

Lewisville Town Council
Regular Meeting Agenda
May 13, 2021 - 6:00 p.m.
Digitally originating in Council Chambers 1st floor - Lewisville Town Hall
6510 Shallowford Road

Town of Lewisville, Regular Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86916229267?pwd=VnQwNmZwaTliaE9NRkg0VURQVC9SZz09>

Passcode: 532547

Or

Telephone: 646 558 8656

Webinar ID: 869 1622 9267

Passcode: 532547

1. Call to Order

- a. Roll Call
- b. Invocation: Bo Houff
- c. Pledge of Allegiance - Ken Sadler
- d. Adoption of Agenda

2. Consent Agenda

- a. Consent Agenda for approval
 - i. [Resolution 2021029](#) - Acceptance and Approval of Monthly [Financials for the nine months ending March 31, 2021](#)
 - ii. Approval of Town Council Meeting [Minutes - March 11, 2021](#)
 - iii. Approval of Town Council Briefing Meeting [Minutes - April 1, 2021](#)
 - iv. Approval of Town Council Closed Session [Minutes - April 1, 2021](#)
 - v. Approval of Town Council Meeting [Minutes - April 8, 2021](#)
 - vi. Approval of Town Council Closed Session [Minutes - April 8, 2021](#)
 - vii. Approval of Town Council Budget Meeting #1 [Minutes - April 12, 2021](#)
 - viii. Approval of Town Council Budget Meeting #2 [Minutes - April 19, 2021](#)
 - ix. Approval of Town Council Special Called Meeting [Minutes - April 28, 2021](#)
 - x. Approval of Town Council Closed Session Meeting [Minutes - April 28, 2021](#)

3. Introductions, Presentations, Recognitions and/or Proclamations

- a. **Introductions, Recognitions, Presentations and/or Proclamations**
 - i. Introductions
 - (1) Forsyth County Sheriff's Office - Introduction of new lieutenant
 - ii. Presentations
 - (1) Public Safety Report - Cpl. Stringer
 - iii. Proclamations
 - (1) [Proclamation 2021003](#) - proclaiming May 13, 2021 as Volunteer Firefighter Day in the Town of Lewisville

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4. **Public Forum**
 - a. Citizens should limit their comments to three (3) minutes.
 - b. Written comments may be sent to townclerk@lewisvillenc.net.
5. **Appointments**
 - a. [Appointment Order 2021003](#) - appointing Ellen Lee to the Lewisville Beautification Committee
 - b. [Appointment Order 2021004](#) - appointing Ed Smith to the Triad Municipal Alcoholic Beverage Control System Board for a 3-year term beginning July 1, 2021 and ending June 30, 2024
 - c. [Appointment Order 2021005](#) - appointing T. Lynn Fulton as an alternate to the Lewisville Zoning Board of Adjustment for a term of 3 years ending June 30, 2024
6. **Preliminary Site Plan Approvals**
 - a. None.
7. **Evidentiary Hearings**
 - a. None.
8. **Public Hearings**
 - a. [Ordinance 2021018](#) - public hearing to receive comments on UDO L-163 amending the UDO to create detailed requirements for the planting of street trees in residential developments
 - i. Staff presentation
 - ii. Public Hearing
 - iii. Council Discussion
 - iv. Set date for Council Consideration of [Ordinance 2021018](#)
9. **Technical Review(s)**
 - a. [Resolution 2021021](#) - Lewisville Technical Review for Compliance (LTCR) for Solomon Development case L-PBR 2021001
10. **Unfinished Business**
 - a. [Ordinance 2021022](#) - Amending Chapter 17 of the Lewisville Town Code relating to junked, abandoned and hazardous motor vehicles
11. **New Business**
 - a. [Resolution 2021037](#) - Accepting the Tree and Bench dedication proposal for Jack Warren Park
 - b. [Resolution 2021028](#) - setting the public hearing to receive comments on the 2021-2022 budget
 - c. [Ordinance 2021026](#) - Order to collect 2021 taxes by the Forsyth County Tax Collector

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- d. [Ordinance 2021027](#) - Order to collect 2020 and prior years taxes by the Forsyth County Tax Collector

12. **Administrative Reports**

- a. Upcoming [Events at Shallowford Square](#) and Town Holidays
- b. Manager's Report
 - i.
- c. Planning
 - i.
- d. Clerk's Report
 - i.
- e. **Approvals at the Briefing and Action Meeting on May 6, 2021**
 - i. Recommendation from the Special Projects Review Committee to donate to the Meals on Wheels Program
 - (1) [Ordinance 2021021](#) - amending Budget Ordinance 2020001 in the amount of \$9,000.⁰⁰ to donate to Senior Services for the Meals on Wheels Program to benefit 6 seniors living in the Town of Lewisville
 - ii. Mary Alice Warren Community Center
 - (1) [Ordinance 2021023](#) - amending Capital Project Ordinance of the Lewisville Town Council Community Center Capital Projects Fund to transfer additional funds to increase the budget for AV and furniture in the amount of \$49,390.⁰⁰
 - (2) [Ordinance 2021024](#) - amending Budget Ordinance 2020001 in the amount of \$49,390.⁰⁰ to transfer additional funds from the General Fund to the Community Center Capital Project
 - (3) [Resolution 2021030](#) - awarding security contract to Sage Security Solutions of Mooresville in amount not to exceed \$53,088.⁰⁰ and directing the Manager to execute the contract
 - (4) [Resolution 2021031](#) - awarding audio visual contract to Clark Powell of Winston-Salem in an amount not to exceed \$119,990.⁰⁰ and directing the Manager to execute the contract
 - iii. [Resolution 2021033](#) - declaring surplus items and authorizing the electronic auction of surplus personal property
 - iv. Storm Water detention system at the Annex
 - (1) [Ordinance 2021025](#) - amending Budget Ordinance 2020001 in the amount of \$11,020.⁰⁰ to increase the budget for contract with Industrial Vacuum Services to clean out the storm water detention system at the Annex
 - (2) [Resolution 2021032](#) - awarding contract to Industrial Vacuum Services, Inc. (IVAC) in an amount not to exceed \$18,500.⁰⁰ and directing the manager to execute the contract
 - v. [Resolution 2021034](#) - awarding paving contract to Yadkin Valley Paving of Winston-Salem in amount not to exceed \$156,421.84 for streets noted in accompanying contract

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- vi. [Resolution 2021035](#) - awarding contract to Hill's Paving for the resurfacing of the Town Hall Annex parking lots and asphalt areas in an amount not to exceed \$17,750.⁰⁰
- vii. [Resolution 2021036](#) - approving a 3-year lease agreement for telephone service for Town Hall, the Town Hall Annex and the G. Galloway Reynolds Community Center

13. For the Good of the Order:

- a. Public Comments
 - i. Citizens should limit their comments to three (3) minutes.
 - ii. Written comments may be sent to townclerk@lewisvillenc.net.
- b. Council Comments/Discussion
 - i. Social media policy discussion
- c. Adjournment

**RESOLUTION 2021029 OF THE LEWISVILLE TOWN COUNCIL
PERTAINING TO
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 Statement Summary of figures for the nine months ending March 31, 2021; 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 nine months ending March 31, 2021 and incorporated herein.

Resolved and effective upon adoption, this the 13th day of May, 2021 by the Lewisville Town Council.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

Town of Lewisville
Financial Budget to Actual Report - General Fund
Nine Months Ended March 31, 2021

General Fund

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Property Tax Collections	\$ 2,452,605.00	\$ 2,438,449.71	\$ 14,155.29	99.42%
Sales Tax Revenue	802,400.00	534,965.12	267,434.88	66.67%
Other Revenues	1,265,970.00	783,852.91	482,117.09	61.92%
Total	4,520,975.00	\$ 3,757,267.74	\$ 763,707.26	83.11%
Appropriation from Fund Balance	1,937,874.00			
	<u>\$ 6,458,849.00</u>			

Departments	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Governing Body	\$ 227,910.00	\$ 142,847.74	\$ 5,314.25	\$ 79,748.01	65.01%
Administration	681,682.00	403,990.08	26,670.44	251,021.48	63.18%
Student Leadership	700.00	-	-	700.00	0.00%
Finance	231,040.00	156,672.17	-	74,367.83	67.81%
Debt Service	470,752.00	470,650.44	-	101.56	99.98%
Planning & Zoning	292,205.00	103,299.35	108,100.20	80,805.45	72.35%
Beautification	99,085.00	73,378.59	15,772.50	9,933.91	89.97%
Community Policing	664,310.00	318,085.47	315,350.00	30,874.53	95.35%
Public Safety	9,650.00	3,150.00	-	6,500.00	32.64%
Public Works	403,840.00	161,921.30	47,870.20	194,048.50	51.95%
Streets	290,570.00	154,181.03	3,737.10	132,651.87	54.35%
Powell Bill	352,170.00	263,296.20	4,660.00	84,213.80	76.09%
Storm Water	198,042.00	113,746.50	33,863.76	50,431.74	74.53%
Solid Waste	832,450.00	518,355.35	-	314,094.65	62.27%
Recycling	3,555.00	640.70	-	2,914.30	18.02%
Parks and Recreation	271,095.00	55,842.22	56,387.97	158,864.81	41.40%
Transfers to Capital Projects Funds	1,208,968.00	1,208,968.00	-	-	100.00%
Transfers to Capital Reserves	220,825.00	220,825.00	-	-	100.00%
Total	<u>\$ 6,458,849.00</u>	<u>\$ 4,369,850.14</u>	<u>\$ 617,726.42</u>	<u>\$ 1,471,272.44</u>	<u>77.22%</u>

General Fund Balance 7/1/2020	\$ 7,254,710.83
Year-to-Date Increase (Decrease) FY 6/30/2021	(612,582.40)
General Fund Balance 3/31/2021	<u>\$ 6,642,128.43</u>

Town of Lewisville
Financial Budget to Actual Report - Willow Run Municipal Service District
Nine Months Ended March 31, 2021

Willow Run Municipal Service District

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Revenues	\$ 32,150.00	\$ 36,033.53	\$ (3,883.53)	112.08%
Total	\$ 32,150.00	\$ 36,033.53	\$ (3,883.53)	112.08%
Appropriation from Fund Balance	\$ -			
	<u>\$ 32,150.00</u>			

	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Expenditures	\$ 32,150.00	\$ 2,580.44	\$ -	\$ 29,569.56	8.03%
Total	\$ 32,150.00	\$ 2,580.44	\$ -	\$ 29,569.56	8.03%

MSD Fund Balance 7/1/2020	\$ 165,275.34
Year-to-Date Increase (Decrease) FY 6/30/2021	33,453.09
MSD Fund Balance 3/31/2021	<u>\$ 198,728.43</u>

**Town of Lewisville
Other Funds
March 31, 2021**

Capital Reserves Funds

Storm Water Capital Reserve	\$ 404,677.35
GWR ROW/Construction Capital Reserve	934,377.22
Sidewalks, Bike Paths, and Greenways Capital Reserve	123,168.78
Municipal Buildings/Land Capital Reserve	217.65
Total Capital Reserve Fund Balances	<u>\$ 1,462,441.00</u>

Capital Projects Funds

GWR ROW/Construction Capital Project	\$ 734,770.53
JWP Maintenance Facility/Playground Expansion Capital Project	20,627.65
Gateway Project Capital Project	163,350.63
Heritage Drive Regional Storm Water Pond #1 Capital Project	-
Community Center Capital Project	2,371,963.11
Roundabout at Lewisville-Vienna Road and Robinhood Road Capital Project	257,593.02
Total Capital Projects Fund Balances	<u>\$ 3,548,304.94</u>

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1. Call to Order

- a. Mayor Mike Horn opened the meeting being simultaneously streamed electronically at 6:00 p.m. Council members attending electronically were Jeanne Marie Foster, Fred Franklin, Melissa Hunt, Ken Sadler, David Smitherman and Jane Welch. Council Member Sadler advised he would be late. Also attending electronically were Town Manager Hank Perkins, Attorney Bo Houff, Town Planner Stacy Tolbert, Finance Director Pam Orrell, Public Works Director Ryan Moser, and Town Clerk Joyce Walker. Also, electronically attending was Sgt. P. J. Stringer.
- b. Invocation was provided by Attorney Bo Houff and the Pledge of Allegiance by Council Member Fred Franklin.
- c. Adoption of Agenda
 - i. Council Member Foster asked to have a request for a council work session added to Item 13.b. Council Comments/Discussion.
 - ii. With that addition, Council Member Smitherman moved to approve the amended agenda. The motion was seconded by Council Member Hunt and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

2. Consent Agenda

- a. Consent Agenda for approval
 - i. [Resolution 2021014](#) - Acceptance and Approval of Monthly [Financials for the seven months ending January 31, 2021](#)
 - ii. Approval of Town Council Briefing Meeting [Minutes - February 4, 2021](#)
 - iii. Approval of Town Council Retreat Meeting [Minutes - February 6, 2021](#)
 - iv. Approval of Town Council Meeting [Minutes - February 11, 2021](#)
 - v. [Resolution 2021015](#) - accepting the resignation of Bill Scantland from the Lewisville Planning Board
 - vi. [Resolution 2021016](#) - accepting the resignation of Susan Stevens from the Lewisville Zoning Board of Adjustment

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- vii. [Resolution 2021017](#) - accepting the resignation of Catherine Spross from the Lewisville Parks, Recreation and Cultural Development Board
 - viii. [Resolution 2021018](#) - accepting the resignation of Daniel Frey from the Lewisville Utilities Committee
 - b. Council Member Franklin moved to approve the Consent Agenda. The motion was seconded by Council Member Smitherman and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn. Resolution 2021014, Resolution 2021015, Resolution 2021016, Resolution 2021017 and Resolution 2021018 are herein incorporated by reference into the minutes.
- 3. **Introductions, Presentations, Recognitions and/or Proclamations**
 - a. **Introductions, Recognitions, Presentations and/or Proclamations**
 - i. Presentations
 - (1) Public Safety Report - Sgt. Stringer
 - (a) Sgt. Stringer provided current call statistics:
 - (i) Calls for *Service* - 516
 - (ii) *Security Checks* - 266
 - (iii) *Traffic Violations/Arrests* - 39
 - (iv) *Alarms* - 16
 - (v) *Priority Call Response* times - 4.7 minutes
 - (b) Also provided was a comparison of 2020 January and February statistics to 2021 statistics.
 - (i) The stats were emailed to Council.
 - (c) Parents were asked to be mindful of checking their children's on-line presence since schools only have a few platforms that are monitored and children's predators are "slick". It is always the parents' responsibility to monitor their children.
 - (2) [I'm One of the Reasons Lewisville is a Great Place to Live](#)
 - (a) Rita Smith - LCAP
 - (i) Mrs. Smith was presented this award for her work LCAP and the food pantry.
 - ii. Proclamations
 - (1) [Proclamation 2021001](#) is to be given to Mary Alice Warren in recognition of her 100th birthday on March 17th.
 - (a) Council Member Smitherman moved to approve Proclamation 2021001. The motion was seconded by all Council members and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn. Proclamation 2021001 is herein incorporated by reference into the minutes.
 - (2) [Proclamation 2021002](#) proclaimed March as the 19th annual March for Meals on Wheels Month.
 - (a) Council Member Sadler moved to approve Proclamation 2021002. The motion was seconded by Council Member Foster and

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approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn. Proclamation 2021002 is herein incorporated by reference into the minutes.

- (i) Staff will look into providing information to residents about opportunities to donate as mentioned regarding LCAP and Meals on Wheels.

4. Public Forum

- a. The Public Forum was electronically opened at 6:19 p.m.
 - i. Blaine Brinton, Conrad-Sawmill Road, asked if any action had been taken on the junk yard on the corner of Conrad-Sawmill Road and Robinhood. He also asked about comments on a Community Watch web site. There was also a question about the property being a junk yard.
 - (1) Mayor Horn advised that the town is actively reviewing the concerns of the residents; however, any actions taken must operate within the law and all ordinances are being reviewed on those items of concern.
 - ii. April Williamson, Conrad-Sawmill Road, said that she read an article in the January/February newsletter about keeping items off the right-of-way and wanted to know how it applies. There was an email sent on February 12th with no response. She also asked about getting restraining orders and contacting HP (Highway Patrol).
 - (1) Mayor Horn advised that the road in question will fall under the DOT to enforce. In order to enforce, *NO PARKING* signs must be placed and then there can be enforcement.
 - (2) Deputies have increased surveillance. Residents can call the non-emergency number if something is observed and deputies are needed.
 - (3) The clerk asked to be contacted so that the email can be tracked.
 - iii. Tina Parker, 7737 Seasons Hollow Road, stated she owns a construction company. When she moved to Lewisville, she understood the ordinances didn't allow certain construction equipment on the property. She said it looks like the resident is running a business from his house and wondered if this has been addressed.
 - (1) Mayor Horn advised that staff is looking at the ordinance and is reviewing the ordinances.
 - iv. Robert Stonestreet, 395 Doub Road, said he is a new resident and asked about the new neighborhood being developed at the end of the road. He wanted to know how widening the road and speed limits affect everyone.
- b. Having no other electronically raised hands, the Public Forum was closed at 6:40 p.m.
- c. Written comments may be sent to townclerk@lewisvillenc.net.

5. Appointments

- a. Boards
 - i. **Parks, Recreation and Cultural Development Board** (3 positions available)

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	Foster	Franklin	Horn	Hunt	Sadler	Smitherman	Welch
Susan Frey	✓	✓	✓	✓	✓	✓	✓
Jason Jones				✓		✓	
Robert Ogden	✓	✓	✓	✓	✓	✓	✓
Julie Rutledge	✓	✓	✓		✓		✓

- (1) By roll call vote, Susan Frey, Robert Ogden have been selected to fill the three positions on the Parks, Recreation and Cultural Development Board as noted above.

ii. **Planning Board** (2 positions available)

	Foster	Franklin	Horn	Hunt	Sadler	Smitherman	Welch
Terrance Fulton	✓			✓			✓
Charles Geary		✓	✓		✓	✓	✓
Tom Lawson	✓	✓	✓	✓	✓	✓	

- (1) By roll call vote, Charles Geary and Tom Lawson have been selected to fill the two positions on the Planning Board.

iii. By unanimous acclamation, Martin Beale was reappointed to represent **Willow Run Municipal Service District** Area 1 and Denis Criss to represent Area 4 and Jennifer Hill as the permanent Member to the **Zoning Board of Adjustment**.

iv. Alternate Member (1 position available)

- (1) It was noted that Charles David Geary had previously been appointed to the Planning Board. This position is open on the Zoning Board.
- (2) Mayor Horn suggested that Mr. Fulton and Mr. Jones contact staff if interested in the opening on the Zoning Board of Adjustment.

6. **Preliminary Site Plan Approvals**

- a. None.

7. **Evidentiary Hearings**

- a. None.

8. **Public Hearings**

- a. Annexation Requests

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- i. [Ordinance 2021010](#) - requesting the annexation of 7.723 acres off of Doub Road into the town limits with no existing homes
 - (1) Staff presentation.
 - (a) A portion of this property is requesting annexation into the town in order to complete a rezoning and development approval. (See attached map)
 - (2) Public hearing.
 - (a) The Public Hearing was electronically opened at 6:59 p.m.
 - (i) Luke Dickey, Stimmel Associated, 601 North Trade Street, Winton-Salem, 27101, Suite 200, said that he has been working with Mr. McChesney on this project and is in favor of the annexation to bring into the town so that the development project will be under one jurisdiction.
 - (b) Having no other electronically raised hands, the Public Hearing was closed at 7:01 p.m.
 - (3) Consideration.
 - (a) Allowing the required 24 hours following the close of the public hearing under NC Session Law 2020-3, consideration for annexation Ordinance 2021010 will be held on March 16, 2021 at 6:00 p.m. Written comments may be sent to:
townclerk@lewisvillenc.net
- b. Rezoning request
 - i. [Ordinance 2021011](#) - requesting the rezoning of an area annexed off of Doub Road into the Town of Lewisville from Forsyth County RS-40 jurisdiction to Lewisville RS-20 jurisdiction
 - (1) Staff presentation.
 - (a) This is the small area of 7.723 acres that is to be annexed into the Town in order to complete the full property needed for the proposed development and so that all of the property in the development will carry the same zoning district and it won't be split.
 - (2) Public hearing.
 - (a) The Public Hearing was electronically opened at 7:05 p.m.
 - (i) Robert Stonestreet, Doub Road, asked if Shangri-la will be closed and he also wanted to know what the traffic pattern and congestion will be like. He thought the speed limit would be increased and he was also concerned about the widening of the road.
 - 1) Mayor Horn advised Mr. Stonestreet can contact the planner if he has additional concerns; however, the majority of Mr. Stonestreet's concerns may be answered during the technical review.
 - (b) Having no electronically raised hands, the Public Hearing was

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closed at 7:09 p.m.

- (3) Consideration.
 - (a) Allowing the required 24 hours following the close of the public hearing under NC Session Law 2020-3, consideration for annexation Ordinance 2021011 will be held on March 16, 2021 at 6:00 p.m. Written comments may be sent to:
townclerk@lewisvillenc.net

9. **Technical Review(s)**

- a. [**Resolution 2021020**](#) - Lewisville Technical Review for Compliance (LTCR) for Gameway Estates case L-PBR 2020002
 - i. Staff presentation. (Mrs. Tolbert shared her **map** of the entire property to be developed.)
 - (1) This property lies within the WS-IV Watershed Area.
 - (2) The existing right-of-way continues to the current town limit.
 - (3) Some widening of the road will occur where it narrows.
 - (4) Roller Ridge Drive and Shangri-La Drive are connections that could be made, however, stream crossings and topography make those connections difficult.
 - (a) The developer will be requesting a waiver asking that those connections not be made because of construction constraints, topography and environmental concerns.
 - (b) The developer is proposing two cul-de-sacs.
 - (5) This development meets the large lot subdivision requirements (over 40,000 square feet for each lot), with each lot being 1 to 8 ½ acres in size, with no sidewalk or curb and gutter required.
 - (6) Ribbon pavement will match the existing pavement.
 - (7) The property will not be clear-cut and will retain a street tree canopy where feasible.
 - (a) Individual lot owners will determine what trees will need to be cut in order to build the house.
 - (8) Mrs. Tolbert referred to her staff report referencing the widening of Doub Road where it needs to meet DOT standards.

MAJOR SUBDIVISION STAFF REPORT
Gameway Estates

DOCKET: **L-PBR 2020002**
STAFF: Stacy Tolbert, Town Planner

Petitioner: JTM Investments, LLC c/o Mr. Matt McChesney
Ownership: Mr. Handy T. Gordon

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REQUEST: Preliminary Major Subdivision

A major subdivision in the RS-20 zoning district. The meeting requires technical review for compliance by the Planning Board and approval by the Town Council.

PIN #'s: 5875-51-5882 & 5875-50-4898

Acreage: 61.74 acres

LOCATION:

Street: Extension of Doub Road off of Williams Road.

Jurisdiction: Town of Lewisville

PROPERTY SITE/IMMEDIATE AREA:

Existing Structures on Site: The site is a wooded lot with one single family dwelling on each parcel.

Adjacent uses:

- * North - Single family residences, large lots, zoned RS-20
- * East - Single family residences, established development, zoned RS-20
- * South - Single family residences, Shangri-La Drive properties, zoned RS-20
- * West - Single family residences, established development, zoned RS-40; Forsyth County Jurisdiction

GENERAL AREA:

Character/Maintenance: The homes in this area are mainly single family medium and large lots. The properties to the east and west of the subject property are established neighborhoods. The general area is zoned RS-20 & RS-40.

PHYSICAL FEATURES:

Topography: Throughout the site there are gentle slopes and steeper slopes to the south of the property. There is a pond located on the property and is surrounded by streams to the East, South & West.

Vegetation/habitat: The property is covered in a wooded vegetation. The developer notes on the site plan the existing trees are to remain where feasible.

Watershed: The property is located within the Yadkin River WS-IV watershed district.

WATER AND SEWER FACILITIES:

The property is to be served by public water and private septic systems.

TRANSPORTATION:

Direct Access to Site: Doub Road by Williams Rd.

Street Classification(s): Doub Road- Local Arterial

CONFORMITY TO PLANS:

Town of Lewisville Unified Development Ordinance (UDO) - The property is located within the WS-IV Yadkin River Watershed. Major large lot subdivisions within the watershed area that have an overall residential density not to exceed one unit/80,000 sq ft and with a minimum lot size of 40,000 sqft do not require curb and gutter, therefore sidewalks are not required. The proposed subdivision meets the requirements to be considered a large lot subdivision. The applicant wishes to develop a project that remains

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low density. The overall average lot size is 1.94 acres.

The UDO also requires inter-connectivity of subdivisions. This particular property abuts two stub streets, Shangri-La Drive and Roller Ridge Road. There is the possibility of one more connection to be made for future development to the east. All three of these opportunities are limited due to streams. Stream crossings would be required of all three connectivity opportunities. Shangri-La Drive and Roller Ridge Road are also undeveloped stub streets. It would be additional costs to the developer due to the pavement not reaching the property in question. Staff feels the property, accounting for the pond, streams and topography, is an unusual circumstance where this provision is difficult to meet.

The UDO states the Elected Body may deem that existing conditions or special plan provisions warrant a variation from these requirements. In a separate document enclosed with this staff report, the developer has submitted a letter to the Elected Body asking for these requirements to be waived.

Lewisville Comprehensive Plan Update 2015 - The Plan describes this area as being single family residential and being used as low to medium density. The minimum lot size is 20,000 square feet but all lots are much larger than 20,000 square feet, lending this development to a large lot development. The proposed subdivision does follow these standards.

Legacy Development Guide - Legacy recognizes this area as being in GMA-3 Suburban Neighborhoods. Legacy states GMA-3 areas should be used for increasing overall residential density. Subdivisions in GMA-3 cater to specific housing styles and price ranges. The proposed subdivision does fall into this category.

ANALYSIS:

The applicant is requesting a preliminary major subdivision approval in RS-20 zoning. The preliminary major subdivision plat does adhere to the RS-20 standards.

Town staff is of the opinion that the request is in general conformance with the Town's Comprehensive Plan and Legacy for the area. The developer has or will need to follow the major subdivision requirements in Chapter D Section 4, including but not limited to the requirements below:

1. Street tree requirement: 1 tree per 45 linear feet plus 1 additional tree per lot in conventional subdivision. If lots are to remain wooded, some additional plantings may be required.
2. Erosion control permits shall be obtained through The City of Winston-Salem.
3. Stormwater management permits, if required, must be obtained through the Town of Lewisville before issuing building or zoning permits.
4. All ponds, streams and stream buffers shall be shown on the final plat.
5. TRC Comments must be remedied.
6. The inter-connectivity requirements must be waived by the Elected Body.
7. Doub Road must be brought to a minimum standard that meets NCDOT requirements of at least 18 feet in width where needed.

RECOMMENDATION:

The project does meet the overall density requirements of the RS-20 zoning district. Statements found in both

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the Lewisville Comprehensive Plan and Forsyth County Legacy Plan encourages this area to remain residential. Staff recommends approval of the Gameway Estates preliminary major subdivision subject to the requirements stated above and any other Conditions placed by the Town of Lewisville Planning Board.

- (9) Regarding the widening of Doub Road:
 - (a) The right-of-way is 60 feet with a minimum road width of 18 feet.
 - (b) Therefore, no property will need to be acquired.
 - (c) The narrow area of 14 feet will need to be widened to 18 feet in order to meet the minimum DOT standard.
- (10) The subdivision consists of 30 lots, 28 will be new with 2 existing which will become part of the subdivision.
- (11) There is no increase in the speed limit. (Town-wide speed limit is 25 mph)
 - (a) Community deputies will patrol.
- (12) The existing road could use some patching around the area where it gets narrow but the front part of the street is not bad. There are other streets that need paving before this one.
- (13) Surveying will need to be done to determine where to widen the road and will be working with the developer to determine where the widening will occur.
- (14) The area at the end of Doub Road has already been identified as needing repair and improvements are the responsibility of the developer.
 - (a) The developer is not responsible for normal wear and tear.

Mr. McChesney and Mr. Dickey were electronically admitted to the meeting in case there were questions.

- (b) Mrs. Tolbert explained the plat process approval for completion of the roads and that the approval is then registered with the Register of Deeds before lots can be sold.
 - (i) There is no way to forecast build-out.
- (15) Each home will have its own private septic system with public water.
- (16) Mrs. Tolbert read the requirements from the resolution:

Resolution 2021020

- 1. Street tree requirement: 1 tree per 45 linear feet plus 1 additional tree per lot in conventional subdivision. If lots are to remain wooded, some additional plantings may be required.
- 2. Erosion control permits shall be obtained through The City of Winston-Salem.
- 3. Stormwater management permits, if required, must be obtained through the Town of Lewisville before issuing building or zoning permits.
- 4. All ponds, streams and stream buffers shall be shown on the final plat.
- 5. TRC Comments must be remedied.
- 6. The inter-connectivity requirements must be waived by the Elected Body.
- 7. Doub Road must be brought to a minimum standard that meets NCDOT requirements of at

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least 18 feet in width where needed.

