systems described in this Contract which would result in a change of billing of the amounts owed by the Customer MUST be previously approved in writing and duly executed by a representative of the Customer and Company and all sums due for the said changes paid to Company before any change shall be implemented.

15. **DAMAGE DURING INSTALLATION:** The parties agree that as the Company accomplishes Work/Systems, various components of the Work/Systems may become damaged or covered by the work of others during construction; in such event, then it shall be solely Customer's responsibility at its sole expense to immediately uncover and/or repair the Company's Work to enable Company to timely complete its Contract. The Company may cease all further Work until Customer fully complies with the terms of this Section and presents proof satisfactory to Company of such compliance.

16. **SEVERABILITY OF CLAUSES:** If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. **HEADINGS:** The Section headings herein are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Contract or any provision hereof.

18. **COUNTERPARTS:** This Contract may be executed in any number of counterparts, and it shall not be necessary for more than one party to execute any one counterpart, provided that each party shall have executed at least one counterpart. Faxed signatures shall constitute originals.

19. **TENSE AND GENDER:** Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used inappropriately in this Contract, this Contract shall be read as if the appropriate gender was used.

20. **BINDING AGREEMENT:** All of the terms and provisions set forth in this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their legal representatives, successors in interest, and assigns.

21. **TIME IS OF THE ESSENCE:** Time is of the essence as to all time-sensitive provisions herein.

22. **NOTICE:** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Customer: Town Of Lewisville  
6510 Shallowford Rd.  
Lewisville, NC 27023

If to Company: Sage Security Solutions LLC  
1451 Mount Ulla Hwy  
 Mooresville, NC 28115  
Phone: 704-799-8652  
Email: service@sagesecuritysolutions.com

Service shall be deemed made and received: if personally at the time of such service; if by certified or registered mail, within five (5) business days after deposited in the United States mail, provided postage is prepaid and the notice is properly addressed; and if by telefacsimile, other similar transmissions, or other reputable carrier or overnight service (such as Federal Express or UPS) at the time the machine or agency confirms delivery, provided with respect to telefacsimile, and other similar transmissions, that within two (2) business days thereafter the original thereof shall have been sent by mail (as herein provided) to the party to whom such notice was directed. All notices shall be deemed deposited for mail purposes as of the date of its postmark. Refusal of acceptance of any notice served in accordance herewith shall not affect the service thereof as otherwise provided herein. Each party hereto shall promptly give notice to each other party of any change of its address or telephone number. If such change notice is not served, the notifying party shall be entitled to rely upon the address and telephone numbers as last noticed.

If the final day of any period of time set out in any provision contained in this Contract falls on a Saturday, Sunday or federal holiday, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or federal holiday.

23. **INCORPORATION OF EXHIBITS AND ADDENDA:** Any Exhibits and Addenda identified in this Contract are incorporated herein by reference and made a part hereof.

This Contract is a fixed bid Estimate and Contract which includes the Scope and description of work, itemized listing of parts and labor and terms and conditions, is the entire proposal. **CUSTOMER UNDERSTANDS AND AGREES THAT THE TERMS AND CONDITIONS ATTACHED TO THIS CONTRACT ARE A PART OF THE ESTIMATE AND CONTRACT, AND THAT CUSTOMER HAS HAD FULL OPPORTUNITY TO REVIEW AND DOES UNDERSTAND THOSE TERMS AND CONDITIONS.**

**IN WITNESS WHEREOF,** the parties hereto have executed this Contract in duplicate, the day and year first above written.

X

Customer Signature

Date

Customer Name (Print)

Title

Sage Security Solutions LLC

X *Philip Morgart*

10/27/2022

Sage Security  
Representative

Date

Philip Morgart

Operations Manager

Name (Print)

Title

DRAFT