- (17) Since the property has not been annexed nor has it been rezoned so this approval will need to be postponed until the annexation and rezoning have been completed.
- (18) Stormwater goes to an engineer who will make determinations; however, this is anticipated to be low density to limit impervious surface.
- (19) The new subdivision will have a homeowners association.
- (20) Mrs. Tolbert explained why the developer was requesting a waiver:
 - (a) There are environmental issues, i.e. crossing the streams that would require the Army Corps of Engineers to be involved, costly.
 - (b) Topography.
 - (c) Construction costs.
- (21) Public safety has not been jeopardized by not having connectivity. This has been reviewed by the fire professionals on the TRC and meets code.
- (22) Mr. McChesney advised that there are stub streets that do not meet the property line for the development and in some instances there are elevation changes of 40 feet that would cost hundred of thousands of dollars to level.
- (23) Mr. Dickey also advised the cost of fees for permitting through the Army Corps of Engineers is \$1,000.⁰⁰ a linear foot. Another option would be to build a bridge.
- (24) Mr. McChesney advised that the last bridge cost \$600,000.⁰⁰.
- (25) Mr. Franklin advised that the Technical Review Committee did not recommend the need for connectivity and that Council should take the guidance of that committee.
- ii. Consideration.
 - (1) Consideration will be held on Tuesday, March 16, 2021 at 6:00 p.m.

10. Unfinished Business

- a. None.

11. New Business

- a. [Resolution 2021019](#) - setting a public hearing on April 8, 2021 to receive comments on UDO L-163 amending the UDO to create detailed requirements for the planting of street trees in residential developments
 - i. Existing mature trees are providing maintenance problems with sidewalks. Working with the Beautification Committee, we have changes for street trees in the UDO.
 - ii. Council Member Foster moved to approve Resolution 2021019. The motion was seconded by Council Member Franklin and approved unanimously by roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn. Resolution 2021019 is herein incorporated by reference into the

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minutes.

- b. [Ordinance 2021014](#) - updating the charter of the Recycling Committee by changing to the Environmental Conservation and Sustainability Committee
 - i. Council Member Welch moved to approve Ordinance 2021014. The motion was seconded by Council Member Hunt and approved unanimously by roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn. Ordinance 2021014 is herein incorporated by reference into the minutes.

12. **Administrative Reports**

- a. Upcoming [Events at Shallowford Square](#) and Town Holidays
- b. Manager's Report
 - i. Reminder: Bulky item pickup will begin on April 19th.
 - ii. The Great Wagon Road (GWR) project will be starting and is under design with construction to start in 2024.
 - iii. The Town will be applying for construction authorization for the Gateway Project.
 - iv. The project for the relocation of the lift station behind the Oaks Shopping Center will be starting again.
 - (1) There was discussion on how to get information and education to the public on the projects.
- c. Planning
 - i. Paid planning internship
 - (1) Mrs. Tolbert advised that internships in planning require 400 hours and count toward graduation.
 - (2) Mr. Perkins advised that this position, with assignments, will be a way to gauge the work load and efficiencies needed if considering the hiring of a future person for the planning department.
 - (a) Mrs. Tolbert did provide some of the activities in which the intern will be involved.
 - (3) Staff was asked to provide a job description to Council for the intern.
 - (4) After discussion, there was consensus by Council for staff will bring a clear description of the program with a recommendation of paid/not paid and if paid, a budget amendment for the April meeting.
- d. Clerk's Report
 - i. None.
- e. **Approvals at the Briefing and Action Meeting on March 4, 2021**
 - i. [Ordinance 2021009](#) - to close the Heritage Drive Regional Storm Water Pond #1 and transferring funds to the Storm Water Capital Reserve Fund
 - ii. [Ordinance 2021012](#) - amending Budget Ordinance 2020001 in the amount of \$30,000.⁰⁰ to increase the budget for Storm Water drainage system repairs
 - iii. [Resolution 2021022](#) - confirming the approval of the 39 month lease agreement for a Sharp Smart Board

13. **For the Good of the Order:**

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- a. Public Comments
 - i. Public Comments were electronically opened at 8:08 p.m.
 - (1) Robert Stonestreet, Doub Road, thanked everyone for clearly explaining the connectivity on the road and that the narrow area is to be widened to 18 feet. He also asked for a copy of the site plan.
 - (a) Mrs. Tolbert advised that she can email a copy to him.
 - (b) Mrs. Walker advised that the site plan is in the packet that is on the town's web site.
 - ii. Having on other electronically raised hands, Public Comments were closed at 8:12 p.m.
 - iii. Written comments may be sent to townclerk@lewisvillenc.net.
- b. Council Comments/Discussion
 - i. Dog park
 - (1) Mrs. Hunt asked if a time line has been received from the consultants on the Comprehensive Plan and the Parks and Recreation Master Plan.
 - (a) Mrs. Tolbert detailed the months for public input.
 - (b) The anticipated approval for the Parks and Recreation Master Plan is October, 2021 and the Comprehensive Plan is February, 2022.
 - (2) Given the October time frame, she also wanted to know if there is an earlier start date if kept in the plan and is there a draw back if removing from the plan.
 - (a) Mr. Perkins advised that the dog park could be considered a short term goal and it could be embarked upon as soon as November if the plan is adopted in October.
 - (b) He also explained that Parks and Rec had discussed the need for a site location.
 - (i) Board members have talked about working on preparing rules and regulations ready whenever the dog park is opened.
 - (ii) There will also need to be a master plan for the location and you will need to know about utilities for bathrooms, parking, etc.
 - (iii) The property selected may have to go through a rezoning process.
 - (c) Mr. Perkins also explained that removing the dog park from the master planning can also make planning disjointed since there is no location for the dog park and other amenities are being planned as a separate process.
 - (d) Consultants will be able to provide the results of public input that will be specific to parks and recreation.
 - (i) The consultants will be at the April briefing to provide more information and the process.
 - (ii) Board and committee members will be invited to attend the meeting to provide information.

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- ii. Mrs. Foster requested support to work with Mr. Perkins on a separate work session. The meeting will help to move forward on policy and procedures as well as Council direction. This should probably take about 2 hours.
 - (1) Mayor Horn asked for an outline of the meeting to be provided to the manager.
 - iii. Mayor Horn advised Council members of the auction of metal art work for the roundabouts.
 - (1) Mr. Ryan advised of safety concerns and the DOT would have to be consulted.
 - (a) Staff will check.
 - (2) Beautification will be asked to assist.
 - (3) There are other areas where the art can be displayed.
 - (4) After discussing purchasing or having pieces donated, Council members were supportive of getting some of the art work for the town.
 - (5) Mayor Horn advised that a resident has offered to purchase some pieces and is willing to donate them to the town.
 - (a) A location can be discussed later.
 - (b) Mayor Horn will reach out to the resident.
 - iv. Council Member Franklin wanted everyone to know that he received his first “jab” yesterday and that the FEMA site at Four Seasons Mall was fantastic.
 - v. Council Member Foster also wanted everyone to know that the Forsyth County Health Department facility also worked smoothly.
- c. Adjournment
- i. Having no other business to discuss, Council Member Foster moved to adjourn the meeting at 8:50 p.m. The motion was seconded by Council Member Smitherman and approved unanimously with a roll call of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

ATTEST:

Mike Horn, Mayor

Joyce C. McWilliams Walker, Town Clerk

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Please click the link below to join the webinar:

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Passcode: 537190

Or

Telephone: (312) 626-6799

Webinar ID: 830 0737 8005

Passcode: 537190

1. **Call to Order:**

- a. Mayor Horn opened the meeting being simultaneously streamed electronically at 6:00 p.m. Council members attending electronically were Jeanne Marie Foster, Fred Franklin, Melissa Hunt, David Smitherman, and Jane Welch. Also attending electronically were Town Manager Hank Perkins, Attorney Bo Houff, Town Planner Stacy Tolbert, Finance Director Pam Orrell, Public Works Director Ryan Moser, and Town Clerk Joyce Walker. Council Member Sadler advised he would be late.
- b. Adoption of Agenda
 - i. Council Member Smitherman moved to approve the agenda. The motion was seconded by Council Member Foster and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Smitherman, Welch and Mayor Horn.

2. **Guests, Introductions, Recognitions and Presentations for April 1, 2021**

- a. Joint Comprehensive Plan and Parks, Recreation and Cultural Development Plan update - Kimley Horn

Jonathan Whitehurst was electronically admitted to the meeting at 6:04 p.m.

- i. Mr. Whitehurst reviewed the process to be used for ***Lewisville Tomorrow, Foundation for the Future***, the joint planning & parks plans and the tentative schedule for gathering public input.
 - (1) There will be a single process for the two plans.
 - (a) The Parks and Recreation Master Plan document will be completed ahead of the Comprehensive Plan and will be folded into the Comprehensive Plan.

Council Member Sadler was electronically admitted to the meeting at 6:20 p.m.

- (b) All avenues and media will be used to advise residents of scheduled meetings for public input.

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- (2) Everyone was advised that a steering committee has been formed and who has been selected.
- (3) Additionally, there will be a stakeholder committee composed of members of board and committee members and residents representative of all areas of town.
 - (a) Mr. Whitehurst was asked to make sure members of the Black, Hispanic and Indian populations are included as well as members of the Vienna and Lewisville Civic clubs, HOA's, churches, scouts, etc.
- (4) Mr. Whitehurst was also asked about the specific time line for the completion of the Parks and Recreation Master Plan and whether a dog park could be pulled out of the Master Plan.
 - (a) Although that is a possibility, the consultants will need to look at the needs assessment and community input.
 - (b) Information should be available in about three (3) months.
- (5) Regarding the Comprehensive Plan, the consultants will be using land use maps and reviewing existing plans to determine where there are disconnects between all and where there should be residential, multi-family, etc. as well as what the market will support.
 - (a) Mayor Horn reminded the consultant that the process should be resident driven **and that a significant number of residents must be included in the process. Just getting people to respond to a questionnaire was not good enough. We need to have personal involvement.**

3. Items That Require Council Direction

- a. [Ordinance 2021017](#) - amending Town Code Chapter 43, Overgrown and Unkept Lots, and changing the name to *Nuisances*, adding definitions, and expanding the conditions and remedies
 - i. Council Members were advised that the current *Unkept Lots* ordinance is vague.
 - ii. The Town is working on a version that is similar to a version in Clemmons.
 - (1) A private firm will be used to enforce the ordinance.
 - iii. Staff was asked to provide a comparison of the old ordinance to the new ordinance, noting any new or additions.
 - (1) This is to be for the regular meeting agenda.

4. Items Requiring Action at Briefing

- a. Voting delegate for the CityVision conference 2021
 - i. The current delegate is Mike Horn.
 - ii. Council Member Smitherman moved to have Mike Horn remain as the Town's delegate to the CityVision conference. The motion was seconded by Council Member Sadler and approved unanimously with a roll call vote of ayes from

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Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

- b. [Ordinance 2021016](#) - amending Budget Ordinance 2020001 in the amount of \$4,306.⁰⁰ to fund a summer internship in the Planning Department for 400 hours at \$10.⁰⁰ per hour
 - i. The job description for the planning intern was sent to Council Members earlier.
 - ii. Council Member Hunt moved to approve Ordinance 2021016. The motion was seconded by Council Member Franklin and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn. Ordinance 2021016 is herein incorporated by reference into the minutes.
 - (1) Staff was asked to provide an *after action* report.

5. Unfinished Business:

- a. Board and committee update
 - i. Council Member Foster advised of the meeting with a cross section of members from the boards and committees.
 - (1) Five (5) key components were identified; however, the key throughout all seemed to be communication.
 - (2) Only eleven persons participated in the meeting.
 - (3) The work group will be working on this in order to bring information back to Council
- b. Communication protocols
 - i. Mrs. Foster will be working on protocols and processes to develop clarity on how to communicate with the boards and committees.

6. Administrative Reports:

- a. Manager
 - i. RFLOI update
 - (1) Gateway Project, Robinhood Road and Lewisville-Vienna roundabout
 - (a) Firms are being sought for CEI for the Gateway project and engineering for the Lewisville-Vienna roundabout and should be selected by May 31st.
 - (b) Construction should start in about 4 weeks once firms are contracted.
 - (c) Mayor Horn asked staff to find out if there is a way to accelerate the DOT process.
 - ii. Meeting in-person
 - (1) Council would like to do this right once started.
 - (a) Make sure the public is aware that meetings will be held in-person.
 - (2) Staff will bring a suggested process to start meeting in person, albeit it may be a hybrid process.
 - (3) Council Member Foster commented that there is a new standard now that

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meetings have been held on Zoom. She would like to keep making available in the future.

- iii. Community Center update
 - (1) The community center is under roof.
 - (2) The Council community center committee has been reviewing furniture.
 - (3) Mayor Horn has requested funding from the State to assist with the audio visual.
- b. Attorney
 - i. None.
- c. Public Works
 - i. None.
- d. Planning
 - i. Note: The Public Hearing set for next week will be moving to May. It was not advertised. This will provide an opportunity to provide more information to Council before the hearing is held.
- e. Finance
 - i. None
- f. Clerk
 - i. The Special Projects Review Committee will **NOT** meet following the adjournment of the Council briefing meeting, but will, instead, meet on April 8th following the adjournment of the regular Council meeting.

Council took a break between 8:01 p.m. and 8:09 p.m.

7. **Agenda Items for Regular Meeting on [April 8, 2021](#)**

- a. Tentative Agenda
 - i. **Consent Agenda**
 - (1) [Resolution 2021024](#) - Acceptance and Approval of Monthly [Financials for the seven months ending January 31, 2021](#)
 - (2) Approval of Town Council Briefing Meeting [Minutes - March 4, 2021](#)
 - (3) Approval of Town Council Meeting [Minutes - March 11, 2021](#)
 - (4) Approval of Town Council Special Meeting [Minutes - March 16, 2021](#)
 - (5) [Resolution 2021025](#) - accepting the resignation of Eric Hermanson from the Environmental Conservation and Sustainability Committee
 - ii. **Introductions, Recognitions, Presentations and/or Proclamations**
 - (1) Presentations
 - (a) Sheriff's Office Report
 - (b) Town Manager Hank Perkins - 2021-2022 Budget Message
 - iii. **Public Hearings**
 - (1) [Ordinance 2021018](#) - public hearing on April 8, 2021 to receive comments on UDO L-163 amending the UDO to create detailed requirements for the planting of street trees in residential developments

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iv. **Technical Review(s)**

- (1) [Resolution 2021021](#) - Lewisville Technical Review for Compliance (LTCR) for Solomon Development case L-PBR 2021001
 - (a) Staff will send a copy of the PowerPoint presentation to Council members.
 - (b) Council members had questions about parking compliance.
 - (i) There is a table of uses with calculations on parking.
 - (c) The total acreage is 1.56.
 - (d) Another question was regarding pedestrian scale and the definition of *story* in the building code.
 - (e) The revised version is of a 2-story building with lofts.
 - (f) The developer had asked for a meeting with the Planning Board to resolve issues with the plan; however, Planning Board members did not respond to questions about what needed to be done. (See attached presentation)

v. **Preliminary Site Plan Review(s)**

- (1) None.

vi. **Evidentiary Hearings**

- (1) None.

vii. **Old Business**

- (1) None.

viii. **New Business**

- (1) [Resolution 2021023](#) - accepting the *Declaration of Withdrawal of Road Dedication* for Aria Drive in Shallowford Lakes
- (2) Mary Alice Warren Community Center amendments
 - (a) [Ordinance 2021019](#) - amending Capital Project Ordinance of the town of Lewisville Town Council Community Center Capital Projects Fund in the amount of \$68,354.⁰⁰ to provide for the installation of an irrigation system, kitchen appliances and kitchen shelving and for the expansion of the IT budget and for the increase in outdoor site lighting costs
 - (i) Everyone was reminded that equipment is being ordered from a local company and that Chef Don McMillan helped to review the plans and help with the selections.
 - (b) [Ordinance 2021020](#) - amending Budget Ordinance 2020001 in the amount of \$68,354.⁰⁰ to increase the new Community Center budget for appliances and shelving in the kitchen and for the installation of an irrigation system and for the expansion of the IT budget and for the increase in outdoor site lighting costs
 - (c) Contract for irrigation
 - (i) Staff will have the specifics for the irrigation contract at the meeting next week.

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- ix. **Appointments**
 - (1) None.
 - b. Approval of Tentative Agenda for regular meeting on **April 8, 2021**
 - i. Council Member Smitherman moved to approve the agenda for the April 8, 2021 meeting. The motion was seconded by Council Member Sadler and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.
8. **For the Good of the Order:**
- a. Council Discussion
 - i. The donor that purchased pieces from the metal artist has volunteered to hold onto the pieces (especially the dinosaur) until a location for placement is determined.
 - ii. Everyone was reminded that the Town is responsible for the *soft* costs of the community center.
 - (1) Mrs. Orrell will send a copy of the spreadsheet she maintains to Council members outlining expenditures.
 - iii. Council Member Smitherman wished everyone a *Happy Easter*.
 - iv. Security codes to enter the building are still being worked on and should be ok for use.
 - b. Closed Session
 - i. Attorney Houff read the reason for the Closed Session: §143-318.11(a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body.
 - ii. Council Member Franklin moved to go into Closed Session at 9:15 p.m. The motion was seconded by Council Member Welch and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.
 - iii. Council members returned from Closed Session at 9:56 p.m.
9. **Adjournment**
- a. Having no other business to discuss, Council Member Sadler moved to adjourn the meeting at 9:58 p.m. The motion was seconded by Council Member Foster and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

Mike Horn, Mayor

ATTEST:

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Joyce C. McWilliams Walker, Town Clerk

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Town of Lewisville, Regular Meeting

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Webinar ID: 869 1622 9267

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1. Call to Order

- a. Mayor Horn opened the meeting being simultaneously streamed electronically at 6:01 p.m. Council members attending electronically were Jeanne Marie Foster, Fred Franklin, Melissa Hunt, Ken Sadler, David Smitherman, and Jane Welch. Also attending electronically were Town Manager Hank Perkins, Attorney Bo Houff, Town Planner Stacy Tolbert, Finance Director Pam Orrell, and Town Clerk Joyce Walker.
- b. Adoption of Agenda
 - i. Mayor Horn asked to add a Closed Session at the end of the meeting.
 - ii. Mrs. Walker asked to remove the March 11, 2021 minutes from the consent agenda and place on the May agenda for approval.
 - iii. With those two amendments, Council Member Sadler moved to approve the agenda. The motion was seconded by Council Member Hunt and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.
- c. The Invocation was provided by Bo Houff and the Pledge of Allegiance by Melissa Hunt.

2. Consent Agenda

- a. Consent Agenda for approval
 - i. [Resolution 2021024](#) - Acceptance and Approval of Monthly [Financials for the seven months ending January 31, 2021](#)
 - ii. Approval of Town Council Briefing Meeting [Minutes - March 4, 2021](#)
 - iii. Approval of Town Council Meeting [Minutes - March 11, 2021](#) (moved to the May agenda)
 - iv. Approval of Town Council Special Meeting [Minutes - March 16, 2021](#)
 - v. [Resolution 2021025](#) - accepting the resignation of Eric Hermanson from the Environmental Conservation and Sustainability Committee
- b. Council Member Welch moved to approve the Consent agenda (minus the March 11, 2021 minutes). The motion was seconded by Council Member Franklin and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

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3. **Introductions, Presentations, Recognitions and/or Proclamations**
- a. **Introductions, Recognitions, Presentations and/or Proclamations**
- i. Presentations
- (1) Sgt. Stringer provided current call statistics:
- (a) Calls for *Service* - 590
- (b) *Security Checks* - 284
- (c) *Traffic Violations/Arrests* - 53
- (d) *Alarms* - 22
- (e) *Priority Call Response* times - 4.8 minutes
- (i) Sgt. Stringer did not see anything significant that stood out.
- (ii) He did encourage everyone to slow down in the neighborhoods.
- (2) Town Manager Hank Perkins presented the 2021-2022 Budget Message:
-

April 8, 2021

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

Subject: Fiscal Year 2021-2022 Budget Message

Honorable Mayor and Town Council:

Budget Message

Executive Summary

As Town Manager, I am pleased to present the proposed General Fund budget of \$5,309,944 for fiscal year 2021-2022. The budget as proposed includes maintaining the current tax rate of 17.7 cents per \$100 of valuation. This budget shows an increase in the General Fund budget from the previous year budget, as adopted for July 1, 2020, of \$558,459 or 11.7%. This budget as proposed is balanced with \$423,354 in fund balance from the General Fund. This fund balance appropriation represents the costs associated with projects that are not recurring operational costs.

Forsyth County has completed and released new valuation numbers as part of a four-year cycle. Tax values

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for fiscal year 2020-2021 were \$1,432,093,848. According to the Forsyth County Tax Appraisers, the total tax value for the Town of Lewisville for the upcoming fiscal year is estimated at \$1,608,414,955. This is a gain of approximately 12.3% or approximately \$312,100 in Ad Valorem revenue. The estimated Ad Valorem tax revenue for fiscal 2021-2022 is \$2,761,490 with one cent of the tax rate equaling approximately \$156,016.

For fiscal years when there is a property revaluation, the Town produces a revenue neutral rate calculation. This calculation represents the tax rate required for the Town to collect the same amount of property tax revenue as it did in the prior year, using the values determined under the revaluation process.

The resulting revenue neutral rate for fiscal year 2021-2022 is 16.07 cents per \$100 of valuation for the General Fund. The current tax rate for the General Fund is 17.7 cents per \$100 of valuation.

The Town of Lewisville also collects a levy for a municipal service district. The current tax rate is 5 cents per \$100 of valuation. The revenue neutral rate for the municipal service district is 4.49 cents per \$100 of valuation. The proposed tax rate for the municipal service district for fiscal year 2021-2022 is unchanged at 5 cents per \$100 valuation.

The Town Council has been diligent and used sound financial planning to continue its commitment to the citizens of Lewisville to provide the highest standard of services. They have done this while maintaining a level of fund balance to secure future funding opportunities. The available fund balance was \$6,752,793 as of June 30, 2020. This represents a fund balance at approximately 127.17% based on the projected upcoming fiscal year budget for 2021-2022. This measure is well within the guidelines established in the Comprehensive Financial Management Policy adopted by the Town Council.

The Economy

At this time a year ago, in April 2020, the future of the Town's revenues was highly uncertain. Widespread lockdowns were beginning to be instituted across the country, and it seemed entirely possible that the national economy could experience significant disruptions for months to come. After a decline in local sales tax revenues for March, April and May of 2020, local sales tax revenues rebounded in the month of June 2020 and have remained strongly positive in the months since.

In projecting revenues for the 2021-2022 budget, we have followed the guidance of the North Carolina League of Municipalities along with their researchers and economists. They have provided their most conservative projections for how our municipal revenues will emerge in the new fiscal year. As stay-at-home orders are lifted and commercial businesses return to operations reaching pre-pandemic levels, the League is cautiously optimistic about the economic recovery of the nation.

Town Services

The Town of Lewisville stays committed to the continuation of all of its existing services for the upcoming fiscal year to include, parks and recreation, finance, administration, planning and zoning, public works,

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residential garbage and recycling, storm water management, community policing, and beautification. All services are proposed to continue at current service delivery levels for the upcoming fiscal year.

Capital Reserve Funds

The Town has four capital reserve funds. In the current fiscal year 2020-2021, annual appropriations to all these funds total \$220,825.

At the Town Council planning session, recently held on February 6, Council re-affirmed its desire to proactively support the development of the downtown area, and road and sidewalk improvements throughout the Town, as well as its desire to develop future capital facilities such as the new Mary Alice Warren Community Center.

During fiscal year 2017-2018, the Town Council learned that the North Carolina Department of Transportation plans to assume financial responsibility for the remaining work to be done on the Great Wagon Road to include design, right-of-way acquisition, and construction. As construction of the Great Wagon Road progresses, we anticipate that the Town of Lewisville will participate financially with the NC Department of Transportation (NCDOT) on enhancements such as trees, and streetlights as well as the design and installation of water and sewer infrastructure. The Town currently has \$934,369 saved in a capital reserve fund and \$734,764 available in the Great Wagon Road ROW/Construction Capital Projects Fund. Between the funds in the capital reserve fund and those in the capital project fund, the Town has \$1,669,133 to fund any future expenditures related to the Great Wagon Road. The budget for 2020-2021 suspended the annual contribution to the capital reserve fund due to the uncertainties of the economy during the pandemic. The proposed budget for 2021-2022 reinstates the annual contribution to the capital reserve fund of \$115,000.

The NCDOT has recently changed a policy regarding cost sharing for sidewalk betterments. In the past, the Town of Lewisville would be expected to participate financially in the cost of sidewalks for a project like the Great Wagon Road. As of this year, the NCDOT no longer requires any cost sharing from a municipality for sidewalks that are designed as "complete streets" projects offering various forms of multimodal traffic.

In February, 2021 the Town Council voted to discontinue the design and construction of the Heritage Drive Regional Storm Water Pond #1. The related capital project fund was subsequently closed. With this decision, the Town no longer needs to set money aside in the Storm Water Capital Reserve Fund for future capital projects. As such, I recommend that the Storm Water Capital Reserve Fund be closed and the residual balance of \$404,674 be transferred to a newly established capital reserve to accumulate funds for the construction of a public works facility in the Town. The 2021-2022 budget as proposed also includes an allocation from the general fund to the newly established capital reserve for the construction of a public works building of \$95,000.

The Town borrowed \$2 million to finance the cost of the Mary Alice Warren Community Center. To help meet the debt service costs, the 2021-2022 budget as proposed suspends the annual contribution of \$170,000 to the Municipal Buildings/Land Capital Reserve.

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

Storm Water Capital Reserve	\$0
GWR ROW/Construction Capital Reserve	\$115,000
Sidewalks/Bike Paths/Greenways Capital Reserve	\$25,000
Municipal Buildings/Land Capital Reserve	\$0
Public Works Building Capital Reserve	<u>\$95,000</u>
Total	<u><u>\$235,000</u></u>

These contribution changes have made it possible to propose this budget as balanced for fiscal year 2021-2022.

Capital Projects

The Capital Projects that remain in the budget during Fiscal Year 2021-2022 are as follows.

Active Projects

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

Non-Active Projects

JWP Maintenance Facility/Playground Expansion

Mary Alice Warren Community Center

In April, 2019 the Town Council authorized the Community Center Capital Projects Fund. The new community center is financed using funds from the Town's Municipal Buildings/Land Capital Reserve Fund, the Storm Water Capital Reserve Fund, a \$2 million bank installment loan, and transfers from the general fund as necessary. The Town plans to complete construction on the new Community Center in September, 2021. It has a current budget of \$4,789,393.

Transportation Projects

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

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

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

Planning

The Planning Board, the Parks, Recreation and Cultural Development Board, and staff desire to engage in work related to two core project areas. The first area would be the redrafting of the Town's Comprehensive Plan. The second area of work would be to reformat the Parks, Recreation and Cultural Development Master Plan. A consulting firm was hired in March 2021 to help accomplish these two goals.

The budget as proposed contains funding to facilitate the continuation of this work in the upcoming fiscal year budget.

Conclusion

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

I would like to thank the staff for their assistance with the development of this budget and the Town Council for their continued guidance and support. Final adoption of the budget will be scheduled for the Council meeting in June.

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

Sincerely,

William H. Perkins, Jr.
Town Manager

4. Public Forum

- a. The Public Forum was electronically opened at 6:29 p.m.
 - i. Blaine Brinton, 1955 Conrad-Sawmill Road, said that there is a junk yard at

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Robinhood Road and Conrad-Sawmill Road and that the resident is hauling brush to build a brush fence. Mr. Brinton also asked whether the resident was allowed to park construction equipment in the right-of-way and that the vehicle no longer has a valid tag. He has signs on his fence and revs engines. The Sheriff has been called.

(1) Mayor Horn indicated some of the items mentioned by Mr. Brinton are being addressed.

- b. Having no other speakers, the Public Forum was closed at 6:35 p.m.
- c. Written comments may be sent to townclerk@lewisvillenc.net.

5. **Appointments**

- a. None.

6. **Preliminary Site Plan Approvals**

- a. None.

7. **Evidentiary Hearings**

- a. None.

8. **Public Hearings**

- a. [Ordinance 2021018](#) - public hearing on April 8, 2021 to receive comments on UDO L-163 amending the UDO to create detailed requirements for the planting of street trees in residential developments
 - i. Staff presentation
 - (1) Mrs. Tolbert presented a PowerPoint to provide information on the amendment.
 - (2) She also asked Council to move this ordinance to the May meeting because the public hearing had not been advertised.
 - (a) Council Member Sadler moved to place Ordinance 2021018 on the May agenda. The motion was seconded by Council Member Franklin and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

9. **Technical Review(s)**

- a. [Resolution 2021021](#) - Lewisville Technical Review for Compliance (LTCR) for Solomon Development case L-PBR 2021001
 - i. The developer has requested a postponement to the May 13th meeting.

10. **Unfinished Business**

- a. [Ordinance 2021017](#) - amending Town Code Chapter 43, Overgrown and Unkept Lots, and changing the name to *Nuisances*, adding definitions, and expanding the conditions and remedies
 - i. Council members were reminded that this is a complaint driven ordinance.
 - ii. Staff will work with citizens if they are making a good faith effort but may take

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- more that the prescribed number of days in the ordinance.
- iii. Council Member Welch moved to approve Ordinance 2021017. The motion was seconded by Council Member Hunt and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn. Ordinance 2021017 is herein incorporated by reference into the minutes.

11. New Business

- a. [**Resolution 2021023**](#) - accepting the *Declaration of Withdrawal of Road Dedication* for Aria Drive in Shallowford Lakes
- i. Council Member Franklin moved to approve Resolution 2021023. The motion was seconded by Council Member Foster and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn. Resolution 2021023 is herein incorporated by reference into the minutes.
- b. Mary Alice Warren Community Center amendments
- i. [**Ordinance 2021019**](#) - amending Capital Project Ordinance of the town of Lewisville Town Council Community Center Capital Projects Fund in the amount of \$68,354.⁰⁰ to provide for the installation of an irrigation system, kitchen appliances and kitchen shelving and for the expansion of the IT budget and for the increase in outdoor site lighting costs
- (1) Council Member Smitherman moved to approve Ordinance 2021019. The motion was seconded by Council Member Franklin and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn. Ordinance 2021019 is herein incorporated by reference into the minutes.
- ii. [**Ordinance 2021020**](#) - amending Budget Ordinance 2020001 to transfer \$68,354.⁰⁰ from the General Fund to the Community Center Capital Project Fund
- (1) Council Member Franklin moved to approve Ordinance 2021020. The motion was seconded by Council Member Smitherman and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn. Ordinance 2021020 is herein incorporated by reference into the minutes.
- iii. [**Resolution 2021026**](#) - awarding contract for an irrigation system for the Mary Alice Warren Community Center to Carolina Irrigation of Lowgap in an amount not to exceed \$26,550.⁰⁰
- (1) Council Member Sadler moved to approve Resolution 2021026. The motion was seconded by Council Member Foster and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn. Resolution 2021026 is herein incorporated by reference into the minutes.

12. Administrative Reports

- a. Upcoming [**Events at Shallowford Square**](#) and Town Holidays

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- i. There are no events scheduled for Shallowford Square and no upcoming holidays.
- b. Manager's Report
 - i. None.
- c. Planning
 - i. Paid planning internship has been posted. So far, there are seven applicants.
- d. Clerk's Report
 - i. The Special Projects Review Committee will meet tonight following the adjournment of the regular Council meeting.
 - ii. Reminder of Budget meeting dates:

			2021
6:00 pm	Budget workshop	M	4-12
6:00 pm	Budget workshop	M	4-19
6:00 p.m.	Budget workshop following briefing	Th	5-6
6:00 pm	Budget workshop	M	5-10
6:00 pm	Budget ordinance final review	Th	6-3
6:00 pm	Budget public hearing at regular council meeting	Th	6-10

- e. **Approvals at the Briefing and Action Meeting on April 1, 2021**
 - i. Voting delegate for the CityVision conference 2021 - Mike Horn
 - ii. [Ordinance 2021016](#) - amending Budget Ordinance 2020001 in the amount of \$4,306.⁰⁰ to fund a summer internship in the Planning Department for 400 hours at \$10.⁰⁰ per hour
13. **For the Good of the Order:**
- a. Public Comments
 - i. Public Comments were electronically opened at 7:08 p.m.
 - ii. Having no electronically raised hands to speak, Public Comments were closed at 7:10 p.m.
 - iii. Written comments may be sent to townclerk@lewisvillenc.net.
 - b. Council Comments/Discussion
 - i. Mrs. Tolbert advised that a stakeholder list is being compiled for the Comprehensive Plan and asked Council to let her know of anyone interested on being a member of the group. She is hoping to have representatives from the town's boards and committees, developers, churches, civic organizations, etc. who play an integral part with the town.
 - c. Closed Session
 - i. Attorney Houff read the reason for the Closed Session: §143-318.11(a)(3) To consult with an attorney employed or retained by the public body in order to

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- preserve the attorney-client privilege between the attorney and the public body.
 - ii. Council Member Smitherman moved to go into Closed Session at 7:14 p.m. The motion was seconded by Council Member Welch and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.
 - iii. Council returned from Closed Session at 8:18 p.m.
- d. Adjournment
 - i. Having no other business to discuss, Council Member Smitherman moved to adjourn the meeting at 8:22 p.m. The motion was seconded by Council Member Franklin and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

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Lewisville Town Council Budget and Action Meeting #1
Monday, April 12, 2021 - 6:00 p.m. - Meeting Minutes
ZOOM Electronic Meeting Originating at Town Hall
6510 Shallowford Road

Council Budget Workshop #1

Apr 12, 2021 06:00 PM Eastern Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81263158548?pwd=TEdJWUhlMURBQTJvRFk3eW90THJhQT09>

Passcode: 517504

Or

Telephone: US: +1 301 715 8592

Webinar ID: 812 6315 8548

Passcode: 517504

1. Call to Order:

a. Roll Call

- i. Mayor Mike Horn called the meeting to order at 6:00 p.m. Council Members present were Jeanne Marie Foster, Fred Franklin, Melissa Hunt, Ken Sadler, David Smitherman and Jane Welch. Also present were Town Manager Hank Perkins, Finance Officer, Pam Orrell, Public Works Director Ryan Moser, Planner Stacy Tolbert and Town Clerk Joyce Walker.

b. Approval of Agenda

- i. Council Member Franklin moved to approve the agenda. The motion was seconded by Council Member Sadler and approved unanimously by roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

2. Budget Review

a. General Fund

i. Revenues

- (1) The following revenues were reviewed, noting that projections are received from the NC League of Municipalities.
- (a) General Revenues
 - (b) Ad Valorem
 - (c) State shared revenues
 - (d) Article 39, 40, 42
 - (e) Beer and wine tax
 - (f) Electricity
 - (g) Piped natural gas
 - (h) Telecom sales tax
 - (i) Video programming sales tax and solid waste disposal tax
 - (j) Powell Bill
 - (k) ABC and occupancy tax
- (i) Mrs. Orrell will email Council members on how ABC

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- proceeds are allocated.
 - (ii) She will also find the definition of economic development as it pertains to the hotel occupancy tax.
- (l) Investment earnings
 - (i) Mrs. Orrell is to check with other municipalities on other investments they may be using.
- (m) Miscellaneous income
- (n) Appropriated Fund Balance
- (2) Mrs. Orrell shared the above information in the form of a pie chart.
 - (a) No additional service levels will be included in this budget. Leaf and limb pickup had been discussed in great detail at the retreat; however, it was decided that more information was needed on cost and there needs to be a survey of the residents.
- ii. Expenditures (by Department)
 - (1) Personnel ***Reviewed, no change.***
 - (a) A full time laborer is being added to the staff.
 - (b) There is also a 3-month overlap for the hiring of a new clerk to shadow the current clerk before retirement.
 - (2) Governing Body ***Reviewed, no change.***
 - (a) Council Members were advised that funding has been included for additional videos.

Council took a break between 7:35 p.m. and 7:45 p.m.

- (3) Administration ***Reviewed, no change.***
 - (a) Council was advised that staff is reviewing the use of Charter as a replacement for Windstream as the town's telephone/internet service provider.
 - (i) Staff was asked to check into bundling packages.
 - (b) Sage will be used for monitoring.
 - (i) Staff was asked to check into bundling packages also.
 - (c) Office 365 will be used for email because it is more reliable and functional.
 - (i) Staff will also check into Apple email addresses.
- (4) Student Leadership ***Reviewed, no discussion at this time.***
- (5) Finance ***Reviewed, no change.***
- (6) Debt Service ***Reviewed, no change.***
- (7) Planning ***Reviewed, no change.***
 - (a) There was discussion on bringing code enforcement in-house, staffing, the amount spent on "plan review," and permitting for final inspections.
- (8) Beautification ***Reviewed, no change.***
 - (a) Staff has been able to negotiate a 3-year contract with Mr. Hannah for plant maintenance and the use of his expertise as an arborist if

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council is agreeable.

- (9) Community Policing *Reviewed, no change.*
 - (a) The final actual specific amount owed on the contract with the Sheriff's Office is not provided until the end of the year.
- (10) Public Safety *Reviewed, no change.*
 - (a) There was discussion on speeding in the neighborhoods.
 - (i) Staff will check into mobile speed humps; however, everyone was reminded that there could be impacts to the road surface if used.

b. The remaining departments and miscellaneous items will be reviewed at the next budget meeting scheduled for Monday, April 19, 2021 at 6:00 p.m.

- i. Public Works
- ii. Streets
- iii. Powell Bill
- iv. Storm Water
- v. Solid Waste
- vi. Recycling
- vii. Parks and Recreation
- viii. Willow Run Municipal Service District
 - (1) Revenues
 - (2) Expenses
- ix. Capital Reserve Funds
- x. Capital Project Funds
- xi. Fee Schedule

3. **Adjournment**

- a. Council Member Franklin moved to adjourn the meeting at 8:40 p.m. The motion was seconded by Council Member Smitherman and approved unanimously by roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

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ZOOM Electronic Meeting Originating at Town Hall
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Council Budget Workshop #2

Apr 19, 2021 06:00 PM Eastern Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88509490848?pwd=V3FSR2RKMExTTWFZNF1WHozVWJoQT09>

Passcode: 416100

Or

Telephone: US: +1 301 715 8592

Webinar ID: 885 0949 0848

Passcode: 416100

1. **Call to Order:**

a. Roll Call

- i. Mayor Mike Horn called the meeting to order at 6:01 p.m. Council Members present were Jeanne Marie Foster, Fred Franklin, Melissa Hunt, Ken Sadler, David Smitherman and Jane Welch. Also present were Town Manager Hank Perkins, Attorney Bo Houff, Finance Officer, Pam Orrell, Public Works Director Ryan Moser, Planner Stacy Tolbert and Town Clerk Joyce Walker.

b. Approval of Agenda

- i. Mayor Horn asked to amend the agenda by adding a closed session after the approval of the agenda.
- ii. Council Member Smitherman moved to approve the agenda as amended. The motion was seconded by Council Member Hunt and approved unanimously by a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

2. **Closed Session**

- a. Attorney Houff read the purpose for this closed session: **§ 143-318.11.(a)(5)** To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.
- b. Council Member Foster moved to go into Closed Session. The motion was seconded by Council Member Smitherman and approved unanimously by a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.
- c. Council members returned from closed session at 6:32 p.m.

3. **Other Business**

- a. [Resolution 2021027](#) - opposing the SB 349/HB 401 legislation on planning and zoning that

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would remove a municipality's ability to plan zoning in their municipality as their residents prefer.

- i. Mayor Horn explained that the plans for the town had density closest to the downtown and that the town has taken care over the years to ensure that all types of housing could be constructed and that the legislation was beneficial to special interests.
- ii. Mrs. Tolbert also noted that the legislation did not take into account impervious surface, parking, town homes, septic systems, and too many other unanswered questions. This legislation does not look forward.
- iii. Council Member Smitherman moved to approve Resolution 2021027. The motion was seconded by Council Member Welch and approved unanimously by a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

4. Budget Review

a. General Fund

- i. Revenues (reviews completed at the 04-12-2021 meeting)
- ii. Expenditures (by Department)
 - (1) Review completed at the 04-12-2021 meeting
 - (a) Personnel
 - (b) Governing Body
 - (c) Administration
 - (d) Student Leadership
 - (e) Finance
 - (f) Debt Service
 - (g) Planning
 - (h) Beautification
 - (i) Community Policing
 - (j) Public Safety
 - (2) **Expenditures by Department - Budget Meeting #2**
 - (a) **Public Works** *Reviewed, no change.*
 - (i) There is a new truck in the budget. It will be needed when the laborer is hired.
 - (ii) Staff was asked to provide a job description of maintenance tech and laborer.
 - (iii) There is also a software program, *See, Click, Fix*, that can be integrated into the web site allowing residents to enter public works problems that need fixing. Staff can track each and the program will provide feedback to the resident.
 - (iv) Staff was asked to provide salary and benefit totals for all staffing for all departments.

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- (b) Streets *Reviewed, no change.*
 - (i) Council members were shown mock ups of the signs that are to be made for placement along HWY 421 north and south bound.
 - (ii) Staff was asked to provide a list of the streets that required right-of-way maintenance.
 - (iii) Staff was asked to move the sustainability project expenses line item from Streets to Recycling.
- (c) Powell Bill *Reviewed, no change.*
- (d) Storm Water *Reviewed, no change.*
 - (i) Staff will provide the cost to clean storm drains.
- (e) Solid Waste *Reviewed, no change.*
- (f) Recycling *Reviewed, no change.*

Council took a break from 7:57 p.m. to 8:10 p.m.

- (g) Parks and Recreation *Reviewed, no change.*
 - (i) Council discussed ways to honor Mrs. Warner at the new community center. A painting was suggested; however, council members liked the idea of a bronze relief instead.
 - (ii) Council was advised that a robust system is being reviewed that will be used for reservations.
 - (iii) Staff is to provide a total of the cost of utilities for each of the town's properties.
- (h) Willow Run Municipal Service District *Reviewed, no change.*
 - (i) Revenues
 - 1) Board members of the MSD recommended that the tax rate for the MSD should be reduced to 4.5¢; however, the manager's recommendation was to leave the rate as 5¢ in order to help meet the \$250,000.⁰⁰ target for reserves should there be a catastrophic event with one of the dams.
 - 2) Council accepted the manager's recommendation.
 - (ii) Expenses
- (3) The remaining miscellaneous items will be reviewed at the next budget meeting scheduled for Thursday, May 6 following the briefing meeting that starts at 6:00 p.m.
 - (a) Capital Reserve Funds
 - (b) Capital Project Funds
 - (c) Fee Schedule

5. Adjournment

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- a. Council Member Sadler moved to adjourn the meeting at 9:00 p.m. The motion was seconded by Council Member Foster and approved unanimously by roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

DRAFT
Special Called Meeting of the Lewisville Town Council
Meeting Minutes - Wednesday, April 28, 2021 - 5:30 p.m.
Digitally originating in Council Chambers 1st floor - Lewisville Town Hall
6510 Shallowford Road

Town Council Special Called Meeting
Apr 28, 2021 05:30 PM Eastern Time (US and Canada)

Please click the link below to join the webinar:

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1. **Call to Order:**
 - a. Roll Call
 - i. Mayor Horn called the meeting to order at 5:30 p.m. Council Members present were Jeanne Marie Foster, Fred Franklin, Melissa Hunt, David Smitherman and Jane Welch. Council Member Sadler was unable to attend. Also present were Town Manager Hank Perkins, Attorney Bo Houff, Planner Stacy Tolbert and Town Clerk Joyce Walker.
 - b. Approval of Agenda
 - i. Council Member Smitherman move to approve the agenda. The motion was seconded by Council Member Hunt and approved unanimously 6-0 by roll call vote of ayes from Council members Foster, Franklin, Hunt, Smitherman, Welch and Mayor Horn.
 2. **Closed Session**
 - a. Attorney Houff read the Statute for which the Closed Session has been requested: §143-318.11.(a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged and §143-318.11.(a)(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.
 - b. At 5:33 p.m., Council Member Franklin moved to go into Closed Session as cited above. The motion was seconded by Council Member Foster and approved unanimously by roll call vote of ayes from Council members Foster, Franklin, Hunt, Smitherman, Welch and Mayor Horn.
 - c. Council Members returned from Closed Session at 6:23 p.m.
 - d. Mayor Horn announced that he had to leave the meeting to attend another meeting and

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turned the meeting over to Mayor Pro Tem Foster.

3. **Adjournment**

- a. Having no other business to discuss, Council Member Smitherman moved to adjourn the meeting at 6:24 p.m. The motion was seconded by Council Member Hunt and approved unanimously by roll call vote of ayes from Council members Foster, Franklin, Hunt, Smitherman, Welch and Mayor Horn (since his vote is counted as affirmative since there no vote to excuse from the meeting).

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk



Proclamation 2021003

PROCLAIMING MAY 13, 2021 AS VOLUNTEER FIREFIGHTER DAY

WHEREAS, a Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire & Emergency Response (SAFER) grant has allowed the North Carolina Association of Fire Chiefs and the International Association of Fire Chiefs to create the “For Community, For Unity: Be a Volunteer” a multi-year Volunteer Workforce Solutions initiative designed to address the critical need for more volunteer firefighters in North Carolina; and

WHEREAS, North Carolina has more than 1,200 fire departments staffed with more than 50,000 firefighters, with 16,493 career and 33,913 volunteers; and

WHEREAS, 90 percent of all fire departments are either all or mostly comprised of professionally trained volunteers; and

WHEREAS, volunteer firefighters can be called upon 24 hours per day, seven days per week to abandon the warmth and comfort of their homes in the middle of the night or during a holiday celebration, leave the fun of family gatherings on sunny summer afternoons, enter burning buildings, rescue stranded hikers and struggling swimmers, extricated victims from automobiles, and more; and

WHEREAS, volunteer firefighters save their communities millions of dollars every year; and

WHEREAS, the majority of fire departments throughout North Carolina are experiencing a volunteer shortage; and

WHEREAS, fire departments throughout North Carolina will hold volunteer recruitment events (virtually) and in-person (when appropriate) throughout the State; and

WHEREAS, fire departments throughout North Carolina celebrate fire protection month.

NOW THEREFORE, the Lewisville Town Council hereby proclaims May 13, 2021 as **VOLUNTEER FIREFIGHTER DAY** in the Town of Lewisville, North Carolina.

Dated this 13th day of May, 2021 for the Lewisville Town Council.

Mike Horn, Mayor
Town of Lewisville

TOWN OF LEWISVILLE
MEMBERSHIP APPOINTMENT 2021003
Lewisville Beautification Committee

WHEREAS, the Town Council established the Lewisville *Beautification Committee* in October 1991; and

WHEREAS, the Town Council has determined that the Beautification Committee serves a vital community function;

NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL appoints the following to serve on the Lewisville Beautification Committee through March 31, 2022:

Ellen Lee	1071 Lasley Rd	Lewisville	Member
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Appointed this 13th Day of May, 2021.

Mike Horn
Mayor

ATTEST

Joyce C. McWilliams Walker
Town Clerk

TOWN OF LEWISVILLE
MEMBERSHIP APPOINTMENT 2021004
Triad Municipal Alcoholic Beverage Control System Board

WHEREAS, the Town of Lewisville belongs to the consolidated Alcoholic Beverage Control System which serves Forsyth, Guilford, Davie and Yadkin Counties as provided by applicable law; and

WHEREAS, the powers of the Consolidated Board are those specified in Chapter 18B of the General Statutes of North Carolina; and

WHEREAS, Town of Lewisville is a member of the Triad Municipal Alcoholic Beverage Control System.

NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL appoints Ed Smith to serve on the Triad Municipal Alcoholic Beverage Control System Board for a term of 3 years beginning July 1, 2021 and ending June 30, 2024.

Ed Smith 134 Oak Leaf Ln Lewisville 27023 336-945-2710

Appointed this 13th Day of May, 2021.

Mike Horn
Mayor

ATTEST

Joyce C. McWilliams Walker
Town Clerk

TOWN OF LEWISVILLE
MEMBERSHIP APPOINTMENT 2021005
Lewisville Zoning Board of Adjustment

WHEREAS, Lewisville Town Council has established the *Lewisville Zoning Board of Adjustment* to address zoning cases as part of the Town's Planning Organization;

NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL appoints

T. LYNN FULTON

as an alternate member to the Lewisville Zoning Board of Adjustment for a 3-year term expiring March 31, 2024.

Appointed this 13th Day of May, 2021.

Mike Horn
Mayor

**ORDINANCE 2021018 OF THE LEWISVILLE TOWN COUNCIL
UDO L-163 OF THE UNIFIED DEVELOPMENT ORDINANCES (UDO)
AMENDING REFERENCES TO TREES AND TREE PLANTINGS FOR SUBDIVISIONS**

WHEREAS, the Town of Lewisville wishes to clarify tree references for subdivisions found in the UDO; and

WHEREAS, the Lewisville Planning Board found the need to amend the UDO to provide for accurate information; and

WHEREAS, the Lewisville Planning Board held their public hearing for the text amendment on February 10, 2021, and under COVID-19 electronic rules, approved unanimously the text amendment on February 24, 2021, to recommend to Council; and

WHEREAS, the Council public hearing was advertised in the Winston-Salem Journal on Sunday, April 25, 2021 and Sunday, May 2, 2021.

NOW THEREFORE BE IT ORDAINED THAT the Lewisville Town Council approves amending the following of Lewisville Unified Development Ordinances:

Section 1. Additions to the UDO are *highlighted and italicized* and deletions are shown in ~~striketrough~~.

Section 2. Any previous or contrary provisions of the UDO are repealed and rescinded.

Section 3. Amend Chapter A Definitions Ordinance as follows:

Chapter A, Article II – Definitions:

TREE, LARGE VARIETY. Any deciduous or evergreen tree whose maximum mature height is *equal to or* greater than ~~thirty-five (35)~~ *fifty (50)* feet.

TREE, MEDIUM VARIETY. Any deciduous or evergreen tree whose maximum mature height is *equal to or* greater than ~~twenty-five (25)~~ *thirty (30)* feet and less than ~~thirty-five (35)~~ *fifty (50)* feet.

TREE, SMALL VARIETY. Any deciduous or evergreen tree whose maximum mature height is ~~no greater less~~ than ~~twenty-five (35)~~ *thirty (30)* feet.

Section 4. Amend Chapter B, Article III Section 3-4.10 Landscaping Standards: Suggested Plant Materials List

Chapter B, Article , Section 3-4 LANDSCAPING STANDARDS:

3-4.10 SUGGESTED PLANT MATERIALS LIST

The suggested plant materials list includes common trees and shrubs suitable for use in the Forsyth County area. Due to individual site soil, moisture, and microclimate conditions, professional expertise should be sought to determine the appropriate plant materials for any particular development project. Other appropriate plants not included in the list may also be used with the approval of the Zoning Officer or designee.

**ORDINANCE 2021018 OF THE LEWISVILLE TOWN COUNCIL
UDO L-163 OF THE UNIFIED DEVELOPMENT ORDINANCES (UDO)
AMENDING REFERENCES TO TREES AND TREE PLANTINGS FOR SUBDIVISIONS**

(A) Large Variety Trees

(mature height: ~~thirty-five (35)~~ **fifty (50)** feet or greater):

European Black Alder	<i>Alnus glutinosa (Pyramidalis)</i>
Bald Cypress	<i>Taxodium distichum</i> (Monarch of Illinois, Shawnee Brave)
Sugar Hackberry	<i>Celtis laevigata</i>
Chalkbark Maple	<i>Acer Leucoderme</i>
Freeman Maple	<i>Acer x freemanii</i> (Armstrong, Autumn Blaze, Celebration, Scarlet Sentinel)
Green Mountain Sugar Maple	<i>Acer saccharum</i> "Green Mountain"
Hedge Maple	<i>Acer campestre</i>
Southern Sugar Maple	<i>Acer Barbatum</i>
Trident Maple	<i>Acer buergerianum</i>
Bur Oak	<i>Quercus macrocarpa</i>
Sawtooth Oak	<i>Quercus acutissima</i>
Shingle Oak	<i>Quercus imbricaria</i>
Swamp White Oak	<i>Quercus bicolor</i>
Northern Red Oak	<i>Quercus rubra</i>
Nutall Oak	<i>Quercus nutalli</i>
Overcup Oak	<i>Quercus lyrata</i>
Green Ash	<i>Fraxinus pennsylvanica</i> (Marshall Seedless, Newport, Patmore, Summit, Lakeview)
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>
Japanese Pagodatree	<i>Sophora japonica (Princeton Upright, Regent)</i>
Silver Linden	<i>Tilia tomentosa</i> (Green Mountain, Sterling)
Hybrid Elm	<i>Ulmus spp. (Homestead, Pioneer, Urban)</i>
Willow Oak	<i>Quercusphellos</i>
Sugar Maple	<i>Acer saccharum</i>
Red Maple	<i>Acer Rubrum</i> (Autumn Flame, Bowhall, Karpick, Northwood, October Glory, Red Kin, Red Sunset)
Scarlet Oak	<i>Quercus coccinea</i>
Southern Magnolia	<i>Magnolia grandiflora</i>
London Plane-tree	<i>Platanus acerifolia</i>
River Birch	<i>Betula nigra</i>
Japanese Zelkova	<i>Zelkova serrata</i> (Green Vase, Village Green)
Tulip Poplar	<i>Liriodendron tulipifera</i>
Black Gum	<i>Nyssa sylvatica</i>
Littleleaf Linden	<i>Tilia cordata</i>
White Oak	<i>Quercus alba</i>
Japanese Scholartree	<i>Sophora japonicum</i>
Ginkgo	<i>Ginkgo biloba (Lakeview, Princeton Sentry)</i>
English Oak	<i>Quercus robur</i>
Japanese Katsuratree	<i>Cercidiphyllum japonicum</i>
Schumard Oak	<i>Quercus schumardi</i>
Chinese Elm	<i>Ulmus parviflora</i> (Lacebark, Athena, Allee)

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Redmond Linden
Fruitless Sweetgum
Littleleaf Linden

Tilia americana "Redmond"
Liquidambar styraciflua "Rotundaloba"
Tilia cordata

(B) Medium Variety Trees

(mature height: ~~twenty-five (25)~~ to ~~thirty-five (35)~~ **thirty (30)** to less than fifty (50) feet):

Sourwood	<i>Oxydendrum arboreum</i>
Thornless Honeylocust	<i>Gleditsia triacanthos "Inermis"</i>
Eastern Redbud	<i>Cercis canadensis</i>
Yoshino Cherry	<i>Prunus yedoensis</i>
Golden-Rain-Tree	<i>Koelreuteria paniculata</i>
Saucer Magnolia	<i>Magnolia soulangeana</i>
Weeping Cherry	<i>Prunus subhirtilla pendula</i>
Kwansan Cherry	<i>Prunus serrucata "Kwansan"</i>
Yellowwood	<i>Cladastris lutea</i>
Ironwood	<i>Carpinus carolineana</i>
Pistache	<i>Pistachia chinensis</i>
Redmond Linden	<i>Tilia americana "Redmond"</i>
American Holly	<i>Ilex opaca</i> (East Palatka, Foster's #2, Nellie R. Stevens)
Eastern Red Cedar	<i>Juniperus virginiana</i> (Emerald Sentinel, Princeton Sentry, Pendula)
Little Gem Magnolia	<i>Magnolia "Little gem"</i>
Fall Blooming Cherry	<i>Prunus autumnalis</i>
Fruitless Sweetgum	<i>Liquidambar styraciflua "Rotundaloba"</i>
European Hornbeam	<i>Carpinus betulus (Fastigiata)</i>
Hophornbeam	<i>Ostrya virginiana</i>
<i>Carolina Silverbell</i>	<i>Halesia tetraptera</i>
<i>Lacebark Elm</i>	<i>Ulmus parvifolia</i>
<i>Black Gum</i>	<i>Nyssa sylvatica</i>
<i>Hedge Maple</i>	<i>Acer campestre</i>
<i>Hybrid Elm</i>	<i>Ulmus spp. (Homestead, Pioneer, Urban)</i>
<i>Gingko</i>	<i>Ginkgo biloba (Lakeview, Princeton Sentry)</i>
<i>Sargent Cherry</i>	<i>Prunus sargentii (Columnaris, Hillier Spire)</i>

(C) Small Variety Trees

(mature height: less than ~~twenty-five (25)~~ **thirty (30)** feet):

Japanese Maple	<i>Acer palmatum</i>
Japanese Dogwood	<i>Cornus kousa</i>
Flowering Dogwood	<i>Cornus florida</i>
Smoketree	<i>Cotinus coggyria</i> (Daydream, Royal Purple)
Crape Myrtle	<i>Lagerstroemia indica</i> (Dallas Red, Lipan, Natchez, Sioux, Tonto, Yuma)

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Crabapple (var.)	<i>Malus hybrida</i> (var.)
Amur Maple	<i>Acer ginnala</i>
Wax Myrtle	<i>Myrica Cerifer</i>
Star Magnolia	<i>Magnolia stellata</i>
Japanese Tree Lilac	<i>Syringa reticulata</i>
Green Hawthorn	<i>Crataegus viridis</i>
Carolina Cherrylaurel	<i>Prunus caroliniana</i>
Choke Cherry	<i>Prunus virginiana</i>
Sargent Cherry	<i>Prunus sargentii</i> (Columnaris, Hillier Spire)
Eastern Redbud	<i>Cercis canadensis</i>
Little Gem Magnolia	<i>Magnolia "Little gem" (Dwarf Southern Magnolia)</i>
Chinese Fringe Tree	<i>Chionanthus retusus</i>
Chinese Pistache	<i>Pistacia chinensis</i>
Fosteri Holly	<i>Ilex fosterii</i>
Witch Hazel 'Arnold Promise'	<i>Hamamelis virginiana</i>
Sourwood	<i>Oxydendrum arboretum</i>
Japanese Snowbell	<i>Styrax japonica</i>
Serviceberry	<i>Amelanchier arborea</i>
Chalkbark Maple	<i>Acer Leucoderme</i>
Trident Maple	<i>Acer buergeranum</i>
Saucer Magnolia	<i>Magnolia soulangeana</i>
Weeping Cherry	<i>Prunus subhirtilla pendula</i>
Fall Blooming Cherry	<i>Prunus autumnalis</i>
American Hornbeam	<i>Carpinus caroliniana</i>
Hophornbeam	<i>Ostrya virginiana</i>
Japanese Pagodatree	<i>Sophora japonica (Princeton Upright, Regent)</i>

(D) Streetyard and Interior Shrubs

(mature height: approximately thirty-six (36) inches):

(1) Evergreen.

Warty Barberry	<i>Berberis verruculosa</i>
Dwarf Burford Holly	<i>Ilex cornuta "Burfordii" nana</i>
Japanese Holly (var.)	<i>Ilex crenata</i> (var.)
Azalea (var.)	<i>Azalea sp.</i>
Mugo Pine	<i>Pinus mugo</i>
Juniper (var.)	<i>Juniperus sp.</i>
Euonymous (var.)	<i>Euonymous sp.</i>
Leatherleaf Viburnum	<i>Viburnum rhytidophyllum</i>

(2) Deciduous.

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Forsythia	<i>Forsythia sp.</i>
Dwarf Burning Bush	<i>Euonymous alatus "Compacta"</i>
Thunberg Spirea	<i>Spirea thunbergi</i>
Viburnum (var.)	<i>Viburnum sp.</i>
Oakleaf Hydrangea	<i>Hydrangea quercifolia</i>
Japanese Flowering Quince	<i>Chaenomeles japonic</i>
Potentilla	<i>Potentilla fruticosa</i>
Ornamental Grass Varieties	
Oregonholly Grape	<i>Mahonia bealei</i>
Nandina	<i>Nandina domestica</i>
Dwarf Nandina	<i>Nandina domestica nana</i>

(E) Outdoor Storage Area Screening Plants
(installation height: six (6) feet):

American Holly	<i>Ilex opaca</i>
Burforda Holly	<i>Ilex cornuta "Burfordii"</i>
Nellie Stevens Holly	<i>Ilex cornuta "Nellie Stevens"</i>
Wax Myrtle	<i>Myrica cerifera</i>
Hetz Juniper	<i>Juniperus hetzi</i>
Arborvitae	<i>Thuja occidentalis</i>
Eastern Red Cedar	<i>Juniperus virginiana</i>
Japanese Black Pine	<i>Pinus thunbergiana</i>

(F) Groundcovers
(planting areas, berms, wall planters):

Lily-Turf	<i>Liriope muscarii</i>
Hybrid Daylily	<i>Hemerocallis hybrida</i>
Aaronsbeard	<i>Hypericum calysinum</i>
Rockspray Cotoneaster	<i>Cotoneaster horizontalis</i>

(G) The following trees shall not be credited toward the requirements of Section B.3-4.2.1:

Bradford Pear	<i>Pyrus calleryana "Bradford"</i>
Silver Maple	<i>Acer saccharinum</i>
Hybrid Poplars	<i>Populus spp.</i>
Tree of Heaven	<i>Ailanthus altissima</i>
Mimosa	<i>Albizia julibrissin</i>
Royal Paulownia	<i>Paulownia Tomentosa</i>
Pine (var.)	<i>Pinus sp.</i>

**ORDINANCE 2021018 OF THE LEWISVILLE TOWN COUNCIL
UDO L-163 OF THE UNIFIED DEVELOPMENT ORDINANCES (UDO)
AMENDING REFERENCES TO TREES AND TREE PLANTINGS FOR SUBDIVISIONS**

Section 5. Amend Chapter D, Article IV, Section B (1) Development Standard and Requirements for Preliminary Subdivision Approval: Streets or Roads as follows:

Chapter D, Article 4, Section B (1) Development Standards and Requirements for Preliminary Subdivision Approval: Streets or Roads

- (s) Street trees, planted to define a street canopy, shall be provided *in all conventional subdivisions in addition to one tree per lot. Street Trees shall meet the following requirements:* at a rate of one tree per forty-five (45) linear feet of frontage plus one additional tree per lot in all conventional subdivisions.

(i) Street trees shall be provided at a rate of one tree per forty-five (45) linear feet of street frontage along both sides of the right-of-way.

(ii) Street trees shall be setback from the curb or sidewalk, whichever creates the greater setback, based on the variety of tree. Small variety trees shall be setback a minimum of four (4) feet and medium variety trees shall be setback a minimum of six (6) feet. Large variety trees shall not be used for street tree plantings.

Section 6. Amend Chapter D, Article IV, Section D (4)(f) Existing Features and Development Map for Preliminary Subdivision Approval as follows:

Chapter D, Article 4, Section D (4) Existing Features and Development Map for Preliminary Subdivision Approval.

- (f) Natural features — existing *and proposed*:

(i) Streams, drainage ways, floodway and floodway fringe boundaries and elevations,

~~(ii) — Wooded areas and other natural features;~~

~~(iii)~~ *(ii)* Topography at no greater than four (4) foot intervals when available. *D* distinction between existing and proposed topography lines to be shown according to the following; existing – light dashed lines; proposed – thin solid lines); and,

~~(iv) — Natural features to be left undisturbed. Any existing trees to be retained shall be preserved during construction in accordance with Section D.4(B)(4)(h).~~

(iii) A landscape plan shall be included in the submittal for preliminary subdivision approval. The landscape plan shall include wooded areas and natural features to be left undisturbed and preserved during construction in accordance with Section D.4(B)(4)(h), existing and proposed plantings in buffer areas, street trees and any other plantings as required.

(iv) Landscape plans shall take into consideration placement of driveways, utilities, street tree setback requirements, distance between trees, sight distance at intersections, signage, and any street lighting.

**ORDINANCE 2021018 OF THE LEWISVILLE TOWN COUNCIL
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(iv) *If plantings are to be delayed, a planting schedule shall be submitted in accordance with Section B.3-4.2(B).*

(v) *All plantings, existing or proposed, intended to meet landscape or bufferyard requirements shall be warranted by the developer or their designee. They will be responsible for maintaining all required plant materials in good health. Any plant material becoming dead, diseased, or missing within one (1) year from the date of planting shall be replaced.*

Section 7. 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 Unified Development Ordinances (UDO); that the sections of this ordinance may be re-numbered or re-lettered; and that the word “ordinance” may be changed to “section”, “article”, “chapter” or other appropriate designation to accomplish such intention.

Section 8. The effective date of the amendment shall be effective on the date of the adoption of this ordinance.

Adopted on this the 13th Day of May, 2021 by the Lewisville Town Council. Motion to adopt was made by Council Member xxx and seconded by Council Member xxx by a 7-0 roll call vote.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

STAFF REPORT

DOCKET # UDO L-163

REQUEST

This text amendment was drafted by staff at the request of the Town's Public Works Department and Planning Board with the recommendations from the Lewisville Beautification Committee. The request is to amend portions of Chapter B Article 3 and Chapter D Article 4, of the *Unified Development Ordinance* (UDO) to create detailed requirements for the planting of street trees in residential developments.

BACKGROUND

The Lewisville Public Works Department has continued to maintain the Town's streets, street trees and sidewalks in residential neighborhoods. Street trees were planted in older neighborhoods and as the trees mature, safety issues are emerging. These issues include tree limbs hanging into the travel way of cars, causing cars to have to go into the on-coming travel lane. The street trees are also causing issues for the sidewalks. The root systems of the planted trees cause the sidewalks to buckle creating a trip hazard for pedestrians. This text amendment is a way to mitigate issues caused by street tree plantings.

ANALYSIS

Currently, our UDO requires large variety trees be planted on both sides of the street in conventional subdivisions at a rate of one tree per every 45 linear feet centerline. When awareness was made of the issues caused by street trees, Staff met with the Lewisville Beautification Committee (LBC) for recommendations. The LBC recommended altering the size requirements of large, medium and small variety trees. The LBC also recommended setback requirements based on the variety of tree planted. Staff has drafted this UDO text amendment based on those recommendations.

SUMMARY

This text amendment will place new requirements in the UDO that not only guide developers on what trees to plant and where to plant them in major developments. The requirements will also help staff better streamline the process of approving where the trees will be placed along the street. The purpose is to have the street tree planting schedule and plan be a thought during the design of the project, not an afterthought.

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

UDO L-163

Street Trees in Developments

Town of Lewisville, NC



UDO L–163: Street Trees in Developments

- UDO Chapters Impacted:

- Chapter A – Definitions
- Chapter B – Landscaping Standards
- Chapter D – Subdivisions

- Reasons for Change:

- Street Trees cause safety concerns due to roots & overhanging canopy into streets
 - Trip hazards
 - Vehicular traffic hazards
- Maintenance of Street Trees places burden on the Town
 - Costly to maintain trees, sidewalks, streets
 - Costly to replace trees

UDO L–163: Street Trees in Developments

- Highlighted Changes:
 - Definitions (Chapter A) – large, medium, small variety trees based on height at maturity
 - Large – equal to or greater than 50 ft.
 - Medium – equal to or greater than 30 ft and less than 50 ft
 - Small – less than 30 ft
 - Suggest Plant Materials List (Chapter B)
 - Updated to accommodate new definitions
 - Additional trees added as recommended by Lewisville Beautification Committee

UDO L–163: Street Trees in Developments

- Highlighted Changes, Cont:
 - Existing requirement for Major Subdivision Approval (Chapter D)
 - Street trees shall be planted at a rate of one tree per 45 linear feet of street frontage along both sides of the right-of-way
 - Street trees are planted within right-of-way, to be maintained by the Town
 - New setback requirements for plantings
 - Small variety trees – setback 4 feet from curb or sidewalk
 - Medium variety trees – setback 6 feet from curb or sidewalk
 - Large variety trees – no longer allowed to be planted as street trees
 - Based on LBC recommendation due to very large root systems

UDO L-163: Street Trees in Developments

- New requirements for landscape plans during preliminary approval process (Chapter D):
 - Landscape plan included in submittal for subdivision approval
 - Wooded areas and natural features to remain and preserved during construction
 - Existing and proposed plantings in buffer areas
 - Street trees
 - Any other plantings required
 - Landscape plans shall take into consideration placement of:
 - driveways
 - Utilities
 - Street tree setback requirements
 - Distance between trees
 - Sight distance at intersections
 - Signage
 - Street lighting

UDO L–163: Street Trees in Developments

- New requirements for landscape plans during preliminary approval process (Chapter D):
 - If delayed, scheduled must be submitted
 - All plantings, existing or proposed, intended to meet UDO requirements shall be under warranty by the Developer or their designee for 1 year.
 - Maintenance of all required plant materials in good health
 - Replacement of plant material that becomes dead, diseased or missing

TOWN OF LEWISVILLE RESOLUTION 2021021
TECHNICAL REVIEW FOR COMPLIANCE - SITE PLAN APPROVAL
ISSUED BY THE LEWISVILLE TOWN COUNCIL FOR ZONING CASE L-PBR 2021001

WHEREAS, in March 2000, the Lewisville Town Council approved a rezoning of Block 4442 Lot 17 from RS-20 to PB-S; and

WHEREAS, the March 2000 approval shows a zoning map change to PB-S; and

WHEREAS, a Special Use District Permit was issued for a 3-story, Combined Use, Multi-Family along with this approval; and

WHEREAS, the approved Special Use District Permit was accompanied by a site plan; and

WHEREAS, this property is located in the northern right-of-way of the Great Wagon Road; and

WHEREAS, said property consisted of approximately 0.749 \pm acres more or less; and

WHEREAS, the owner did not develop the approved site plan; and

WHEREAS, under Chapter B, Article VII, Section 7-5.4 of the Unified Development Ordinances (UDO), site plans that have not been developed within two (2) years of approval are considered sunset; and

WHEREAS, any new site plan must be approved by the Lewisville Town Council; and

WHEREAS, under new ownership, a request has been received for approval of a new site plan that includes property for additional parking; and

WHEREAS, the new request will remain as *PB-S* (Pedestrian Business - Special) zoning *Combined Use Multi-Family* and will include a residential building - multifamily, and restaurant without drive through on the new site plan being submitted; and

WHEREAS, this plan consists of Block 4442 Lot 17, PIN 5875-97-8451 fronting the Great Wagon Road and Block 4612D Lot 036A, PIN 5875-97-7671 fronting North Street; and

WHEREAS, this new site plan includes approximately 1.56 acres; and

WHEREAS, Chapter B, Article III, Section 3-3.4 of the UDO provides that multifamily parking in a residential district shall be allowed only if said lot abuts for a distance of not less than twenty-five (25) feet upon the zoning lot to which such parking would be accessory; and

WHEREAS, this site plan supports designs fronting the Great Wagon Road as described in the Lewisville Downtown Design Guidelines approved by the Lewisville Town Council in September 2014 for properties to the north of the Great Wagon Road, described as transitional urban residential comprised of lower density live work units and/or multi-family and is within the Downtown Overlay District; and

WHEREAS, this site plan meets the height restrictions in the Downtown Overlay of no more than 48 feet; and

WHEREAS, this site plan meets the requirement of no more than two and one half (2 ½) stories; and

TOWN OF LEWISVILLE RESOLUTION 2021021
TECHNICAL REVIEW FOR COMPLIANCE - SITE PLAN APPROVAL
ISSUED BY THE LEWISVILLE TOWN COUNCIL FOR ZONING CASE L-PBR 2021001

WHEREAS, Chapter B, Article II, Section 2-1.6 (H)(3)(d) states that for proposals requiring site plan review but not rezoning or zoning map amendment, the Planning Board shall recommend approval and the Elected Body shall approve any plans that meet all requirements of this Downtown Overlay District and the UDO or consistent with the alternative compliance provision in DTO 3(c).

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

Section 1. The Lewisville Town Council issues this approval for the site shown on the site plan map included in this zoning petition of Solomon Development, LLC c/o Jeff Zenger in accordance with Chapter B, Article II, Section 2-1.6 (H)(3)(d) which states that for proposals requiring site plan review but not rezoning or zoning map amendment, the Planning Board shall recommend approval and the Elected Body shall approve any plans that meet all requirements of this Downtown Overlay District and the UDO or consistent with the alternative compliance provision in DTO 3(c).

Section 2. The properties included in the site plan consists of 1.56 acres, attached herein, and include:

PIN 5875-97-8451, Block 4442 Lot 17 fronting the Great Wagon road (PB-S)
and
PIN 5875-97-7671, Block 4612D Lot 036A fronting North Street (RS-20)

Section 3. The location and character of the use must be developed in accordance with the requirements of the PB-S zoning district of the Zoning Ordinance of the Unified Development Ordinances, the Erosion Control Ordinance, other applicable laws, and according to the application and plan submitted and approved.

Section 4. The following conditions must be met:

PRIOR TO THE ISSUANCE OF GRADING PERMITS:

- A. Developer shall obtain a driveway permit from the Town of Lewisville; additional improvements may be required prior to issuance of driveway permit.
- B. An Environmental Grading and Erosion Sedimentation Control Plan must be submitted and approved before the permit can be issued.

PRIOR TO THE ISSUANCE OF BUILDING PERMITS:

- A. Town Driveway permits are to be submitted to the Public Works Director when applying for building permits.
 - 1. Approval of driveway permit is a condition of receiving the Certificate of Occupancy (CO).

OTHER REQUIREMENTS:

- A. Any signage shall conform to the Town's permanent sign regulations, and shall be permitted by the Inspections Division.

TOWN OF LEWISVILLE RESOLUTION 2021021
TECHNICAL REVIEW FOR COMPLIANCE - SITE PLAN APPROVAL
ISSUED BY THE LEWISVILLE TOWN COUNCIL FOR ZONING CASE L-PBR 2021001

- B. The Dumpster will be screened with wood, vinyl, or brick materials.
- C. All mechanical and electrical units must be screened from views from the street.
- D. All lighting greater than 12' in height shall be of “shoe box” type or otherwise shielded to prohibit direct light onto adjacent properties.

Section 5. This ordinance shall take effect from and after its adoption.

This ordinance is effective upon its adoption this the **11th day of March, 2021**

The motion to adopt this ordinance was made by **xxxxxxxxx**, seconded by **xxxxxxxxx** and **passed/not passed** by a roll call vote of **x** to **x**.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

STAFF REPORT

Solomon Development

DOCKET: L-PBR 2021001
STAFF: Stacy Tolbert, Town Planner

Petitioner: Jeff Zenger, Solomon Development LLC
Ownership: Solomon Development, LLC

REQUEST OF AMENDMENT:

Zoning: PB-S (Pedestrian Business)
Uses Allowed: Combined Use Multi-Family
PIN#: 5875-97-7671 & 5875-97-8451
Acreage: 1.56 Acres

LOCATION:

Street: Great Wagon Road
Jurisdiction: Town of Lewisville

PROPERTY SITE/IMMEDIATE AREA:

Existing Structures on Site: The site is currently vacant.

Adjacent uses:

- * North - Single family residence, 204 North St, zoned RS-20
- * East - Single family residences, 196 Will Austin Ct & 135 Belnette Dr, zoned RS-20
- * South - property fronts Great Wagon Rd and Shallowford Square
- * West - Single family residence, 155 Belnette Dr, zoned RS-20

GENERAL AREA:

Character/Maintenance: This area is located in the Downtown Overlay District which includes residential, commercial and recreational uses.

PHYSICAL FEATURES:

Topography: The site slopes gently from the south to west but is predominately flat.

Vegetation/habitat: The property is covered with natural vegetation including grasses and some trees.

Impact on Existing Features: Impacts are to be expected, However the main building is to be placed on the front property where there are not many trees.

WATER AND SEWER FACILITIES:

Public water and sewer are available to the site.

TRANSPORTATION:

Direct Access to Site: Great Wagon Road and North Street, to be accessed off North Street.

Street Classification(s): Local arterial

Average Daily Traffic Count/Estimated: Closest measurement is Shallowford Rd at 10,000 adt (source: NCDOT AADT 2017)

HISTORY/RELEVANT ZONING CASES:

- * L-083; RS-9 to RM-12-S (Multi Family Residential) approved 05/10/2018; west side of Styers Ferry Rd adjacent to this property for Phase I of this same project including an apartment complex of 60 units; Planning Board and staff recommended approval.
- * L-096; Technical Review for Compliance on current property for request. Zoned PB-S for Combined Use, Multi-Family. Request was for a 4 story multi-family building with 39 units to include a restaurant on the ground floor. Staff recommended approval, Planning Board recommended denial to the Town Council and the Town Council denied the request.

CONFORMITY TO PLANS:

Lewisville Unified Development Ordinance (UDO) - There are a few instances in the UDO where some regulations do not support other regulations throughout the ordinance. For instance, the property is located within the Downtown Overlay District where properties zoned PB are not required to have any building setbacks. However, in other parts of the UDO, bufferyard and building setback requirements differ from that of the Downtown Overlay and if applied, would make the properties downtown un-buildable. These requirements include 15 foot landscaped bufferyards and 40 ft building setbacks from residential properties. As staff, I do not feel these regulations support the intent of the Downtown Overlay. Staff's interpretation of the ordinance is to allow properties in the Downtown Overlay that are zoned PB to maintain the zero build-to line and to install plantings around the perimeter of the property to accomplish a separation between existing uses. In the Downtown Overlay, landscape requirements are mentioned which include plantings along the front facade of buildings but no specific requirements are detailed for side and rear property lines. Elevations have been submitted for the project and are included in the packet material. The applicant meets the elevation requirements including building height in the Downtown Overlay of 2 stories, 48 feet, color scheme and roof pitch. Overall, the proposal meets the requirements of the UDO.

Lewisville Comprehensive Plan Update 2015 - The Plan describes this area as being where higher density uses are appropriate, particularly where sewer is available. This area is located in the downtown area of Lewisville where it is recommended by the Comprehensive Plan to have a mixture of office, retail and residential uses. This area would be suitable for a multifamily mixed-use development to include a restaurant due to ease of access to surrounding complementary uses.

The Plan also contains a number of "Recommended Actions." In the chapter on Land Use, recommendations include; support of design standards in the development of downtown, allow for higher density zoning surrounding the downtown area, and require parking for multi-family to be to the rear of the structures or screened from the road.

Legacy Development Guide - *Legacy* encourages a mixture of office, retail and housing along Growth Corridors that do not contribute to "strip development." The property is located in Growth Management Area 2 but abuts Growth Management Area 1 which is Town Centers. In Town Centers, it is encouraged to have more residential development at higher densities while promoting deck parking over surface parking.

ANALYSIS:

This property was zoned PB-S in 2000 and was zoned for combined use - multi family. In the Unified Development Ordinance, the definition of a combined use is a principle building which is used for any

combination of dwelling units(s), including single family, duplex and multifamily, and any other use(s) permitted in the zoning district. The original site plan that was approved in 2000 has sunset, or expired. A request was submitted for this property in 2020 for a 4-story multi-family building of 39 units with a restaurant. This request was denied by the Town Council. A new request has been submitted for a 2-story multi-family building of 39 units with a restaurant. A restaurant without drive-thru service is a use allowed by right in the PB (Pedestrian Business) zoning district.

PB is primarily intended to accommodate office, retail, service, institutional and high density residential uses which customarily serve community and convenience business needs of smaller communities and urban nodes in the city and county. The district is intended to encourage the development of attractive, identifiable small towns, and to accommodate the pattern of building in the business concentrations surrounding the central core of municipalities.

RECOMMENDATION:

Town staff is of the opinion that the request meets the standards of the Unified Development Ordinance. The site has available infrastructure to support the density of development that is being proposed. Statements found in both the *Lewisville Comprehensive Plan* and *Forsyth County Legacy Plan* encourages higher residential density that promotes pedestrian connectivity and availability in a downtown center.

Solomon Development

L-PBR 2021001

Town of Lewisville



L-PBR 2021001 Solomon Development

Properties included are identified as PIN(S):

- 5875-97-8451
- 5875-97-7671

- The Planning Board held their technical review on the matter on February 10, 2021 and voted 4-3 to recommend approval of the request to Town Council.

L-PBR 2021001 Solomon Development

- Request includes:
 - 39 multi-family units combined with a Restaurant situated in a 2 story building
 - Each unit is proposed to have a Mezzanine or loft area.
 - Parking below grade in parking deck and to rear of building
 - Served by public water and sewer
 - 1.56 Total Acres
 - Property fronts Great Wagon Road
 - Vehicular access is proposed North Street

L-PBR 2021001 Solomon Development

Definitions not included in Lewisville UDO:

**Definitions provided by Forsyth County Fire Marshall's Office from the NC State Building Code.

- **Story-** That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above (see "basement, " Building height, "Grade plane" and Mezzanine"). A story is measured as the vertical distance from top to top of two successive tiers of beams or finished floor surfaces, and for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling to the top of the roof rafters.
- **Mezzanine-** An Intermediate level or levels between the floor and ceiling of any story and in accordance with Section 505.

L-PBR 2021001 Solomon Development

SITE PLAN REVIEW:

- No changes were made to the proposed site plan from the previous submittal that was denied by Town Council.
- The number of units remain the same.
- Parking Calculations & Impervious Surface Calculations remain the same.
- Access to site remains from North Street.

L-PBR 2021001 Solomon Development

ELEVATION PLAN REVIEW

- Change was made to the number of stories :
 - 2 stories instead of 4 stories that was originally proposed as indicated by a Licensed Architect on the plans.
- Building height was decreased to meet the overall height requirement of 48 feet.
 - Elevator shaft and other items were removed from the roof of the building.
 - Building Height: The maximum building height for buildings and structures (with exclusions) shall be 2 ½ stories with a maximum height of 48ft in DCA; maximum shall be 3-4 stories with a max height of 48ft in DGA.

Zenger - Shallowford Square Project



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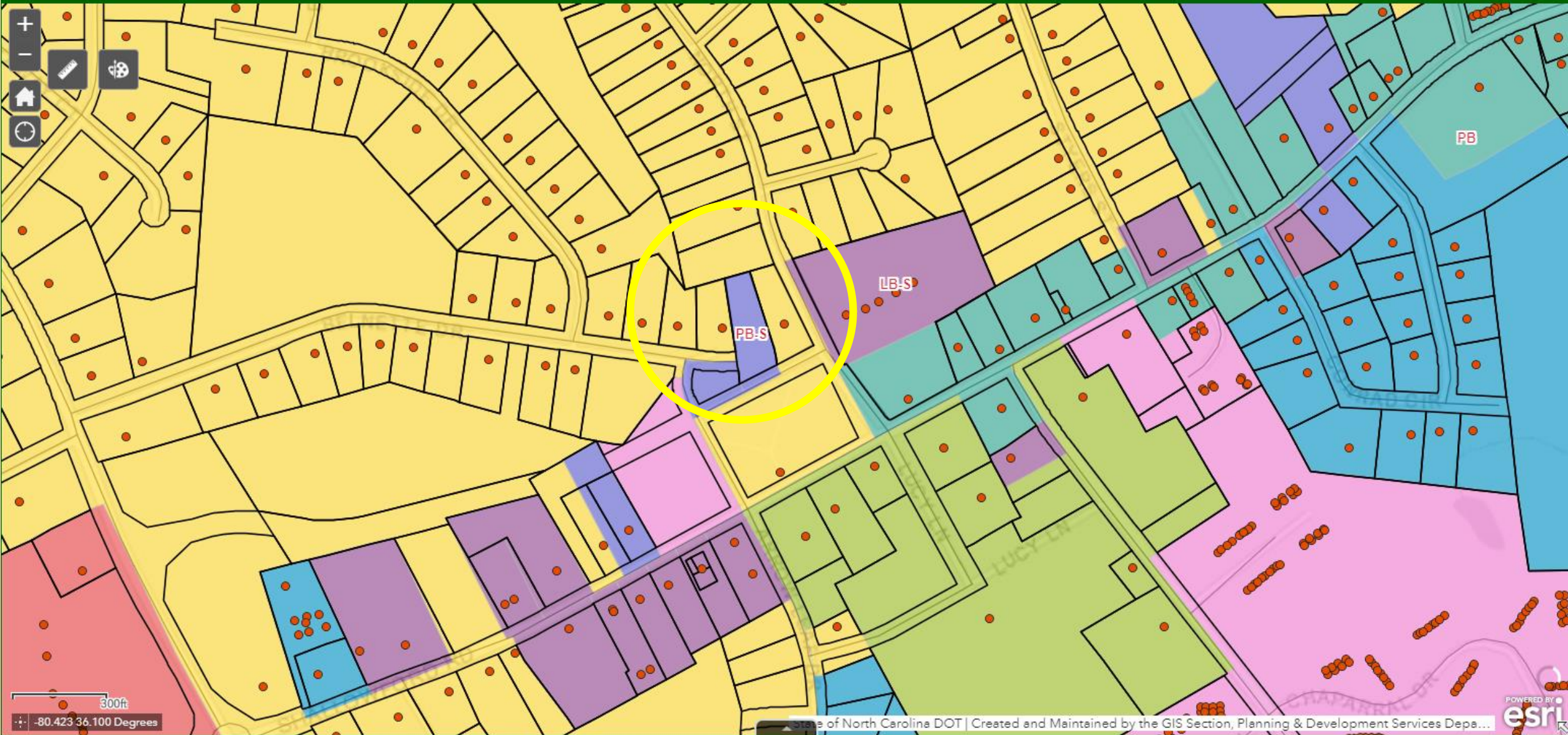
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L-PBR 2021001 Solomon Development

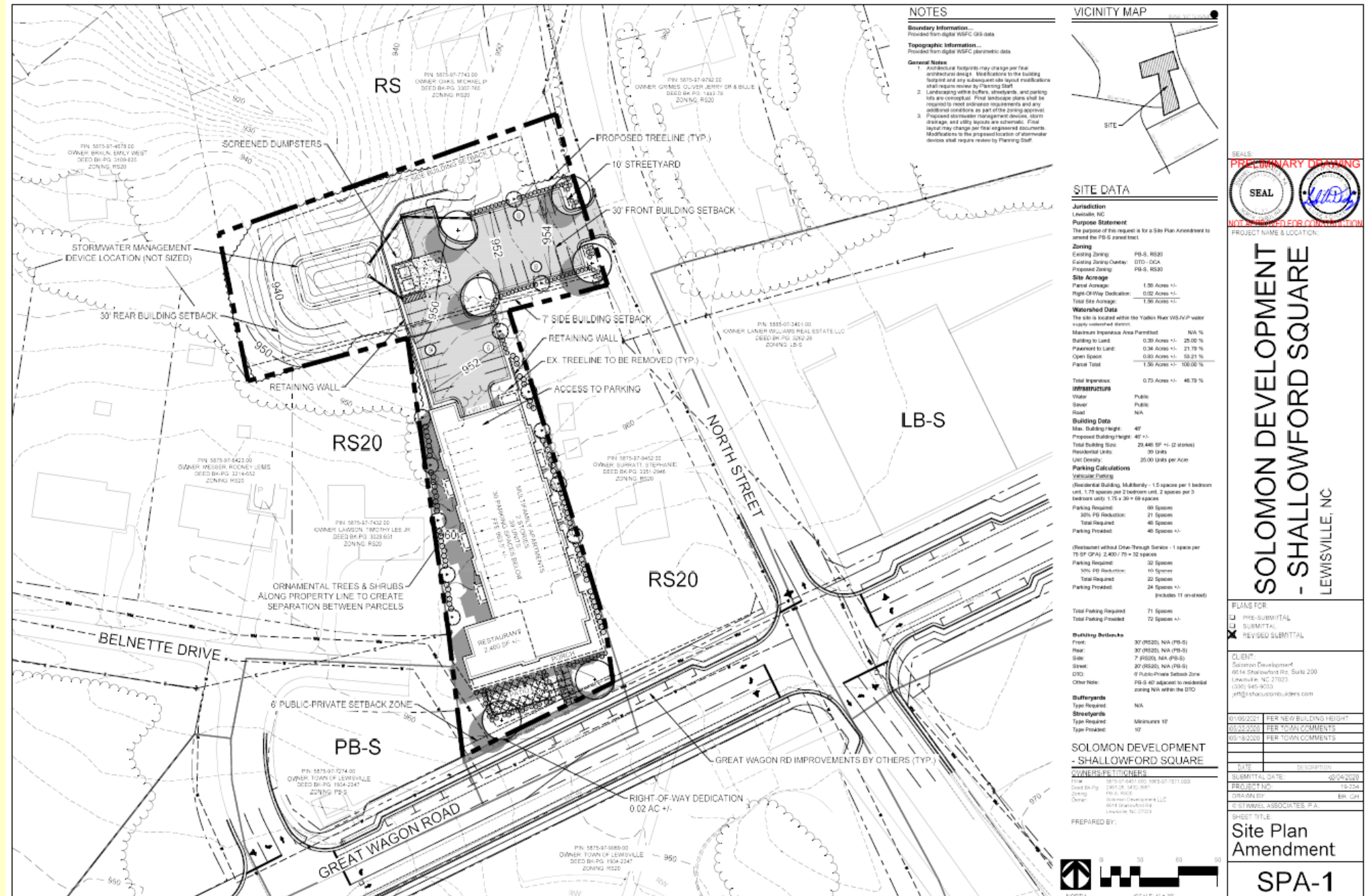
Lewisville Planning Viewer

Lewisville, NC

Town of Lewisville Lewisville Planning Dept.



L-PBR 2021001 Solomon Development



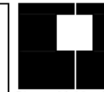
L-PBR 2021001 Solomon Development



18 FRONT ELEVATION
1/8" = 1'-0"
07-2020 BP/01



19 EAST ELEVATION (SIDE)
1/8" = 1'-0"
07-2020 BP/01



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Project:
Proposed
Solomon
Development
Apartment
Building

Location: NC

Project Number:
07-2020

Issue Date:
11/1/2021

Revisions:
11/1/2021

Sheet Title:
BUILDING
ELEVATIONS

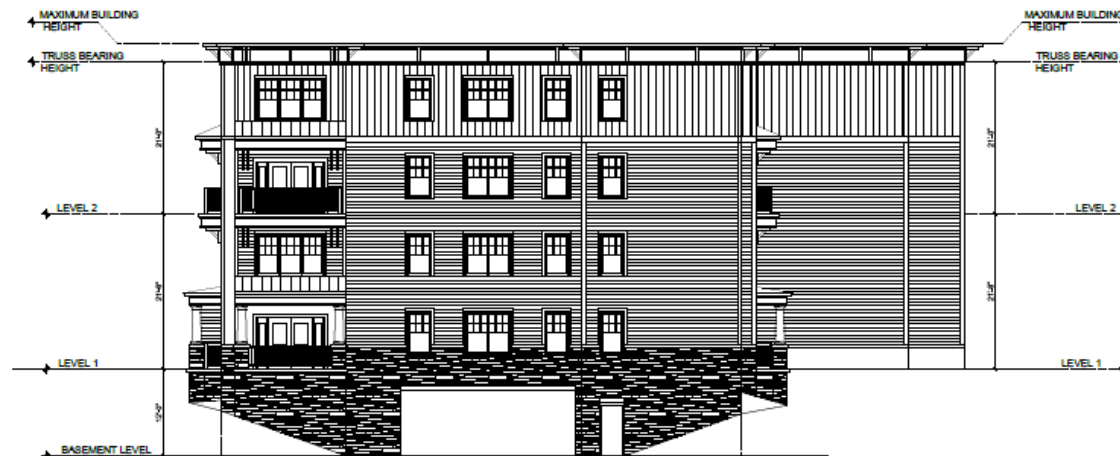
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L-PBR 2021001 Solomon Development



17 WEST ELEVATION (SIDE)
1/8" = 1'-0" 07-2020 BP01



18 NORTH ELEVATION (REAR)
1/8" = 1'-0" 07-2020 BP01

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Location: NC

Project Number:
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Revisions:
11/1/2021

Sheet Title:
BUILDING
ELEVATIONS

Sheet Number:

A5.2

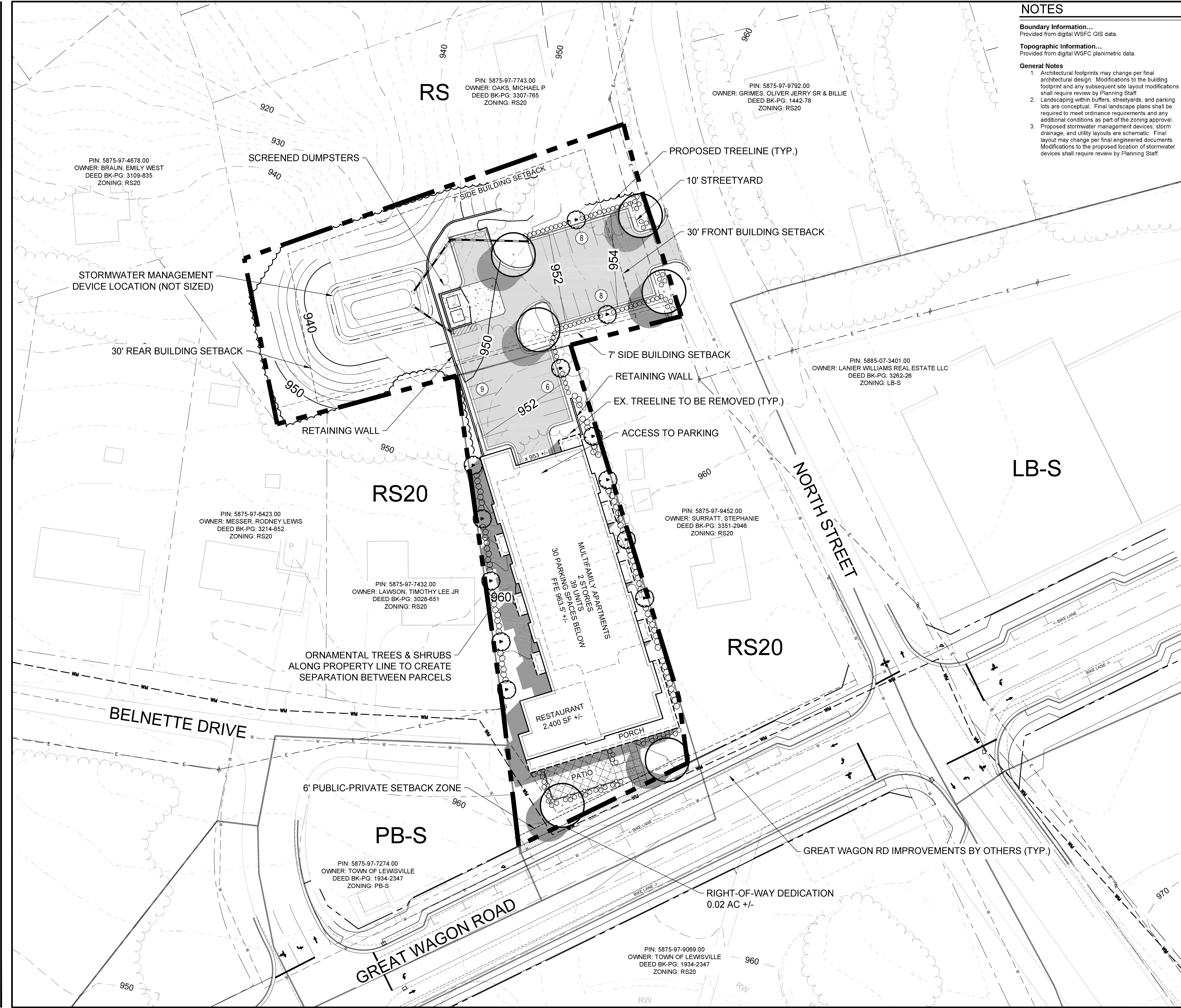
L-PBR 2021001 Solomon Development



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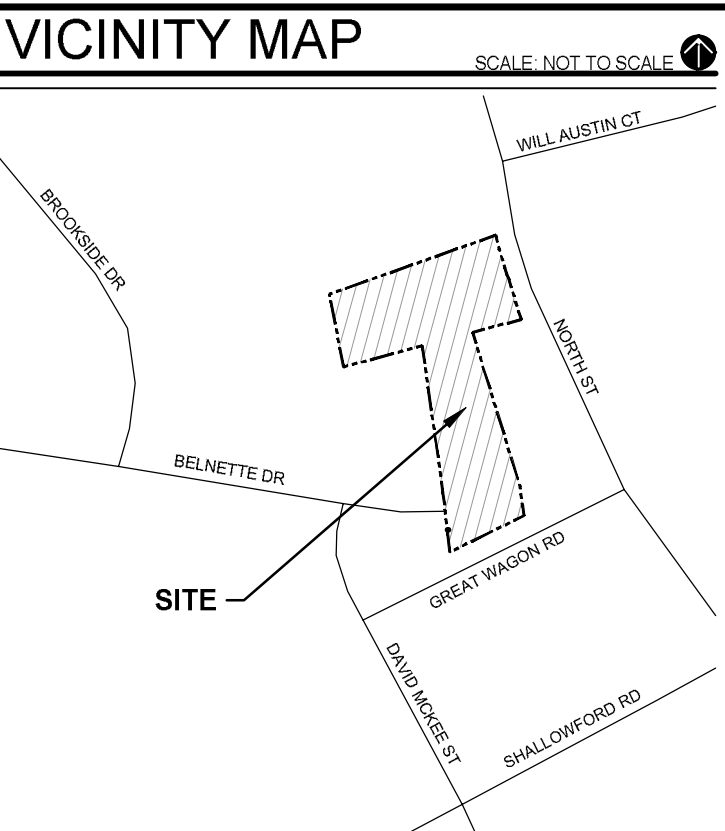
NOTES

Boundary Information...
Provided from digital WSFC GIS data.

Topographic Information...
Provided from digital WSFC planimetric data.

General Notes

1. Architectural footprints may change per final architectural design. Modifications to the building footprint and any subsequent site layout modifications shall require review by Planning Staff.
2. Landscaping within buffers, streetyards, and parking lots are conceptual. Final landscape plans shall be required to meet ordinance requirements and any additional conditions as part of the zoning approval.
3. Proposed stormwater management devices, storm drainage, and utility layouts are schematic. Final layout may change per final engineered documents. Modifications to the proposed location of stormwater devices shall require review by Planning Staff.



SITE DATA

Jurisdiction
Lewisville, NC

Purpose Statement
The purpose of this request is for a Site Plan Amendment to amend the PB-S zoned tract.

Zoning

Existing Zoning:	PB-S, RS20
Existing Zoning Overlay:	DTO - DCA
Proposed Zoning:	PB-S, RS20

Site Acreage

Parcel Acreage:	1.58 Acres +/-
Right-Of-Way Dedication:	0.02 Acres +/-
Total Site Acreage:	1.56 Acres +/-

Watershed Data
The site is located within the Yadkin River WS-IV-P water supply watershed district.

Maximum Impervious Area Permitted:	N/A %
Building to Land:	0.39 Acres +/- 25.00 %
Pavement to Land:	0.34 Acres +/- 21.79 %
Open Space:	0.83 Acres +/- 53.21 %
Parcel Total:	1.56 Acres +/- 100.00 %

Total Impervious: 0.73 Acres +/- 46.79 %

Infrastructure

Water	Public
Sewer	Public
Road	N/A

Building Data

Max. Building Height:	48'
Proposed Building Height:	46' +/-
Total Building Size:	29,448 SF +/- (2 stories)
Residential Units:	39 Units
Unit Density:	25.00 Units per Acre

Parking Calculations

Vehicular Parking

(Residential Building, Multifamily - 1.5 spaces per 1 bedroom unit, 1.75 spaces per 2 bedroom unit, 2 spaces per 3 bedroom unit: 1.75 x 39 = 69 spaces)

Parking Required:	69 Spaces
30% PB Reduction:	21 Spaces
Total Required:	48 Spaces
Parking Provided:	48 Spaces +/-

(Restaurant without Drive-Through Service - 1 space per 75 SF GFA): 2,400 / 75 = 32 spaces

Parking Required:	32 Spaces
30% PB Reduction:	10 Spaces
Total Required:	22 Spaces
Parking Provided:	24 Spaces +/- (includes 11 on-street)

Total Parking Required: 71 Spaces
Total Parking Provided: 72 Spaces +/-

Building Setbacks

Front:	30' (RS20), N/A (PB-S)
Rear:	30' (RS20), N/A (PB-S)
Side:	7' (RS20), N/A (PB-S)
Street:	20' (RS20), N/A (PB-S)
DTO:	6' Public-Private Setback Zone
Other Note:	PB-S 40' adjacent to residential zoning N/A within the DTO

Bufferyards
Type Required: N/A

Streetyards
Type Required: Minimum 10'
Type Provided: 10'

SOLOMON DEVELOPMENT - SHALLOWFORD SQUARE

OWNERS/PETITIONERS:

PIN#:	5875-97-8451.000, 5875-97-7671.000
Deed Bk-Pg:	2461-26, 3432-3661
Zoning:	PB-S, RS20
Owner:	Solomon Development LLC 6814 Shallowford Rd Lewisville, NC 27023

PREPARED BY:

stimmel 601 N. TRADE STREET, SUITE 200
WINSTON-SALEM, NC 27101
www.stimmelpa.com 336.723.1067
frontdesk@stimmelpa.com

LANDSCAPE ARCHITECTURE CIVIL ENGINEERING LAND PLANNING

SCALE: 1" = 30'

stimmel

**LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
LAND PLANNING**

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WINSTON-SALEM, NC 27101
P: 336.723.1067 F: 336.723.1069
E: frontdesk@stimmelpa.com
www.stimmelpa.com

SEALS:

PRELIMINARY DRAWING

NOT APPROVED FOR CONSTRUCTION

PROJECT NAME & LOCATION:

SOLOMON DEVELOPMENT - SHALLOWFORD SQUARE
LEWISVILLE, NC

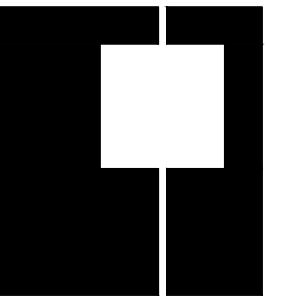
PLANS FOR:

☐ PRE-SUBMITTAL
☐ SUBMITTAL
☒ REVISED SUBMITTAL

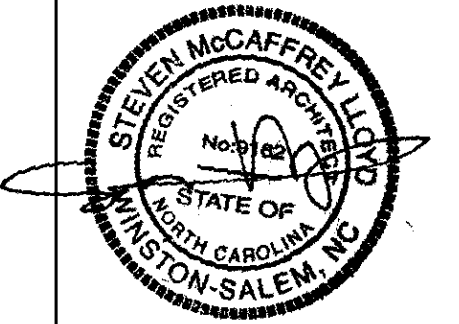
CLIENT:
Solomon Development
6814 Shallowford Rd, Suite 200
Lewisville, NC 27023
(336) 945-9033
jeff@ishacustombuilders.com

01/06/2021 PER NEW BUILDING HEIGHT
05/22/2020 PER TOWN COMMENTS
05/18/2020 PER TOWN COMMENTS

DATE	DESCRIPTION
SUBMITTAL DATE:	03/04/2020
PROJECT NO:	19-234
DRAWN BY:	BR, GH
© STIMMEL ASSOCIATES, P.A.	
SHEET TITLE:	
Site Plan Amendment	
SPA-1	



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Project:
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Solomon
Development
Apartment
Building

Lewisville, NC

Project Number:
07-2020

Issue Date:
--/--/2021

Revisions:
△ --/--/2021

Sheet Title:
BUILDING
ELEVATIONS

Sheet Number:

A5.1



6 FRONT ELEVATION
1/8" = 1'-0" 07-2020 BP01



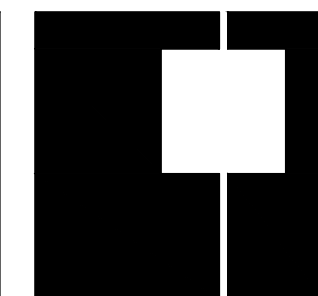
16 EAST ELEVATION (SIDE)
1/8" = 1'-0" 07-2020 BP01



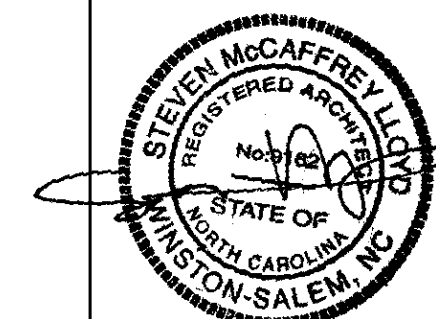
6 WEST ELEVATION (SIDE)
1/8" = 1'-0" 07-2020 BP01



16 NORTH ELEVATION (REAR)
1/8" = 1'-0" 07-2020 BP01



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Project:

Proposed

Solomon
Development
Apartment
Building

Lewisville, NC

Project Number:
07-2020

Issue Date:
--/--/2021

Revisions:
△ --/--/2021

Sheet Title:
BUILDING
ELEVATIONS

Sheet Number:

A5.2

**ORDINANCE 2021022 OF THE LEWISVILLE TOWN COUNCIL
AMENDING CHAPTER 17, REMOVAL AND DISPOSITION OF ABANDONED, NUISANCE
AND JUNKED MOTOR VEHICLES, OF THE LEWISVILLE TOWN CODE
AND RENAMING CHAPTER 17 AS PROHIBITING ABANDONED, HAZARDOUS AND
JUNKED MOTOR VEHICLES**

WHEREAS, pursuant to N. C. General Statute 160A-174, a municipality may, by ordinance, define, prohibit, regulate or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the municipality; and

WHEREAS, pursuant to N. C. General Statute 160A-193, a municipality has the authority to abate public health nuisances; and

WHEREAS, pursuant to N.C. General Statute 160A-303 and 160A-303.2 a municipality is authorized to remove, dispose and regulate junked and abandoned motor vehicles; and

WHEREAS, the Town Council of the Town of Lewisville finds that abandoned, hazardous and junked motor vehicles are detrimental to the appearance of the municipality; adversely impacts the value of property throughout the municipality and is detrimental to the Town's economic well-being.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Lewisville, North Carolina that the Code of Ordinances Chapter 17 of the Town of Lewisville be amended as follows:

Section 1. Amend the Table of Contents title for Chapter 17 of the Lewisville Town Code, Removal and Disposition of Abandoned Nuisance and Junked Motor Vehicles and re-title as Prohibiting Abandoned, Hazardous and Junked Motor Vehicles.

Section 2.

Delete 17-1	Title: Administration
Delete 17-2	Title: Definitions
Delete 17-3	Abandoned vehicle unlawful; removal authorized
Delete 17-4	Nuisance vehicle unlawful; removal authorized
Delete 17-5	Junked motor vehicle regulated; removal authorized
Delete 17-6	Removal of abandoned, nuisance, or junked motor vehicles; pre-towing notice requirements
Delete 17-7	Exceptions to prior notice requirements
Delete 17-8	Removal of vehicles; post-towing notice requirements
Delete 17-9	Right to probable cause hearing before sale or final disposition of vehicle
Delete 17-10	Redemption of vehicle during proceedings
Delete 17-11	Sale and disposition of unclaimed vehicle
Delete 17-12	Conditions on removal of vehicles from private property
Delete 17-13	Protection against criminal or civil liability
Delete 17-14	Exceptions
Delete 17-15	Unlawful removal of impounded vehicle

Section 3. Amended sections 17-1 through 17-15 are re-titled and/or expanded; and/or amended; and Sections 17-16 through 17-18 are added.

**ORDINANCE 2021022 OF THE LEWISVILLE TOWN COUNCIL
AMENDING CHAPTER 17, REMOVAL AND DISPOSITION OF ABANDONED, NUISANCE
AND JUNKED MOTOR VEHICLES, OF THE LEWISVILLE TOWN CODE
AND RENAMING CHAPTER 17 AS PROHIBITING ABANDONED, HAZARDOUS AND
JUNKED MOTOR VEHICLES**

Section 17-1	Title: Intent
Section 17-2	Title: Definitions
Section 17-3	Title: Jurisdiction
Section 17-4	Title: Administration
Section 17-5	Title: Abandoned vehicle unlawful; removal authorized
Section 17-6	Title: Hazardous vehicle unlawful; removal authorized
Section 17-7	Title: Junked motor vehicle regulated; removal authorized.
Section 17-8	Title: Removal of abandoned, hazardous or junked motor vehicles; pre-towing notice requirements; appeals.
Section 17-9	Title: Exceptions to prior notice requirement.
Section 17-10	Title: Removal of vehicles; post-towing notice requirements.
Section 17-11	Title: Right to probable cause hearing before sale or final disposition of vehicle.
Section 17-12	Title: Redemption of vehicle during proceedings.
Section 17-13	Title: Sale and disposition of unclaimed vehicle.
Section 17-14	Title: Conditions on removal of vehicles from private property.
Section 17-15	Title: Protection against criminal or civil liability.
Section 17-16	Title: Exceptions.
Section 17-17	Title: Unlawful removal of impounded vehicle.
Section 17-18	Title: Severability.

Section 4. 17-1 Intent.

It shall be the intent of this chapter to promote and enhance the aesthetic appearance of the Town; to protect the property values throughout the Town; and opportunities for economic development of the Town. It is further the intent of this chapter to promote and enhance the attractiveness of the Town thoroughfares and residential streets, which present public visibility to visitors and to passers-by of the Town by controlling and regulating abandoned, hazardous and junked vehicles.

Section 5. 17-2 Definitions. For the purposes of this ordinance, certain words and terms are defined as herein indicated:

ABANDONED VEHICLE: As authorized and defined in §160A-303 of the North Carolina General Statutes, an Abandoned Motor Vehicle is a motor vehicle which:

- (1) Has been left upon a street or highway in violation of a law or ordinance prohibiting parking;
- or
- (2) Is left on property owned or operated by the Town for longer than 24 hours; or
- (3) Is left on private property without the consent of the owner, occupant, or lessee thereof for longer than two hours; or
- (4) Is left on any public street or highway for longer than seven days or is determined by law

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enforcement to be a hazard to the motoring public.

APPROVED MOTOR VEHICLE COVER. A ready-fit cover made expressly for motor vehicles which will resist decay, mildew, and ultra-violet sunlight.

AUTHORIZING OFFICIAL: Any Forsyth County Sheriff's Deputy officer on duty that day, the Town Manager or his/her designee, are designated to authorize the removal of vehicles under the provisions of this chapter.

NUISANCE HAZARDOUS VEHICLE. A vehicle on public or private property that is determined and declared to be a health or safety hazard, a public nuisance, and unlawful, and including a vehicle found to be:

1. A breeding ground or harbor for mosquitoes, other insects, rats or other pests; or
 2. A point of heavy growth of weeds or other noxious vegetation over eight (8) inches in height;
- or
3. A point of collection of pools or ponds of water; or
 4. A point of concentration of quantities of gasoline, oil or other flammable or explosive materials as evidenced by odor; or
 5. One which has areas of confinement, such as trunks, hoods, etc., which cannot be operated from inside the area of confinement; or
 6. One so situated or located that there is a danger of it falling or turning over; or
 7. One which is a point of collection of garbage, food waste, animal waste, or any other rotten or putrescent matter of any kind; or
 8. One which has sharp parts thereof which are jagged or contain sharp edges of metal or glass;
- or
9. Any other vehicle specifically declared a health and safety hazard and a public nuisance by the Lewisville Town Council.

JUNKED MOTOR VEHICLE: As authorized and defined in §160A-303.2 of the North Carolina General Statutes, the term "Junked Motor Vehicle" means a vehicle that does not display a current license plate upon that vehicle and that:

1. Is partially dismantled or wrecked; or
2. Cannot be self-propelled or moved in the manner in which it originally was intended to move; or
3. Is more than five years old and appears to be worth less than five hundred dollars (\$500.00).

MOTOR VEHICLE OR VEHICLE: All machines designed or intended to travel over land by self-propulsion or while attached to any self-propelled vehicle.

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Section 6. 17-3 JURISDICTION. The provisions of this ordinance shall apply within the corporate limits of the Town of Lewisville.

Section 7. 17-4 ADMINISTRATION. The Forsyth County Sheriff's Office, the Town Manager or his/her designee shall be responsible for the administration and enforcement of this chapter.

A. The Forsyth County Sheriff's Office shall be responsible for administering the removal and disposition of vehicles determined to be "abandoned", "hazardous" or "junked" on the public streets and highways within the municipality and on property owned by the municipality.

1. Nothing in this ordinance shall be construed to limit the legal authority or powers of officers of the Forsyth County Sheriff's Office in enforcing other laws or in otherwise carrying out their duties.

B. The Town Manager or his/her designee shall be responsible for administering the removal and disposition of "abandoned," "hazardous" or "junked motor vehicles" located on private property. ~~The Town may, on an annual basis, contract with private tow truck operators or towing businesses to remove, store, and dispose of abandoned vehicles, hazardous vehicles and junked motor vehicles in compliance with this chapter and applicable state laws.~~

Section 8. 17-5 Abandoned vehicle unlawful; removal authorized.

A. Upon investigation, the proper ~~authorizing~~ **authorized** official of the Town, **pursuant to Section 17-4,** may determine and declare that a vehicle is an abandoned motor vehicle as defined above, and order the vehicle removed.

B. It shall be unlawful for the registered owner or person entitled to possession of a motor vehicle, or for the owner, lessee, or occupant of the real property upon which the vehicle is located to leave, cause or allow a motor vehicle to become an abandoned motor vehicle.

Section 9. 17-6 Hazardous vehicle unlawful; removal authorized.

A. Upon investigation, the proper ~~authorizing~~ **authorized** official of the Town, **pursuant to Section 17-4,** may determine and declare that a vehicle is a health or safety hazard and a hazardous vehicle as defined above, and order the vehicle removed.

B. It shall be unlawful for the registered owner or person entitled to possession of a motor vehicle, or for the owner, lessee, or occupant of the real property upon which the vehicle is located to leave, cause or allow such vehicle to remain on the property after it has been declared a hazardous vehicle.

Section 10. 17-7 Junked motor vehicle regulated; removal authorized.

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A. It shall be unlawful for the registered owner or person entitled to the possession of a junked motor vehicle, or for the owner, lessee, or occupant of the real property upon which a junked motor vehicle is located, to leave or allow the junked motor vehicle to remain on the property after the vehicle has been ordered removed.

B. Subject to the provisions of §17-7 A. of this section, upon investigation, the ~~Forsyth County Sheriff's Office, the Town Manager or his/her designee~~ **authorized official of the Town, pursuant to Section 17-4,** may order the removal of a junked motor vehicle as defined in this ordinance, from private property to a storage garage or storage area **after finding in writing that the aesthetic benefits of removing the vehicle outweigh the burdens imposed on the private property owner.** Such finding shall be based on a balancing of the monetary loss of the apparent owner against the corresponding gain to the public by promoting or enhancing community, neighborhood or area appearance. The following among other relevant factors may be considered:

1. Protection of property values;
2. Promotion of tourism and other economic development opportunities;
3. Indirect protection of public health and safety;
4. Preservation of the character and integrity of the community; and
5. Promotion of the comfort, happiness and emotional stability of area residents.

C. Permitted concealment or enclosure of junked motor vehicle.

1. One junked motor vehicle, in its entirety, may be located in the rear yard, as defined in the Town of Lewisville' Unified Development Ordinances, provided the junked motor vehicle is entirely concealed from public view from a public street and/or abutting premises by an approved motor vehicle covering. ~~The Forsyth County Sheriff's Office, the Town Manager or his/her designee~~ **authorized official of the Town, pursuant to §17-4,** has the authority to determine whether any junked motor vehicle is adequately concealed as required by this provision. The covering must remain in good repair and not be allowed to deteriorate. The covering or enclosure must be compatible with the objectives stated in ~~the preamble §17-1~~ of this ordinance.

2. Any additional junked motor vehicle shall be kept within a garage or similar structure that provides a complete enclosure so that the junked motor vehicle(s) cannot be seen from a public street and/or abutting property. Garages or similar structures mean either a lawful, nonconforming use or a structure erected pursuant to the lawful issuance of a building permit and which has been constructed in accordance with all zoning and building code regulations.

Section 11. 17-8 Removal of abandoned, hazardous or junked motor vehicles; pre-towing notice requirements; appeals.

A. Except as set forth in **§17-9** below, an abandoned, hazardous or junked vehicle which is to be

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removed, shall be towed only after notice to the registered owner or person entitled to possession of the vehicle. In the case of a hazardous vehicle or a junked motor vehicle, if the names and mailing addresses of the registered owner or person entitled to the possession of the vehicle, or the owner, lessee, or occupant of the real property upon which the vehicle is located can be ascertained in the exercise of reasonable diligence, the notice shall be given by first class mail.

1. Reasonable diligence shall include notification to the registered owner of the vehicle at his last known address according to the latest registration certificate or certificate of title on file with the North Carolina Division of Motor Vehicles; notice to the owner of real property as recorded in the Forsyth County Tax Office; notice to the owner, lessee or occupant. The person who mails the notice(s) shall retain a written record to show the name(s) and address(es) to which mailed, and the date mailed.

2. If such names and addresses cannot be ascertained or if the vehicle to be removed is an abandoned motor vehicle, notice shall be given by affixing on the windshield or some other conspicuous place on the vehicle a notice indicating that the vehicle will be removed by the Town on a specific date (no sooner than seven (7) days after the notice is affixed. The notice shall state that the vehicle will be removed by the municipality on specified date, no sooner than seven (7) days after the notice is affixed or mailed, unless the vehicle is moved by the owner or legal possessor prior to that time.

B. Appeals. The registered owner or person entitled to possessing a vehicle which has been determined to be an abandoned vehicle on private property, hazardous vehicle or junked motor vehicle who has received a notice pursuant to §17-8 that the vehicle will be removed may appeal the determination. Any appeal shall be made within ten (10) days upon receipt of the notice for removal of the vehicle as provided in §17-8. All appeals shall be made to the **Town Council Zoning Board of Adjustment** in writing. Appeals held pursuant to this section shall be conducted by the **Town Council Zoning Board of Adjustment** within forty-five (45) days after the receipt of a request for a hearing, and further proceedings to remove the vehicle shall be stayed until the appeal is heard and decided.

Section 12. 17-9 EXCEPTIONS TO PRIOR NOTICE REQUIREMENT.

A. The requirement that notice be given prior to the removal of an abandoned, hazardous or junked motor vehicle may, as determined by the authorizing official be omitted in those circumstances where there is a special need for prompt action to eliminate traffic obstructions or to otherwise maintain and protect the public safety and welfare. Such findings shall, in all cases, be entered by the **authorizing authorized official of the Town, pursuant to Section 17-4,** in appropriate written records.

B. Circumstances justifying the removal of vehicles without prior notice include:

1. Vehicles abandoned on the public streets. For vehicles left on the public streets and highways, the **authorized official of the Town, pursuant to Section 17-4,** hereby determines that immediate removal of such vehicles may be warranted when they are:

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- a. Obstructing traffic;
- b. Parking in violation of an ordinance prohibiting or restricting parking;
- c. Parked in a no-stopping or standing zone;
- d. Parked in loading zones;
- e. Parked in bus zones; or
- f. Parked in violation of temporary parking restrictions imposed under any Town ordinance.

2. Other abandoned or hazardous vehicles. With respect to abandoned or hazardous vehicles left on Town owned property other than the streets and highways and on private property, such vehicles may be removed without giving prior notice in those circumstances where the **authorizing authorized** official finds a special need for prompt action to protect and maintain the public health, safety and welfare. By way of illustration and not of limitation, such circumstances include vehicles blocking or obstructing ingress or egress to businesses and residences; vehicles parked in such a location or manner as to pose a traffic hazard, or vehicles causing damage to public or private property.

3. Vehicles left on private property. A vehicle may be removed that has been left on private property without the consent of the owner, occupant or lessee thereof for longer than two (2) hours and the owner, occupant or lessee has complied with **§17-9** of this ordinance, or in those circumstances where there is a finding of a special need for prompt action to eliminate traffic obstructions or to otherwise maintain and protect the public safety and welfare. Such findings shall, in all cases, be entered by the authorized official in the appropriate written records.

Section 13. 17-10 REMOVAL OF VEHICLES; POST-TOWING NOTICE REQUIREMENTS.

A. Any abandoned, hazardous or junked vehicle which has been ordered removed may, as directed by the proper authorizing official of the Town, be removed to a storage garage or area by the tow truck operator or towing business contracting to perform such services for the Town. Whenever such a vehicle is removed, the authorizing Town official shall immediately notify the last known registered owner of the vehicle, such notice to include the following:

1. A description of the vehicle;
2. The place where the vehicle is stored;
3. The violation with which the owner is charged, if any;

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4. The procedure the owner must follow to have the vehicle returned to him; and
5. The procedure the owner must follow to request a probable cause hearing on the towing.

B. The Town shall attempt to give notice to the vehicle owner by telephone; however, whether or not the owner is reached by telephone, written notice, including the information set forth in **§17-10 A. above**, shall also be mailed to the registered owner's last known address, unless the notice is waived in writing by the vehicle owner or his agent.

C. If the vehicle is registered in North Carolina, notice shall be given within twenty-four (24) hours. If the vehicle is not registered in the state, notice shall be given to the registered owner within seventy-two (72) hours of the removal of the vehicle.

D. Whenever an abandoned, hazardous or junked motor vehicle is removed and such vehicle has no valid registration or registration plates, the authorizing Town official shall make reasonable efforts, including checking the vehicle identification number to determine the last known registered owner of the vehicle and to notify him or her of the information set forth in **§17-10 A. above**.

Section 14. 17-11 RIGHT TO PROBABLE CAUSE HEARING BEFORE SALE OR FINAL DISPOSITION OF VEHICLE. After the removal of an abandoned vehicle, hazardous vehicle or junked motor vehicle, the owner or any other person entitled to possession is entitled to a hearing for the purpose of determining if probable cause existed for removing the vehicle. A request for hearing must be filed in writing with the County Magistrate designated by the Chief District Court Judge to receive such hearing requests. The Magistrate will set the hearing within seventy-two (72) hours of receipt of the request, and the hearing will be conducted in accordance with the provisions of North Carolina G.S. §20-219.11, as amended.

Section 15. 17-12 REDEMPTION OF VEHICLE DURING PROCEEDINGS. At any stage in the proceedings, including before the probable cause hearing, the owner may obtain possession of the removed vehicle by paying the towing fee, including any storage charges, or by posting a bond for double the amount of such fees and charges to the tow truck operator or towing business having custody of the removed vehicle. Upon regaining possession of a vehicle, the owner or person entitled to the possession of the vehicle shall not allow or engage in further violations of this ordinance.

Section 16. 17-13 SALE AND DISPOSITION OF UNCLAIMED VEHICLE. Any abandoned, hazardous or junked motor vehicle which is not claimed by the owner or other party entitled to possession will be disposed of by the tow truck operator or towing business having custody of the vehicle. Disposition of such vehicle shall be carried out in accordance with North Carolina G.S. §44A-1 through 44A-6.

Section 17. 17-14 CONDITIONS ON REMOVAL OF VEHICLES FROM PRIVATE PROPERTY. Except as provided in **§17-10 B**, as a general policy, the Town will not remove a vehicle from private property if the owner, occupant or lessee of such property could have the vehicle removed under

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applicable state laws. In no case will a vehicle be removed by the Town from private property without a written request of the owner, occupant or lessee, except in those cases where a vehicle is a hazardous vehicle or is a junked motor vehicle which has been ordered removed by the **authorized official of the Town, pursuant to Section 17-4,** pursuant to **§17-10 B.** The Town shall require any person requesting the removal of an abandoned, hazardous or junked motor vehicle from private property to indemnify the Town against any loss, expense or liability incurred because of the removal, storage, or sale thereof.

Section 18. 17-15 PROTECTION AGAINST CRIMINAL OR CIVIL LIABILITY. Any person who removes a vehicle pursuant to this chapter shall not be held liable for damages for the removal of the vehicle to the owner, lien holder or other person legally entitled to the possession of the vehicle removed; however, any person who intentionally or negligently damages a vehicle in the removal of such vehicle, or intentionally or negligently inflicts injury upon any person in the removal of such vehicle, may be held liable for damages.

Section 19. 17-16 EXCEPTIONS. Nothing in this Ordinance shall apply to any vehicle which meets the following conditions:

- A. The vehicle is located in a bone fide "automobile graveyard" or "junkyard" as defined in G.S. §136-143, in accordance with the Junkyard Control Act, G.S. §136-141 et seq.
- B. The vehicle is in an enclosed building;
- C. One (1) junked motor vehicle in its entirety, is located in the rear yard as defined by the Town's Unified Development Ordinance if the junked motor vehicle is entirely concealed from public view by an approved motor vehicle cover. The approved motor vehicle cover must remain in good repair and must not be allowed to deteriorate.
- D. The vehicle is on the premises of a business enterprise being operated in a lawful place and manner if the vehicle is necessary to the operation of the enterprise; or
- E. The vehicle is in an appropriate storage place or depository maintained in a lawful place and manner by the municipality.
- F. The motor vehicle is used on a regular basis for business or personal use.

Section 20. 17-17 UNLAWFUL REMOVAL OF IMPOUNDED VEHICLE. It shall be unlawful for any person to remove or attempt to remove from any storage facility designated by the Town any vehicle which has been impounded pursuant to the provisions of this ordinance unless and until all towing and impoundment fees which are due, or bond in lieu of such fees, have been paid.

Section 21. 17-18 SEVERABILITY. If any part of this ordinance or the application thereof to any person or condition is held invalid such invalidity shall not affect other parts of this ordinance or their

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application to any other person or condition, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 22. *Repeal and re-enactment of existing Removal and Disposition of Abandoned, Nuisance and Junked Motor Vehicles ordinance of the Town of Lewisville.* The rewriting of this Ordinance, in part, carries forth by re-enactment some of the provisions of the existing Removal and Disposition of Abandoned, Nuisance and Junked Motor Vehicles of the municipality and is not intended to repeal, but rather to reenact and continue in force such existing provisions so that all rights and liabilities that have been accrued are preserved and may be enforced. All provisions of *Chapter 17 Removal and Disposition of Abandoned, Nuisance and Junked Motor Vehicles* which are not reenacted are hereby repealed.

Section 23. 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; that the sections of this ordinance may be re-numbered or re-lettered; and that the word “ordinance” may be changed to “section”, “article”, “chapter” or other appropriate designation to accomplish such intention.

Section 24. This ordinance shall become effective upon its adoption.

Adopted this the xth day of xxx, 2021 by the Lewisville Town Council.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

**RESOLUTION 2021037 OF THE LEWISVILLE TOWN COUNCIL
ACCEPTING THE TREE AND BENCH DEDICATION PROPOSAL
FOR JACK WARREN PARK**

WHEREAS, the Lewisville Beautification Committee has worked diligently to beautify Jack Warren Park; and

WHEREAS, there is a need to provide shade along the walking path; and

WHEREAS, there is also a need to provide resting locations along the walking path; and

WHEREAS, this proposal by the Beautification Committee to provide tree and bench dedications will not only enhance the park but will also provide for the honoring or memorializing friends and family.

NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL accepts the Tree and Bench Dedication Proposal attached herein for Jack Warren Park and directs the staff to maintain all records pertaining to the program.

Adopted this the 13th day of May, 2021 by the Lewisville Town Council.

Mike Horn, Mayor

ATTEST:

Tree and Bench Dedication Proposal for Jack Warren Park

Date

Presented by

Lewisville Beautification Committee

Background: Many residents and others have inquired about dedicating a tree or bench at Jack Warren Park as a way to honor or memorialize a family member or friend. With the recent planting of trees along the walking trail in the park and the availability of benches, residents and others now have the opportunity to do this.

Purpose: Provide a method by which anyone may participate in the honoring or memorialization of a person or organization.

Participants: Residents, Families, Businesses and Others

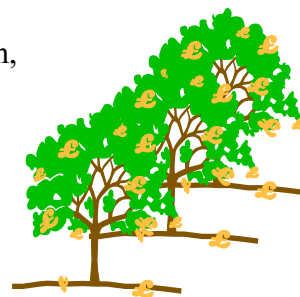
Costs: Donation of \$300.⁰⁰ per tree payable in a lump sum.

Donation of \$600.⁰⁰ per bench payable in a lump sum.

How It Works:

- * Selection of a tree/bench location is on a first come, first served basis from the attached Site Plan showing each tree/bench location.
- * Each location will include a dedication plaque.
- * Costs include: purchase of the tree or bench, materials for installation, installation, dedication plaques, town maintenance.
- * Records will be maintained by Town Hall.

Town of Lewisville offers the opportunity to memorialize or honor a person, family or organization while improving the Town's landscaping with its Tree and Bench Memorial/Honorary Program. Specially selected trees have been planted along the walking trail at JWP, and additional benches will be placed at various locations along the trail. These trees and benches will be marked with dedicatory plaques when they are selected for honoring or memorializing a person, family or organization.



You may select a location from the attached map for either a tree, bench or both. Return the form below to: **Town of Lewisville**

Town of Lewisville
PO Box 547
Lewisville, NC 27023

Name: _____
 Address: _____
 City: _____ State: _____ Zip Code _____
 Daytime Telephone: _____ Evening Telephone: _____
 Email address: _____

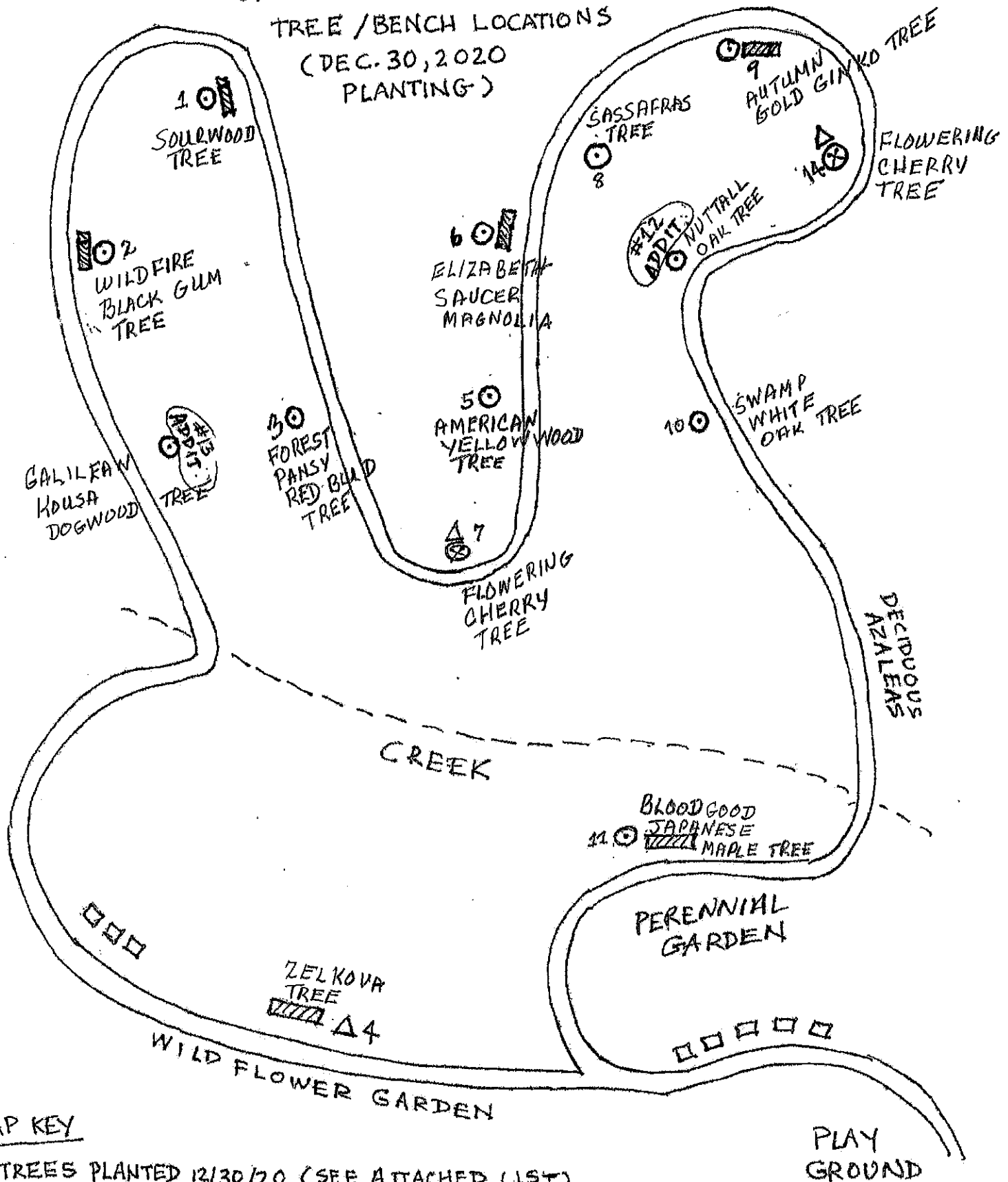
# Trees	____ @ \$300 each =	_____ Total	# Benches	____ @ \$600 each =	_____ Total
Payment Total _____			Payment Date _____		

Message may have up to 6 lines of 18 characters each. Spaces and punctuation count as characters.

[illegible]

JACK WARREN PARK

TREE / BENCH LOCATIONS
(DEC. 30, 2020
PLANTING)



MAP KEY

- ⊙ TREES PLANTED 12/30/20 (SEE ATTACHED LIST)
- △ PREVIOUSLY PLANTED TREES
- ⊗ EXISTING BENCHES
- ▤ PROPOSED BENCHES
- EXISTING SHRUBS

**RESOLUTION 2021028 OF THE LEWISVILLE TOWN COUNCIL
SETTING A PUBLIC HEARING FOR COMMENTS ON THE
2021-2022 BUDGET**

WHEREAS, the Town Manager presented the budget message to Council at their meeting on April 8, 2021; and

WHEREAS, the Town Council of Lewisville is in the process of reviewing the budget submitted for fiscal year 2021-2022; and

WHEREAS, Town Council has reviewed its budget meeting schedule; and

WHEREAS, the Town Council will have the proposed budget available electronically on the Town's web site; and

WHEREAS, a copy of the proposed budget will also be available at Town Hall.

NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL sets a public hearing pursuant to §159-12 to be conducted electronically originating at 6:00 pm in Room 110 at the Municipal Building located at 6510 Shallowford Road on Thursday, June 10, 2021 for the purpose of receiving public comment concerning the 2021-2022 fiscal year budget.

**RESOLVED AND EFFECTIVE UPON ADOPTION, THIS THE 13th DAY OF MAY, 2021 BY
THE LEWISVILLE TOWN COUNCIL.**

Mike Horn,
Mayor

ATTEST:

Joyce C. McWilliams Walker
Town Clerk

ORDINANCE 2021026 OF THE LEWISVILLE TOWN COUNCIL
ORDER TO COLLECT 2021 TAXES BY THE FORSYTH COUNTY TAX COLLECTOR

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE TOWN OF LEWISVILLE
IN ACCORDANCE WITH G.S.105-321 AND G.S. 153A-156
FOR THE COLLECTION OF 2021 TAXES

TO: JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM, VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF LEWISVILLE, TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF KING, TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2021 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2021 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobacoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Beeson's Cross Roads Service District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District, West Bend Service District, Downtown Winston-Salem Business Improvement District, Willow Run Municipal Service District, and Countywide Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

You are also hereby authorized, empowered and commanded to administer and to collect taxes on gross receipts derived from retail short-term leases or rentals of motor vehicles as set forth under G.S. 153A-156. You are hereby authorized to promulgate such rules and procedures necessary to administer these taxes which are not inconsistent or contrary to applicable law.

ORDINANCE 2021026 OF THE LEWISVILLE TOWN COUNCIL
ORDER TO COLLECT 2021 TAXES BY THE FORSYTH COUNTY TAX COLLECTOR

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years' taxes. County personnel presently in the Tax Collector's office continue to serve in their respective positions at the discretion of the Tax Collector.

WITNESS my hand and official seal, this the 13th day of May, 2021.

Mike Horn, Mayor
Town of Lewisville

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

**ORDINANCE 2021027 OF THE LEWISVILLE TOWN COUNCIL
ORDER TO COLLECT 2020 AND PRIOR YEARS TAXES
BY THE FORSYTH COUNTY TAX COLLECTOR**

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE TOWN OF LEWISVILLE
IN ACCORDANCE WITH G.S.105-373, G.S.105-321, AND G.S.105-330.3
FOR THE COLLECTION OF 2020 AND PRIOR YEARS' TAXES

TO: JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM, VILLAGE OF
CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF LEWISVILLE, TOWN OF RURAL
HALL, TOWN OF WALKERTOWN, CITY OF KING, TOWN OF KERNERSVILLE, TOWN OF
BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes remaining unpaid as set forth in the 2012 through 2020 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2012 through 2020 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobacoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Beeson's Cross Roads Service District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, Downtown Winston-Salem Business Improvement District, Willow Run Municipal Service District, and Countywide Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years' taxes. County personnel presently in the Tax Collector's office continue to serve in their respective positions in the discretion of the Tax Collector.

**ORDINANCE 2021027 OF THE LEWISVILLE TOWN COUNCIL
ORDER TO COLLECT 2020 AND PRIOR YEARS TAXES
BY THE FORSYTH COUNTY TAX COLLECTOR**

Taxes on registered classified Motor Vehicles for 2017 and prior years are deemed uncollectible; therefore, the Forsyth County Commissioners, pursuant to G.S. 105-373(h) do hereby relieve the tax collector of the charge of collecting taxes on registered classified motor vehicles listed pursuant to G.S. 105-330.3(a)(1) for 2017 and prior years.

WITNESS my hand and official seal, this the 13th day of May, 2021.

Mike Horn, Mayor
Town of Lewisville

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

Town of Lewisville

**Budget Amendment Ordinance 2021021
Amending Budget Ordinance 2020001**

Finance Department Use Only
<i>Budget Amendment Number: # 26</i>
<i>Finance Officer: PAM ORRELL</i>

<i>DEBIT</i>			<i>CREDIT</i>		
<i>CODE</i>	<i>ACCOUNT DESCRIPTION</i>	<i>AMOUNT</i>	<i>CODE</i>	<i>ACCOUNT DESCRIPTION</i>	<i>AMOUNT</i>
10-00-4110-6400	General Fund Governing Body - Contributions to Other Agencies	\$9,000.00	10-00-3990-9000	General Fund Fund Balance Appropriated	\$9,000.00

To donate to Senior Services for the Meals on Wheels Program to benefit 6 seniors living in the Town of Lewisville

RECOMMENDED By: Pam Orrell
Town Finance Officer

Approved and effective upon adoption, this the 6th day of May, 2021 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

**TOWN OF LEWISVILLE
ORDINANCE 2021023
AMENDING CAPITAL PROJECT ORDINANCE OF THE LEWISVILLE TOWN COUNCIL
COMMUNITY CENTER CAPITAL PROJECTS FUND**

WHEREAS, the Lewisville Town Council established the Capital Project Ordinance 2019023 for the construction of a new community center building; and

WHEREAS, the Town of Lewisville engaged ADW Architects of Charlotte to conduct a pre-design study to assess the size, placement, cost estimations, and programming of a new community center; and

WHEREAS, appropriations were made in the amount of \$16,000 for this project; and

WHEREAS, the Lewisville Town Council amended Ordinance 2019023 by approving Ordinance 2019045 at their meeting on October 10, 2019, to move forward to the next phase of design work with ADW Architects and amended Sections 3 and 4 in an amount of \$379,000; and

WHEREAS, additional information has been received that requires an additional amendment to Sections 3 and 4 of the Community Center Capital Project Ordinance; and

WHEREAS, in November 2019, Sections 3 and 4 amended Ordinance 2019023 in the amount of \$28,200 to appropriate funds for design by approving Ordinance 2019052; and

WHEREAS, appropriations were made by amendment to Sections 3 and 4 to Ordinance 2019023 to complete this project; and

WHEREAS, funds in the amount of \$4,094,725 were appropriated in August 2020 in order to move to the construction phase of this project; and

WHEREAS, appropriations were made by Ordinance 2020053 to Sections 3 and 4 to amend Ordinance 2019023 in the amount of \$159,437 in order to fund Change Order #1 from Fairwood Construction, LLC to construct a bio-cell pond on the site of the new Community Center.

WHEREAS, appropriations were made by Ordinance 2021005 to fund Change Order #2 from Fairwood Construction, LLC in the amount of \$112,031.⁰⁰ to fund additional costs related to market adjustments in the cost of lumber; and

WHEREAS, appropriations were made by Ordinance 2021019 in the amount of \$26,550.⁰⁰ to install an irrigation system on the property of the Mary Alice Warren Community Center; and

WHEREAS, appropriations were made by Ordinance 2021019 to expand the budget for kitchen appliances and shelving in the amount of \$7,632.⁰⁰; and

WHEREAS, appropriations were made by Ordinance 2021019 to expand the IT budget in the amount of \$7,542.⁰⁰ for a network cabling package and to install a network rack in the server room; and

**TOWN OF LEWISVILLE
ORDINANCE 2021023
AMENDING CAPITAL PROJECT ORDINANCE OF THE LEWISVILLE TOWN COUNCIL
COMMUNITY CENTER CAPITAL PROJECTS FUND**

WHEREAS, appropriations were made by Ordinance 2021019 to expand the budget for outdoor site lighting in the amount of \$26,630.⁰⁰; and

WHEREAS, funds will need to be appropriated to increase the AV budget by \$13,190.⁰⁰; and

WHEREAS, funds will need to be appropriated to increase the furniture budget by \$36,200.⁰⁰.

NOW THEREFORE BE IT ORDAINED THAT the following appropriations are being made to Sections 3 and 4 of Ordinance 2019023 to complete this project:

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

Furniture & Equipment	52-00-4110-6002	\$ 49,390
	Total Expenditures	<u>\$ 49,390</u>

Section 4. The following revenues are anticipated to be available to complete this project:

Transfer from General Fund	52-00-3980-0000	\$ 49,390
	Total Revenues	<u>\$ 49,390</u>

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

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

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

Adopted this the 6th day of May, 2021 by the Lewisville Town Council.

Mike Horn,
Mayor

ATTEST:

Joyce C. McWilliams Walker
Town Clerk

Town of Lewisville

**Budget Amendment Ordinance 2021024
Amending Budget Ordinance 2020001**

Finance Department Use Only
<i>Budget Amendment Number: # 27</i>
<i>Finance Officer: PAM ORRELL</i>

DEBIT			CREDIT		
CODE	ACCOUNT DESCRIPTION	AMOUNT	CODE	ACCOUNT DESCRIPTION	AMOUNT
	General Fund			General Fund	
10-00-4110-4994	Governing Body - Transfer to Community Center Capital Project	\$49,390.00	10-00-3990-9000	Fund Balance Appropriated	\$49,390.00

To transfer additional funds to the Community Center Capital Project to increase the budget for AV and furniture

RECOMMENDED By: Pam Orrell
Town Finance Officer

Approved and effective upon adoption, this the 6th day of May, 2021 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

**RESOLUTION 2021030 OF THE LEWISVILLE TOWN COUNCIL
AWARDING CONTRACT FOR
SECURITY AND CCTV FOR THE MARY ALICE WARREN COMMUNITY CENTER**

WHEREAS, there is a need for the Town to provide security monitoring at the Mary Alice Warren Community Center; and

WHEREAS, it is prudent to integrate the Town's system of access into the new Mary Alice Warren Community Center upon completion of construction; and

WHEREAS, it is also prudent to provide for the security hardware and CCTV materials in preparation for completion of the project; and

WHEREAS, the cost to move forward with security and CCTV for the project is \$53,088.⁰⁰.

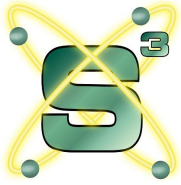
NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL awards the contract to Sage Security Solutions of Mooresville, NC to complete this project at a cost of not more than \$53,088.⁰⁰ (Fifty-three thousand eighty-eight dollars and no cents) and authorizes and directs the Town Manager to execute the contract attached hereto.

Adopted this the 6th day of May, 2021 by the Lewisville Town Council.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk



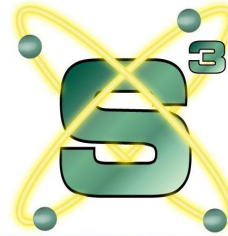
Sage Security Solutions LLC

1451 Mount Ulla Hwy
Mooresville, NC 28115

Estimate

Date	Estimate #
4/28/2021	2100

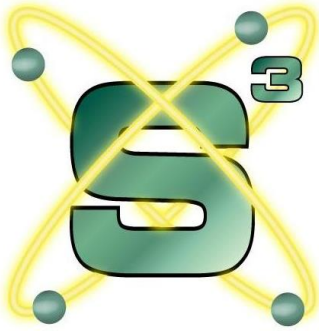
Name / Address
Town Of Lewisville 6510 Shallowford Rd. Lewisville, NC 27023



- 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 - New Community Center - Security and CCTV			
Access Control - 12 Access Control Doors -To include necessary non-electrified hardware, software, labor, and Universal Central Power Supply for locking hardware.		31,200.00	31,200.00T
Cameras 5MP Turret Style Camera with Mounting Hardware	12	798.00	9,576.00T
8TB Network Video Recorder with 480Mbps throughput, Dual NIC, 21MP Panoramic Compatible, i7 Processor, Windows 10, 4 Recording Licenses	1	5,600.00	5,600.00T
One Time Video Recording License	8	89.00	712.00T
24 Port Gigabit POE Network Switch	1	1,000.00	1,000.00T
Misc Wire, Connectors, Hardware	1	1,000.00	1,000.00T
Labor Hour	50	80.00	4,000.00
Scope of Work: Sage Security Solutions will provide and install necessary hardware (electrified hardware to be by others) to enable access control of 12 doors in the new facility. Sage to provide and install a central universal power supply for locking hardware. Wire pathways to locking hardware to be by others. To be connected to existing Protege GX access control network. 12 HD IP cameras and necessary recording and networking hardware to be installed. All programming, testing, and training to be included. * Quotes/Estimates valid for 60 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. * ** Required Permit Fees to be added to Invoice **			
Phone #	Fax #	E-mail	Subtotal
704-799-8652	704-660-6017	Service@sagesecuritysolutions.com	\$53,088.00
Approval Signature _____			Sales Tax (7.0%)
			\$3,436.16
			Total
			\$56,524.16



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

CONTRACT for: Town Of Lewisville

Re: Estimate # 2100

Date: April 28, 2021

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 60 days. After 60 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*

4/28/2021

Sage Security
Representative

Date

Philip Morgart

Manager

Name (Print)

Title

**RESOLUTION 2021031 OF THE LEWISVILLE TOWN COUNCIL
AWARDING CONTRACT FOR
AUDIO VISUAL SYSTEMS FOR THE MARY ALICE WARREN COMMUNITY CENTER**

WHEREAS, there is a need for the Town to provide audio visual equipment and systems at the Mary Alice Warren Community Center; and

WHEREAS, it is prudent to provide as much pre-wiring and equipment necessary prior to the close-in of walls; and

WHEREAS, it is also prudent to provide for any other additional associated equipment to support the total audio/visual system design; and

WHEREAS, the cost to move forward with the audio/visual portion of this project is \$123,065.⁰⁰.

NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL awards the contract to Clark Powell of Winston-Salem, NC to complete this project at a cost of not more than \$123,065.⁰⁰ (One hundred twenty-three thousand sixty-five dollars and no cents) and authorizes and directs the Town Manager to execute the contract attached hereto.

Adopted this the 6th day of May, 2021 by the Lewisville Town Council.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk



Audiovisual Proposal

TOWN OF LEWISVILLE
LEWISVILLE COMMUNITY CENTER
4/7/21
E214.LW

Submitted By:
Lee White
336-462-1731
lwhite@clark-powell.com



This report contains proprietary data and concepts. All information contained in this document is the intellectual property of ClarkPowell and represents a significant investment of time and resources. It is not to be shared with any other A/V Systems Integrator. This document has been provided for review to Town of Lewisville representatives only. Use of any ideas, design concepts or drawings for any other purpose without written approval from ClarkPowell will result in a compensatory fee



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Executive Summary

The Town of Lewisville is building a new Community Center to serve the needs of the local community better. The community center will have a large multipurpose space that will be used for showing movies or hosting multiple meetings at the same time by various groups. Other spaces in the building with AV technology include conference and activity rooms and distributed sound for background music in the Entry and Gallery.

The following report represents ClarkPowell's recommendations to the Town of Lewisville for new audiovisual (AV) systems for these spaces. This report has been based on detailed needs analysis performed by Gary Bennett. The information contained herein describes turnkey AV solutions that will suit the needs of the client based on the system requirements.

About ClarkPowell

Founded thirty-four years ago, ClarkPowell is the region's most experienced audiovisual integrator. Our sales, engineering and technical services staff average over twenty-five years of experience. We specialize in design, integration, installation and maintenance of audiovisual and broadcast systems. ClarkPowell serves a diverse set of clients in the corporate, education, medical, broadcast, worship and government sectors. Some of the clients that we have successfully partnered with are highlighted in the below "project expertise" section. Our technical services team is manufacturer certified and uniquely qualified to support our clients.

- Company founded in 1983
- Headquartered in Winston-Salem, NC
- Covering North and South Carolina
- Offices in Charlotte, Raleigh, Winston-Salem and Columbia
- 60 full-time employees
- Woman-Owned Business
- AVAQ Certification
- Infocomm APEX Certification
- PSNI member since 1986
- NSCA member
- NCTA member

Quality commitment



Susan (Clark) Pinch
President

ClarkPowell is committed to providing the highest level of service at a reasonable price. It is our goal to design and install a system that best suits your needs and to keep your equipment running at peak performance with regular inspections and maintenance, thus minimizing any downtime. Your complete satisfaction is our guarantee!

Experience Matters

ClarkPowell has the most experienced group of Account Managers and Audio Visual Designers in North and South Carolina.

Industry Affiliations / Charities

InfoComm



InfoComm International is the trade association representing the professional audiovisual and information communications industries worldwide. Established in 1939, InfoComm has more than 5,000 members, including manufacturers, systems integrators, dealers and distributors, independent consultants, programmers, rental and staging companies, end users and multimedia professionals from more than 80 countries.

PSNI



PSNI (Professional Systems Network International) is a one-of-a-kind solution network comprised of a select group of award-winning independently owned companies throughout North America. Collectively, the companies of PSNI generate in excess of \$1 Billion in annual revenue from locations throughout North America and supported by over 1900 employees nationwide.

NSCA



NSCA (National System Contractors Association) is the leading not-for-profit association representing the commercial electronic systems industry. The National Systems Contractors Association is a powerful advocate of all who work within the low-voltage industry, including systems contractors / integrators, product manufacturers, consultants, sales representatives, architects, specifying engineers and other allied professionals.

AQAV



AQAV (Association for Quality in AV Technology) is a non-profit organization that is dedicated to improving the operational art of designing and installing audio visual technology. Engineered audio visual systems continue to become more complex and difficult to integrate. By focusing on the quality management of these systems, and of those who design and install them, we can benefit the AV industry and all its stakeholders: including clients and users of AV technology, AV designers and installers, equipment manufacturers, related construction and architectural firms, and the environment.

NCTA



NCTA (North Carolina Technology Association) is focused on advancing the state's tech industry. NCTA has 750+ member companies, organizations and institutions representing more than 150,000 North Carolina based employees. NCTA brings together executives around the business of technology for peer interaction, educational programming, information share, relationship building and networking.

IFMA



Founded in 1980, IFMA is the world's largest and most widely recognized international association for facility management professionals, supporting more than 24,000 members in 94 countries. The association's members, represented in 130 [chapters](#) and 17 [councils](#) worldwide, manage more than 37 billion square feet of property and annually purchase more than US\$100 billion in products and services.

Susan G. Komen Breast Cancer



The Susan G. Komen mission is pretty simple: to save lives and end breast cancer forever. How they do it...well, that's a bit more complex. They educate, support research, offer grants that provide financial and emotional assistance and advocate for better breast cancer policy.

Training and Accreditation

APEX Provider



As an APEX (Audiovisual Provider of Excellence) company, ClarkPowell meets or exceeds the requirement set forth in ANSI/INFOCOMM standards. As an APEX company we are recognized for providing the highest levels for system design, installation and service. There are currently less than fifty companies nationwide that have earned the APEX designation.

Certified Technical Specialist (CTS)



A Certified Technology Specialist (CTS) performs general technology solution tasks by creating, operating, and servicing AV solutions as well as conducting AV management activities that provide for the best audiovisual resolutions of the client's needs, both on time and within budget.

Certified Technology Specialist — Installation (CTS-I)



A Certified Technology Specialist — Installation (CTS-I) installs and maintains audiovisual systems by following specifications, schematics, codes, and safety protocols; administering installation process logistics; troubleshooting and problem-solving systems; maintaining tools and equipment; and communicating with clients, designers, other trades, installers, and staff to provide the best audiovisual solutions for client needs, on time and within budget.

Certified Technology Specialist — Design (CTS-D)



A Certified Technology Specialist — Design (CTS-D) is an AV systems designer who assesses client's needs, designs AV systems, prepares AV design documents, and coordinates and collaborates with other professionals to create AV systems that satisfy clients' requirements.

Manufacturers' Certifications

ClarkPowell technicians maintain manufacturer certifications from these and other AV component suppliers.



Key Technical Personnel Qualifications Summary



Mike Parks, CTS Mike is our Director of Technical Operations. He began his AV career in 1985, working his way up from Service Tech to Service Manager for a nationwide telecom company in the United Kingdom. He held various roles for a Fortune 500 company with operations around the world, including Head of Multimedia Operations, Director of Engineering and Head of Multimedia Production. Mike started with ClarkPowell in 2013 and brings with him a wealth of experience in operations, engineering, system design and customer-focused service. Mike was instrumental in the founding of the AV User Group, whose membership comprises senior corporate decision makers from Fortune 500 companies, with chapters in the UK and more Tech

System Designers

Our system designers remain up to date with the latest audiovisual technologies, recommend the equipment most appropriate for your system, create schematic drawings, program control systems, and interface with all of our project managers and site technicians to ensure that end-product results are consistent with design intent. Our system designers are all highly experienced in providing system design and are assigned to projects that best match their diverse professional knowledge (audio, presentation, or broadcast systems, to name a few).



Bob "Cos" Carswell A ClarkPowell employee since 1985, "Cos" is a senior designer with strong knowledge of complex AV distribution and routing systems. He has designed video front ends for sports applications; video production projects for government, worship, and corporate entities; large scoreboard systems for arenas; network operations centers for traffic control / EMS; and video production / distribution for corporate communications, medical training, and higher-education facilities. Cos is a Crestron DMC-D DigitalMedia Certified Designer.



David Mattix, CTS-D Coming from a strong audio background, David began working for ClarkPowell in 2009. Before transitioning into the AV business, he worked as a recording engineer in Los Angeles for five years. He is specialized in Biamp and Polycom, as well as Crestron DM systems. David is Biamp certified and a Crestron DMC-D (DigitalMedia Certified Designer), with an audio degree from Full Sail University.



Mark Skiver, CTS-D With a Navy electronics background, Mark came to ClarkPowell in 1988. As a system designer, he has devised a wide scope of video production and AV projects. Large projects have included medical training facilities, houses of worship, higher-education studios and classrooms, corporate video-production facilities, and government/military sites. Mark is a Crestron DMC-D (DigitalMedia Certified Designer) and a Syn-Aud-Con Audio Technician.



Steven “Woody” Woodard, CTS-I “Woody,” with ClarkPowell since 2007, is a system designer with a strong installation background. He has been in the AV industry since 1997 and has gained extensive experience with a wide variety of systems, including network operations center video-wall applications, videoconferencing and teleconferencing systems, and auditorium/meeting-room applications for commercial and government agencies. Certifications include Extron Certified A/V Associate, Extron Certified Control Associate, Clear One Certified Technical Specialist, and Clarity Qualified Service Technician.



Tyrone Wilson, CTS Tyrone joined the AV industry in 2001 and over the next 14 years he assumed roles as an A/V Consultant and Systems Designer in the Atlanta and D.C. area markets. During this period he was primarily focused on AV Design and Engineering for clients in the sports & entertainment industry, the corporate arena, higher education and U.S. Government markets. Tyrone also holds a Crestron DMC-E-4K (DigitalMedia Certified Engineer) certification.

Project Managers

Project managers are the key point of contact for clients and other trades involved with installation. They manage all technical aspects of a project — from notice to start all the way through to final approval and confirmation that the job is completed to the customer’s satisfaction. Our project managers handle all projects in NC and SC, and are highly experienced in working with all of our teams on a variety of project types.



Phil Goodman With a Navy electronics and construction background, Phil began employment with ClarkPowell in 1997. His system strengths include video systems for worship, medical training, and government applications, as well as videoconferencing for corporate entities. In addition, Phil is an experienced on-site- and bench-repair technician.



Richie Griffith After entering the technology industry in 1999, Richie honed his skills in business and project management, cutting his teeth first as a technician in data center integration. After moving to the role of project manager, Richie oversaw large scale data, AV and broadcast integration projects, and later served as a contractor/consultant managing multimillion-dollar low-voltage projects for Homeland Security, Washington D.C. Transit Authority, Fox News, NASCAR and Sirius Satellite Radio. In 2012, Richie made ClarkPowell his permanent home. He is also Crestron DMC-T certified.



Lance Malaney, CTS Began his AV career in 1991 working in the Government VTC arena including projects for the Dept. of Energy, Social Security Administration, IRS, Army, Air Force, and other government agencies across the continental US. During his career Lance worked as a Lead Technician, Installation and Service Manager, and in the Engineering and Proposal departments. Lance became part of the ClarkPowell team in 2015 as a Project Manager.



Jeff Smith, CTS-D Jeff Started working in Audio Visual in 1987 when he worked as a Combat Camera and Documentation Specialist as a member of the United States Air Force. Since then he has worked on a wide variety of projects from broadcast television through to sporting arenas and large houses of worship. He started his AV career as an installation technician and has been a project manager for the last several years making ClarkPowell his home in 2017.

Programmers

Programmers hold vendor certification in the design and programming of control systems. Our programmers are based to provide complete coverage in NC and SC. With the wide range of clients in our market area, our programmers are highly experienced in working to provide complete satisfaction while interfacing with the rest of our project teams.



Dave Lynn In 1986, Dave entered the world of AV, running staging operations for corporate events in hotels and convention centers. In 2002, he began developing user interfaces and control systems for residential and corporate environments. Dave came to ClarkPowell in 2011 and expanded these skills for audio/video teleconferencing systems and multimedia presentation systems, higher-education and corporate institutions. Certifications include Certified Crestron Control System Programmer, Microsoft MCSE, Exchange Server MCP A+ Certified, and Crestron DMC-D (DigitalMedia Certified Designer).



David Montgomery, Crestron Gold Master Programmer Before coming to ClarkPowell in 2012, David kicked off his career in professional AV after earning his Associates Degree, Electronic Engineering in 1995. After concentrating in audio applications, he transitioned into systems control programming in 2000. David also holds AMX-ACE and Crestron DMC-E certifications.



Greg Soli Greg entered the AV industry in 1998 as an installation technician/programmer for Innovative Systems, a high-end residential integration firm in Charlotte, NC. He quickly climbed the ladder and became the head of the programming department where he designed and programmed control systems for luxury homes. Greg maintained his role in the residential market until joining Clark-Powell in 2016. Greg's certifications include Crestron Level 3 Programming, Crestron DMC-D-4K, Microsoft MCSE, Microsoft MCDBA.

Video Network Specialist



Jim Pinch Upon being hired in 1997 as a video network specialist, Jim was already a seasoned computer technician, having started his career in 1978. He has an extensive computer, networking, and AV conferencing background. His strengths include video-across-networks and digital signage applications. He is a Polycom- and Cisco-certified technician for ClarkPowell-represented products.

Technical Services Manager



Michael Sorenson Michael earned his Bachelor of Science in Accounting from UNC-Greensboro in 1997. He started working for Clark Powell in 2009 new to the AV industry. Utilizing previous experience in event productions he learned the ropes quickly. Soon after he was promoted to Lead installer and was successful in leading high value projects for the company. Due to Michael's proven skills at organization and logistics, Michael became the Technical Service Coordinator in 2014, coordinating our installation teams, project managers, engineers, and service technicians throughout the Carolinas.

Service and Quality Assurance Coordinator



Brian Koopman, CTS has specialized in managing high value audiovisual projects since 2010. Brian received his Bachelor of Science in Business Administration from Greensboro College in 2010. He earned his Certified Technology Specialist (CTS) certification in 2013, then obtained an Electronic/Communication Service (ESC) Contracting License and a Contractor Class A License for Virginia in 2015. In 2016 he moved into a Technical Account Manager position for a SWaM certified micro business located in northern Virginia. Brian is responsible for tracking all of our warranties and Service Contracts, scheduling preventative maintenance visits and overseeing our Quality Assurance program.

Prebuild Manager



David Hunter David is an Expert in Control Room and Rack Integration with 15 years of experience ranging from Multi-Media Presentation and Video-teleconferencing to Video Production Systems. David heads our prebuild department ensuring quality rack construction, commissioning and testing. This approach means that on-site installation is kept to a minimum and our racks arrive at our client's sites ready to plug in and go. David is also certified in Crestron-DMC-T, and Extron Control Systems.

Resource Estimator



Brandon Boseman, CTS Brandon has been working in the AV industry since 2000. Starting as a technician he worked his way to project management in 2005. AV design has always been interesting to Brandon so eventually he transitioned into engineering and estimating. Brandon holds DMC-T, Cisco, Polycom, and Extron certifications and holds secret security clearance with the Department of Defense.

CAD Designer



Richard Kessinger, CTS Richard is an Autodesk trained CAD draftsman, with seven years of audiovisual industry experience in the Washington DC area. Richard relocated to North Carolina after joining Clark-Powell in 2015 to head up our Drafting team.

Post-Production Specialist



Warren Baker Warren has been with Clark-Powell for 16 years. He is an Avid Certified ACSR with certifications in Media Composer and Shared Storage, and is our Tricaster and Broadcast Pix specialist. Warren focuses on providing our clients with end to end media capture, production, graphical overlays, storage and distribution networks infrastructure.

System Installers and Service Technicians

System installers install, configure, integrate, and test completed systems according to specified system diagrams. After installation, they provide end-user training. Our system installers provide complete coverage in both NC and SC, and interface with all other members of our project teams to insure quality and continuity. Our install team participates in manufacturer, company-provided, and industry training to remain up-to-date on products and technological advances.

Installation Leads

- | | |
|------------------------|---|
| • Greg Jenkins, CTS-I | 23 years in the AV industry. ClarkPowell since 2012 |
| • Stephen Tyler, CTS-I | 21 years in the AV industry. ClarkPowell since 2017 |
| • Steve Smith | 19 years in the AV industry. ClarkPowell since 2005 |

Installation Technicians

- | | |
|-------------------|--|
| • Sammy Sluss | 7 years in the AV industry. ClarkPowell since 2017 |
| • Michael Garasic | 6 years in the AV industry. ClarkPowell since 2015 |
| • Jon Lynch | 6 years in the AV industry. ClarkPowell since 2016 |
| • Ashley Parks | 2 years in the AV industry. ClarkPowell since 2015 |
| • Larry Kibler | 2 years in the AV industry. ClarkPowell since 2016 |
| • Aaron Self | 2 years in the AV industry. ClarkPowell since 2017 |

Service technicians provide warranty and service support throughout NC and SC. They are all highly experienced in evaluating service needs and providing onsite client support, backed up by our help desk and online client service ticketing portal.

Service & Repair Technicians

- Carl Porner 40 years in the AV industry. ClarkPowell since 1983
- Kenny Burwell, CTS 28 years in the AV industry. ClarkPowell since 2002
- Mike Meeks 26 years in the AV industry. ClarkPowell since 2005
- John Mottet 14 years in the AV industry. ClarkPowell since 2015
- Doug Tullis 11 years in the AV industry. ClarkPowell since 2011

Project Expertise – Notable Recent Projects

Completion Date	Industry	Company	Project Cost Dollars	Project Description
2017	Government	Wayne County AG Convention Center	595,000	Classrooms, Assembly Hall, Meeting Spaces, Demo Kitchens
2017	Higher Education	Clemson University Design Center	202,000	AV Classrooms
2017	Higher Education	Medical University of South Carolina	124,000	Telehealth AV Systems
2017	Higher Education	Guilford Technical Community College	223,000	47-Room Upgrade
2017	Higher Education	North Carolina State University	105,000	Delta Center for Technology
2017	Higher Education	University of South Carolina Law Center	194,300	AV Installation Services
2017	Corporate	National Bank, HQ in Charlotte*	118,667	Production Equipment
2017	Corporate	Synechron	321,000	Multiple meeting spaces, huddles and boardroom
2016	Higher Education	North Carolina A&T University	252,000	AV Classrooms and VTC Systems
2016	Higher Education	Clemson University	1,500,000	Watt Family Center
2016	Higher Education	Clemson University	434,000	Restoration Center Classroom AV Systems
2016	Higher Education	Duke University	197,000	Engagement Center Renovation
2016	Higher Education	Medical University of South Carolina	152,000	Digital AV Upgrades
2016	Higher Education	North Carolina School of Math and Science	634,000	Production Studio Upgrades to HD
2016	Corporate	Atlantic Coast Conference	201,000	Non-Linear Editing Suite Upgrades
2016	Corporate	Ingersoll Rand	600,000	AV Upgrades
2016	Higher Education	Francis Marion University	451,000	Classroom, Meeting Room, Boardroom AV Install
2016	Corporate	Carolina Panthers	303,000	Production Package
2016	Corporate	Carolina Panthers	385,000	Editing Production Package Upgrade
2016	Corporate	National Bank, HQ in Charlotte*	879,000	Command Center
2016	Higher Education	Edgecombe Community College`	827,000	Simulation Center
2016	Higher Education	Edgecombe Community College	870,000	Biotech and Medical Simulation Center

Notable Clients

Corporate

- Bank of America
- BE Aerospace
- Carolina Panthers
- Caterpillar, Inc
- Centurylink
- Diversified Investment Group
- Duke Energy
- General Dynamics
- Honda Aircraft
- Ingersoll Rand
- McKesson
- Mecklenburg Bar Foundation
- Ogletree, Deakins, Nash & Smoak
- Piedmont Natural Gas
- Premier, Inc
- Rexel
- Robinson Bradshaw
- Roundpoint Financial Group
- SAS Institute
- Showstopper
- Wells Fargo

Higher Education

- ACC – Atlantic Coast Conference
- Appalachian State University
- Beaufort County Community College
- Clalflin University
- Catawba College
- Charlotte School of Law
- Clemson University
- Coastal Carolina University
- Davidson Community College
- Duke University
- Edgecombe Community College
- Elon University
- Forsyth Technical Community College
- Guilford Technical Community College
- Midlands Technical College
- NC A&T University
- North Carolina State University
- NCSU Athletic Department
- Trident Technical Community College
- University of South Carolina
- UNC – Charlotte
- UNC – Wilmington
- USC Athletic Department
- USC – Beaufort
- Wilkes Community College

Military

- Camp Lejeune

Medical

- Medical School of South Carolina
- Greenville Hospital Systems
- Roper St Francis Healthcare
- Palmetto Health
- Cardinal Innovations Healthcare
- Wake Forest Baptist Medical Center
- Lexington Medical Center

K-12 Education

- Alamance – Burlington School District
- Berkeley County Schools
- Charlotte Country Day School
- Davie County Schools
- Hertford County Schools
- Iredell – Statesville Schools
- Johnston County Schools
- Richlands County School District
- Winston-Salem / Forsyth County Schools

Government

- Buncombe County
- City of Greensboro
- Forsyth County
- South Carolina Criminal Justice Academy
- South Carolina Dept. Employment Workforce
- South Carolina Vocational Rehabilitation
- Union County
- Wayne County

Worship

- Calvary Church
- Grace Covenant Church
- Hayes Barton Baptist Church
- Living Church of God
- North Carolina United Methodist
- North Raleigh Christian
- Providence Baptist Church Conference
- Word of Life Tabernacle

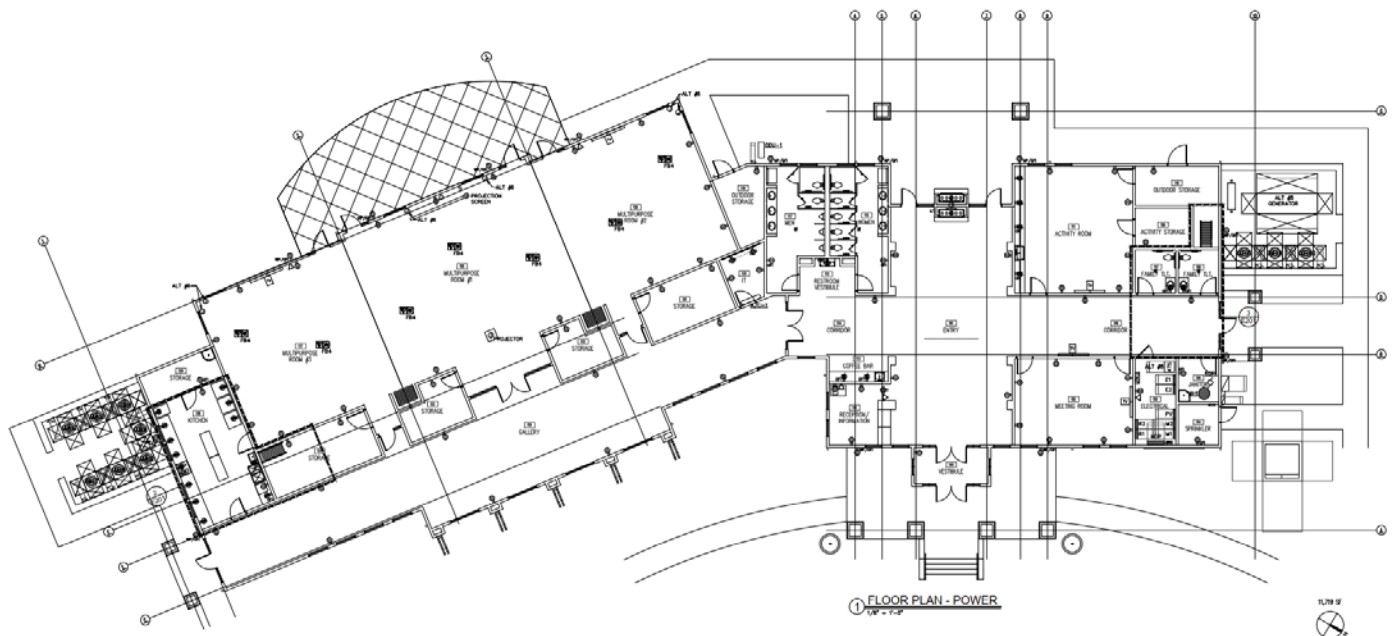
Industry Accepted Standards

Display Size Recommendations

ClarkPowell adheres to the International Communications Industry Association (ICIA) guidelines for proper display viewing when working with clients on a system design. These guidelines (based on actual physics) are meant to give end users a clear understanding of what type of performance they can expect from their display systems. The following criteria are based on the various sizes of displays that the client may need for the systems.

Proposed Screen / Display	Screen Viewing Height	Maximum Viewing Distance For Spreadsheets / Web-sites	Maximum Viewing Distance For PowerPoint	Maximum Viewing Distance For Video Applications
220 in. Diagonal Screen 16:10	~115 in.	~36 ft.	~54 ft.	~75 ft.
165 in. Diagonal Screen 16:10	~87 in.	~29 ft.	~43 ft.	~58 ft.
123 in. Diagonal Screen 16:10	~65 in.	~22 ft.	~33 ft.	~44 ft.
113 in. Diagonal Screen 16:10	~60 in.	~20 ft.	~30 ft.	~40 ft.
109 in. Diagonal Screen 16:10	~57.5 in.	~19 ft.	~29 ft.	~39 ft.
94 in. Diagonal Screen 16:10	~50 in.	~17 ft.	~25 ft.	~34 ft.

Areas of Work



Scope of Work

The following requirements are directly reflected in the pricing supplied by ClarkPowell. Any deviation from these system requirements either in equipment specification or functionality would require a pricing adjustment.

Multipurpose Room

The Multipurpose Room (MPR) is a large divisible space that could be divided into three separate rooms, each capable of operating independently to support three simultaneous meetings. Each meeting space will be supported by a ceiling mounted laser projector and electric projection screen for displaying laptop presentations. Wireless microphones and a sound system will be installed for both laptop program audio and voice reinforcement. Each room will have an independent touch panel for controlling the AV equipment.

Projector: A ceiling mounted 6500 lumens; laser projector will be installed in the center MPR meeting room. This Sony high-definition (1920x1200) laser projector is low-maintenance (20,000-hour laser) and has a large installation base with proven track record for performance and value.



Projection Screen: A Da-Lite ceiling recessed electric 87" high, 16:10 projection screen will be installed in the middle room. The image size is designed to view website or excel spreadsheet content at 29'. The projection screens case will reside above the drop-ceiling. The Matt White screen will be lowered by the touch panel controller located in each room.



The left and right side rooms will have an 86" Commercial grade display that can show the same content as the middle room or can be divided into separate rooms and show their own content.

Laptop Connectivity: Each of the MPR rooms will have a wall-mounted HDMI laptop input connection plate installed at outlet height. The laptop connection plate is usually located on the front wall in the center of the room. The exact location will be determined by the client's preference. The connection plate will accept a laptop signal from both HDMI and VGA sources.



Wireless presentation: A Barco CClickshare will be added for wireless presentation in the MPR. It can be routed to any of the three rooms.

Wireless Microphone: Each MPR room will have a wireless handheld or wireless lapel microphone for usage during a divided room presentation. This approach gives the guest speaker the choice of wearing either a wireless lapel microphone or holding a traditional handheld wireless microphone during their presentation. The lapel and handheld wireless microphone cannot be used at the same time in a divided room session.

In a large, combined room meeting, any combination of three wireless microphones can be used simultaneously. For example, a guest speaker could wear the lapel wireless microphone and pass-around two handheld wireless microphones for public comment or questions.



Wall-Mounted Speakers: Each MPR room will have two wall-mounted 8” speakers for program audio. Program audio includes laptop or DVD audio. These speakers are designed to offer a high frequency response for high quality audio applications. The surface mounted speakers will work in conjunction with the ceiling mounted subwoofer speakers to offer a full-range sound experience during a movie night or for program audio such as music or videos that might be played from the internet.



Ceiling Speakers: ClarkPowell will install four ceiling speakers MPR Room #2 and #3. Six ceiling speakers will be installed in Room #1. These ceiling speakers will provide even coverage and high voice intelligibility for a guest speaker using a wireless microphone.



Touch Panel Controller: Each MPR room will have a wall mounted Crestron touch panel controller. The touch panel will simplify the usage of the AV system. For example, power cycling AV gear, raising/lowering the projection screen will be accomplished by a simple button press. ClarkPowell will work directly with the Town of Lewisville to provide an easy-to-use layout that meets the client’s needs for this multi-purpose space.



Conference Room

A 75” Sony commercial wall mounted 4K display will be installed in the conference room with a Barco Click Share Conference and wall mounted USB camera and microphone. The AV system will allow USB conferencing meetings such as Zoom or Webex calls to take place from a laptop located at the conference table without wires. The AV system will support wireless presentations from a laptop or personal device such as a tablet, ipad or Apple/Android phone.



Activity Room

The activity room may be used to host different activities such as community groups, yoga or art classes. The AV system for this room will include a head worn wireless microphone which will be used for voice reinforcement. A Sonos streaming media player will be installed to allow music playback from a phone or personal device.



There will also be a 75” TV with a hardwired HDMI connection. The audio from the TV can feed the room.

Distributed Sound

Music will be distributed throughout the Entry and Gallery. The system will include (DSP) Digital Signal Processing, amplifiers and ceiling speakers which will allow for independent music zones in the Entry and Gallery areas. The Sonos system will allow music from a phone to be played through the system.



“I have reviewed and agree with the Scope of Work for this area. _____ (please initial)”

Investment Summary

ClarkPowell has calculated the investment necessary to implement the systems previously described. All equipment and installation costs are based on system designs that have been suggested by ClarkPowell to fit the application requested. Figures include estimated freight, applicable tax charges & permits.

TOTAL ESTIMATED PRICE:	\$ 123,065.00
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				<u>Multipurpose Room</u>		-	-
						-	-
				<u>Displays</u>		-	-
	1	Sony	VPLFH75/W	6500 Lumens LCD Laser Projector-white		5,183.00	5,183.00
	1	Chief	RPAUW	Projector Ceiling Mount Kit		153.00	153.00
	1	Da-Lite	34580	164" 16:10 Matte White Advantage Electrol Projection Screen w/ LVC		3,267.00	3,267.00
	2	Sony	FWD-85X800H	85" Commercial Grade LCD		2,912.00	5,824.00
	2	Chief	XSM1U	Extra Large Tilt Mount		200.00	400.00
	2	Crestron	RMC-4KZ-Scaler C	HDBT Receivers		1,098.00	2,196.00
				<u>Video System</u>		-	-
	1	Crestron	DM-MD8X8-CPU3	8x8 DigitalMedia™ Switcher		2,622.00	2,622.00
	5	Crestron	DMC-4KZ-C	DigitalMedia 8G+® 4K60 4:4:4 HDR Input Card for DM® Switchers, HDBaseT® Compatible	added one for BARCO	671.00	3,355.00
	2	Crestron	DMC-4KZ-HD	HDMI® 4K60 4:4:4 HDR Input Card for DM® Switchers		488.00	976.00
	2	Crestron	DMC-4KZ-CO-HD	2-Channel DigitalMedia 8G+® 4K60 4:4:4 HDR Output Card for DM® Switchers		793.00	1,586.00
	2	Crestron	DMC-HDO	2-Channel HDMI® Output Card for DM® Switchers		427.00	854.00
	3	Crestron	DM-TX-200-C-2G-B-T	Wall Plate DigitalMedia 8G+® Transmitter 200, Black Textured		854.00	2,562.00
	1	Crestron	DM-TX-4K-302-C	4K DigitalMedia 8G+® Transmitter 302		1,220.00	1,220.00
	1	BARCO	CSE200	ClickShare Wireless Presentation Gateway		1,604.00	1,604.00

	1	Barco		Tray with 2 Buttons		305.00	305.00
	1	Sony	SRGX400	SDI Pan Tilt Zoom Camera		2,854.00	2,854.00
	1	Extron	60-1324-02	SMP 351 3G-SDI with 3G-SDI Input - 80 GB SSD		3,653.00	3,653.00
						-	-
				<u>Audio System (Includes AMP/DSPs for other Spaces)</u>		-	-
	14	Community	D6	6.5-inch two-way coaxial ceiling loudspeaker, 8 ohm or 70V/100V operation, max SPL 114 dB (priced individually, but sold in pairs); available in white or black		144.00	2,016.00
	7	Community	D10SUB	10-inch subwoofer ceiling system, 8 ohm or 70V/100V operation, max SPL 116 dB (priced individually, but sold in pairs); white		260.00	1,820.00
	6	Community	DS8-W	8-inch two-way coaxial surface mount loudspeaker, 8 ohm or 70V/100V operation, max SPL 117 (priced individually, but sold in pairs); available in black or white		216.00	1,296.00
	1	Biamp	Tesira SERVER IO-AVB	Configurable I/O DSP with up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards can be added), and 1 AVB-1 network card		4,124.00	4,124.00
	5	Biamp	SIC-4	4 channel mic/line input card		205.00	1,025.00
	1	Biamp	SOC-4	4 channel mic/line output card		181.00	181.00
	1	Biamp	DSP-2	DSP card with two DSPs		476.00	476.00
	4	Biamp	TesiraXEL 1200.1	4-channel, 1200W asymmetric amplifier, single power bank		1,683.00	6,732.00
	1	Biamp	TesiraXEL 1200.2	4-channel, 2400W asymmetric amplifier, dual power banks		2,244.00	2,244.00
	3	Shure	QLXD24/SM58	SM58® Vocal System		926.00	2,778.00
	3	Shure	QLXD14/85	WL185 Lavalier Microphone System		998.00	2,994.00
	1	Shure	SBC200-US	Dual Docking Charger with PS45US Power Supply		203.00	203.00
	2	Shure	SBC200	Dual Docking Charger, Power Supply NOT Included		149.00	298.00
	6	Shure	SB900A	Shure Lithium-Ion Rechargeable Battery		87.00	522.00

	2	Shure	UA844+SWB/L C	Five-way active antenna splitter and power distribution system for QLX-D®, ULX®, ULX-D®, SLX®, and BLX® (BLX4R only) receivers. Excludes antenna cables and locking power cables (470-952 MHz)		382.00	764.00
	2	Shure	UA8100	100' UHF Remote Antenna Extension Cable, BNC-BNC, RG213/U Type		197.00	394.00
	2	Shure	UA825	25' UHF Remote Antenna Extension Cable, BNC-BNC, RG8X/U Type		43.00	86.00
	4	Shure	UA834WB	In-line antenna amplifier for remote mounting. (470-902 MHz)		138.00	552.00
						-	-
				<u>Control System</u>		-	-
	1	D-Link	DGS-1210-28P	28-Port Gigabit Smart Managed PoE Switch		474.00	474.00
	3	Crestron	TSW-760-B-S	7 in. Touch Screen, Black Smooth		854.00	2,562.00
	1	Crestron	AV3	3-Series Control System®		2,683.00	2,683.00
						-	-
				<u>Racking</u>		-	-
	1	Middle Atlantic	ERK-3525-AV	ERK SERIES RACK, 35 RU, 25"D, AV CONFIGURED		1,328.00	1,328.00
	2	Middle Atlantic	PD-920R	RACKMOUNT POWER, 9 OUTLET, 20A, BASIC SURGE		180.00	360.00
	1	Middle Atlantic	Accessories	Accessories as needed		305.00	305.00
				<u>Conference Room</u>			
				<u>Displays</u>			
	1	SONY	QB75R	75" 4K Commercial Display		1,804.00	1,804.00
	1	Chief	LTM1U	Large Tilt Mount		231.00	231.00
				<u>Video System</u>			
	1	Crestron	UC-SB1-CAM	UC Video Conference Smart Soundbar & Camera		986.00	986.00
	1	Barco	CX-20	ClickShare Conference System		1,799.00	1,799.00
	1	Barco		Tray with 2 Buttons		305.00	305.00
				<u>Activity Room</u>			
				<u>Audio System (DSP/Amps in Main Rack)</u>			

	1	Shure	BLX14/SM31-H10	BLX14 HEADSET SYSTEM W/SM31		273.00	273.00
	4	Community	D6	6.5-inch two-way coaxial ceiling loudspeaker, 8 ohm or 70V/100V operation, max SPL 114 dB (priced individually, but sold in pairs); available in white or black		144.00	576.00
	2	Community	D10SUB	10-inch subwoofer ceiling system, 8 ohm or 70V/100V operation, max SPL 116 dB (priced individually, but sold in pairs); white		260.00	520.00
	1	Extron	BUC202	Line level Converter		183.00	183.00
				<u>Displays</u>			
	1	SONY	QB75R	75" 4K Commercial Display		1,804.00	1,804.00
	1	Chief	LTM1U	Large Tilt Mount		231.00	231.00
				<u>Distributed Audio</u>			
				<u>Audio System (DSP/Amps in Main Rack)</u>			
	4	Community	DS8-B	8-inch two-way coaxial surface mount loudspeaker, 8 ohm or 70V/100V operation, max SPL 117 (priced individually, but sold in pairs); available in black or white		216.00	864.00
	4	Community	DS8-B	8-inch two-way coaxial surface mount loudspeaker, 8 ohm or 70V/100V operation, max SPL 117 (priced individually, but sold in pairs); available in black or white For Canopy Option		216.00	864.00
	6	Community	DP6-W	6.5-inch two-way coaxial pendant loudspeaker, 8 ohm or 70V/100V operation, max SPL 114 dB; available in black or white		233.00	1,398.00
	9	Community	D6	6.5-inch two-way coaxial ceiling loudspeaker, 8 ohm or 70V/100V operation, max SPL 114 dB (priced individually, but sold in pairs); available in white or black		144.00	1,296.00
	4	Crestron	SNS-PORT1US1BLK	Sonos® Port™ Versatile Streaming Component for Your Stereo or Receiver		384.00	1,536.00
	1	ClarkPowell	Custom	Misc. Installation Hardware, Cables, Connectors & Rental Expenses		3,070.00	3,070.00
				<i>Estimated Ground Freight</i>			2,000.00

					TAXABLE SUBTOTAL	94,571.00
SERVICES						
	1	ClarkPowell	Custom	Design, Engineering, Project Management, Installation, Programming, Testing & Training	23,980.00	23,980.00
	1	ClarkPowell	Custom	Assurance Plan- CP 2 Three Year Bundle	4,514.00	4,514.00
					TOTAL ESTIMATED PRICE:	\$ 123,065.00
					30% Deposit due with order	\$ 36,919.50

TAX NOT INCLUDED

Optional Systems

2. Exact Furniture PM-400 30" Wide Lectern: \$2,555.00 (includes installation)



Standard Warranty

ClarkPowell will repair any defect in the system directly related to the installation services provided by ClarkPowell for a period of 90 days after the completion of the project installation. This standard warranty does apply to the equipment that makes up the system. Each piece of equipment in the proposed system will carry a standard manufacturer's warranty the details of which will be provided by ClarkPowell within the system documentation. Optional preventative maintenance and service contracts are available from ClarkPowell and highly recommended for optimum performance of your system.

Assurance Program

In addition to the standard warranty mentioned above ClarkPowell offer additional coverage through our Assurance program. Most of the components in your system(s) come with a standard warranty when purchased from the manufacturer. Our Assurance program supplements these warranties to provide you with comprehensive coverage to the entire integrated system. The Assurance contract extends the features of our standard system warranty while also providing for your additional service needs by offering:

- Unlimited technical support
- Priority status *
- Guaranteed response time
 - Phone support within four hours
 - On-site support within 24 hours
- Utilizes certified technical support staff
- No cost surprises

* During normal business hours, Monday thru Friday, excluding holidays.

We offer the first year's coverage at a reduced rate. We will also extend this reduced rate to a second year if you purchase this option at the same time as the first year. Periodic scheduled maintenance visits can be added to the Assurance program for a modest additional cost.

Overview of Responsibilities

ClarkPowell scope of work for the contents and functions of the AV system have been described above. The following outlines other project related tasks and responsibilities required to make this project successful.

CP ClarkPowell
Client Town of Lewisville

TASK	DESIGNED BY	PROVIDED BY	INSTALLED BY
AV Systems Infrastructure Requirements	CP	CP	N/A
AV Systems Conceptual Design & Budget	CP	CP	N/A
AV Systems "To Build" Drawings	CP	CP	N/A
AV Systems "As Built" Drawings	CP	CP	N/A
AV Systems Wire Pull	CP	CP	N/A
AV Equipment Submittals	CP	CP	N/A
AV Cables, Connectors & Install Materials	CP	CP	CP
New AV System Equipment	CP	CP	CP
AV Project Management	CP	CP	N/A
AV Cable Installation & Terminations (low voltage only)	CP	CP	CP
AV System On-site Installation	CP	CP	CP
AV System Training	CP	CP	CP
Permanent Structure Installation (Wall Reinforcement)	CP	Client	Client
Projector and/or Displays	CP	CP	CP
Table AV Connection Plates	CP	CP	CP
Furniture / Millwork Cut-outs / Modifications	Client	Client	Client
In-wall Junction Boxes and/or Equipment Specific Boxes	CP	CP	CP
Wall Box AV Plates, Modules and/or Connectors	CP	CP	CP
Hard Conduit Required for AV Systems	Client	Client	Client
AC Power Required for AV Systems (Above ceiling, in-ceiling, wall mounted, floor mounted or flown)	Client	Client	Client
Low Voltage Control Interfaces for AV Devices	CP	CP	CP
On-site Storage / Staging Area	CP	Client	N/A

Additional Client Responsibilities

- Town of Lewisville will provide any needed laptops, PC workstations, wireless keyboard/mouse, desktop monitors or gaming systems (including any proprietary gaming cables) needed for the AV systems.
- Town of Lewisville will allow sufficient installation time for ClarkPowell to professionally complete the A/V systems.

- Town of Lewisville will provide a secure & lockable facility prior to any AV equipment being brought and left on site. (It is preferred that a secure AV staging area be provided during the on-site integration period.)

Other Notes

ClarkPowell's standard operations hours are 8:00am to 5:00pm Monday – Friday. After hours and weekend work may be requested by the Town of Lewisville, but would need to be priced separately on a case by case basis.

Payment Terms

ClarkPowell's Standard System Payment Terms are as follows:

1. ClarkPowell will require a hard copy of a Purchase Order to commit to this project. Please refer to our proposal E214.GB when drafting your Purchase Order. The issuing of a purchase order against our referenced quotation constitutes acceptance by the customer of the ClarkPowell's Terms & Conditions below.
2. Invoices are due NET 20 Days from the invoice date.
3. ClarkPowell accepts Visa, MasterCard, American Express credit card orders. Credit card orders are subject to a 3% processing fee which will be added to the above total on the final invoice. Credit card orders are limited to \$10,000.00.
4. A 30% deposit will be required within 10 days of the receipt of [Customer Name] Purchase Order before ClarkPowell can begin ordering any equipment.
5. ClarkPowell may invoice up to 95% of the sales price when the project is deemed to be substantially complete by ClarkPowell.
6. Freight is prepaid by ClarkPowell and added to the customer's invoice.
7. Any equipment returned by Town of Lewisville after ClarkPowell has received said equipment will be subject to restocking and shipping charges as determined by ClarkPowell's supplier.

Terms and Conditions

Throughout the remainder Town of Lewisville shall be referred to as the Customer.

1.0 Exclusions

The system described in this proposal is a complete, working system and includes all equipment, materials, and labor to produce a complete and operational system as specified in this proposal with the exceptions as noted below. The following goods and services will need to be provided by others;

- a) The electrical power system necessary to power the listed equipment (including but not limited to: conduits, raceways, pull boxes, junction boxes, outlet boxes, wiring, conductors, breaker panels, transformers, etc.).
- b) The empty conduit system (including conduits, junction boxes, outlet boxes, raceways, etc.) into which the cabling for the audio, video, and control systems.
- c) Any required floor penetrations and poke through devices for access between floors of the building.
- d) Any required wall penetrations through firewalls or fire treated barriers required by the audio-visual equipment installation.
- e) Ceiling, ceiling tiles, or ceiling tile grid repair after the installation of audio visual equipment by ClarkPowell.
- f) Any sheetrock sanding, priming, painting or repairs required.
- g) Any modifications to the structural, mechanical, electrical, and plumbing systems or movement of obstructions in the walls, floors, or ceilings.
- h) All analog and digital telephone lines required by any audio conferencing units included in this proposal.
- i) ClarkPowell will work with the Client to coordinate the transmission lines and network interfaces requirements for these systems.
- j) Any data or network connections required external to the designed audio visual.
- k) Network connections and cabling systems required by computers of being used as part of these systems.
- l) The building structure to which the AV Devices will be mounted.
- m) Any operators' consoles, cabinetry, credenzas, lecterns, or other furniture in which audio/video equipment will be mounted not specifically listed in this proposal.

2.0 Owner Furnished Equipment (OFE) and Software Provided by the Customer

- a) ClarkPowell will use its best effort to utilize existing OFE for use in this project. In the event that the OFE is determined to be unusable for this purpose, ClarkPowell will notify the Customer and propose alternative solutions.
- b) ClarkPowell assumes no liability or risk of loss for OFE or data contained therein.
- c) ClarkPowell assumes no liability for existing software or "code".
- d) ClarkPowell will use its best effort to utilize and modify existing software or "code" provided by the Customer for use in this project, provided the code in question is the exclusive property of the Customer, and is not subject to any licensing agreement.
- e) In the event that this software or code is determined to be unusable for this purpose, ClarkPowell will notify the Customer.
- f) During the installation, all OFE and software (including Customer furnished computers, Blu-ray players, satellite and CCTV systems, etc.) that will be incorporated into the system must be available for ClarkPowell technicians to set up the system properly. Failure to have this equipment available during the installation will result in additional charges.

3.0 Documentation and Software

ClarkPowell will provide the following documentation upon completion of the job:

- a) System wiring drawings
- b) Equipment serial number lists
- c) Control system programming code (source code)
- d) Equipment operation manuals
- e) ClarkPowell software programmers provide code on a "works made for hire" basis and as such the final ownership of the source code transfers to the Client upon completion and receipt of final payment.

4.0 Engineering Design

The conceptual design process (paid or unpaid) for Audio Visual systems is complex, and it is not uncommon for designs to change just prior to installation. In the event that changes need to be made to a system designed and supplied by ClarkPowell, ClarkPowell will work with the client to insure that the finished system is completed to the standard intended in the conceptual design. In the event that the client uses a ClarkPowell design, to either engage a third party to supply equipment, or to provide a turn-key solution, ClarkPowell is not liable for any inaccuracies or oversights contained in the design.

5.0 Site Conditions

The minimum acceptable condition of the project site for the installation of the electronic equipment in the proposal is as follows;

- a) The rooms into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed. Wall repairs that require ClarkPowell to de-install equipment and re-install after the 3rd party is complete may require a change order for the additional labor expended.
- b) The rooms into which the equipment will be installed must be lockable & secure.
- c) Electrical power, conduit systems, and HVAC systems for the equipment should be fully installed, energized and inspected prior to ClarkPowell installing any equipment.
- d) OFE furniture into which components of the equipment will be installed should be present. All cabinets and closets housing equipment having locking doors.
- e) All phone, modem, PRI, data, LAN, and telecommunications connections are installed, live and tested.

6.0 Schedule

ClarkPowell understands that time is of the essence for this project. We will use our best efforts in coordination and communication to ensure that your timetable is met. However, there are many factors outside of our control that may impact this schedule such as the manufacture and delivery of equipment from our vendors. ClarkPowell will communicate to the Client as soon as an issue is discovered that may impact the Client's schedule and discuss work-arounds or alternates as appropriate.

As your timetable changes, we will make every effort to accommodate your new schedule, but ClarkPowell makes no guarantee that an installation crew will be available on the revised installation dates.

- a) We require a minimum of five (5) working days' notice as to a revision of schedule dates that will change the time that a crew is required on-site. Notification of a change in schedule with less than 5 days' notice may result in additional charges for non-utilized labor. Unless otherwise specified in the proposal:
- b) This pricing in this proposal is based on the work being done at non-overtime rates during normal business hours.
- c) Normal business hours are defined as 8:00am – 5:00pm, Monday through Friday excluding holidays.
- d) Any work required outside of this timeframe will result in overtime charges unless specifically noted in the proposal pricing.

7.0 Training

ClarkPowell personnel will train the Client's personnel in the proper setup and operation of the systems supplied by ClarkPowell as well as providing basic written instructions. A maximum of two (2) hours of training at each location is provided, unless otherwise noted in the proposal.

8.0 Invoicing and Payment

- a) Customer will remit an initial deposit of 30% (noted as 40% above in Payment Terms) of the above total at the time of execution of this contract.
- b) Thereafter, ClarkPowell will submit a monthly invoice on or about the 5th of each month showing all equipment delivered and services rendered during the preceding month. The monthly invoice will also include materials suitably stored at our office during the staging process. Customer agrees to remit payment by check or wire transfer for such invoices within twenty (20) days from the invoice date. Customer agrees to pay a finance charge equal to 1½% per month on all invoices not paid timely. In the event that ClarkPowell employs an attorney to collect unpaid amounts, Customer agrees to pay all reasonable legal fees and costs incurred by ClarkPowell in such action.

9.0 Restocking Fees

Any equipment ordered as part of this proposal that is returned to ClarkPowell or where delivery is cancelled by the Customer will be credited back to the Customer less any restocking fees and return freight and handling charges. In some cases, due to manufacturer's or supplier's policies, equipment cannot be returned and will not result in a credit to the Customer.

10.0 Acceptance

Acceptance of this proposal by the Client is subject to customary credit review. The pricing and other terms set forth in this proposal are good for a period of 30 days from the date of this letter.

11.0 Standard Warranty

- a) ClarkPowell warrants that our installation services will be free of defects in workmanship and materials for a period of 90 days. This warranty period will begin at the earlier of the completion of installation or the first substantial use of the equipment.
- b) Travel expenses to and from the site are not included as part of this warranty. In addition, the equipment may be subject to manufacturers' limited warranties varying in length from ninety days to one year.
- c) These warranties do not apply in the event of misuse, neglect, accident, or operational errors. Charges for the removal and re-installation of equipment will be additional. Any work performed by ClarkPowell outside of the scope of these warranties or performed on OFE equipment will be separately charged.
- d) No other representation, warranty, or guarantee, express or implied, is included in this proposal including implied warranties of fitness for a particular purpose or merchantability. In no event shall either party be liable for any special, indirect, consequential, incidental, or punitive damages.
- e) Owner Furnished Equipment (OFE) - Unless separate accommodations have been discussed, agreed and documented prior to the installation, ClarkPowell does not warrant any OFE. If, during the 90 day ClarkPowell warranty, a service call is responded to where the root cause is attributed to OFE ClarkPowell will advise the Client that the equipment is at fault, and will charge time and materials for the service visit. The Customer may then contact the original supplier for service, or can engage ClarkPowell to remedy the fault on a time and materials basis. Additionally, if ClarkPowell's attendance on-site is required to assist any 3rd party in investigating a fault of their supplied equipment, ClarkPowell will charge the Customer for time and materials.
- f) OFE equipment will be identified at the point of installation with an 'OFE' security sticker on the rear of the equipment. This is to aid identification in the event of a service issue.

12.0 Independent Contractor Relationship

ClarkPowell and the Client are contractors independent of one another and neither party's employees will be considered employees of the other party for any purpose.

13.0 Confidentiality

- a) The information furnished in this proposal and any related design information is the confidential and proprietary information of ClarkPowell and is provided for the purpose of assisting you in evaluating this proposal. This information remains the property of ClarkPowell and is not to be distributed outside of your company without written permission from ClarkPowell and payment for our design and engineering time expended to date.
- b) Either party will not furnish, use, or divulge to any individual, firm, corporation, or other entity, any proprietary or confidential information of the other party.

14.0 **Non-Solicitation**

During the term of this agreement and for a period of one year after completion of services, Customer will not hire or directly or indirectly recruit, induce, or solicit any employee or contractor of ClarkPowell for employment with any other person or entity.

15.0 **Force Majeure**

Other than payment of amounts due herein, neither party shall be responsible for delays or failures that arise due to circumstances beyond its reasonable control.

16.0 **Critical Spare Equipment**

Critical equipment like spare projector lamps should be purchased and maintained on-site for use as needed to minimize downtime in the event of failure. We also recommend purchasing extended manufacturer warranties on critical system components to help flatten out operating costs and help with turn-around time on depot level repairs. Please consult with your Account Manager to include these figures in your base proposal.

TOWN OF LEWISVILLE RESOLUTION 2021033
DECLARING SURPLUS ITEMS AND AUTHORIZING THE ELECTRONIC AUCTION OF
SURPLUS PERSONAL PROPERTY

WHEREAS, Town Council of Lewisville desires to declare property surplus and to dispose of said property of the Town in accordance with North Carolina General Statutes 160A-266(c) and Town Code Chapter 14; and

WHEREAS, North Carolina G.S. 160A-270(b) allows the Town to sell surplus personal property at public auction upon adoption of a resolution or order authorizing the appropriate official to dispose of the surplus property at public auction; and

WHEREAS, North Carolina G.S. 160A-270(c) provides for the use of public electronic auction services; and

WHEREAS, Town of Lewisville has contracted with GovDeals to conduct electronic auctions for the Town; and

WHEREAS, the Lewisville Town Council hereby declares surplus the following described property:

ITEM	TRACKING #	Disposition
83 - 18" x 12" x 8" Retaining Wall Blocks	1	Surplus & Dispose E-Auction
26 - 18" x 10.5" x 4" Retaining Wall Block Caps	2	Surplus & Dispose E-Auction
3 - 15' Aluminum Electric Lamp Posts	3	Surplus & Dispose E-Auction

NOW, THEREFORE, BE IT RESOLVED, by the Lewisville Town Council that the Town Clerk shall cause a notice of the public auction of surplus items to be published in accordance with G.S. 160A-270 as it applies to electronic auctions at least once and not less than ten (10) days before the date of the auction, and that the Town Manager or his designee is authorized to sell the surplus property described above by electronic auction beginning on Monday, May 17, 2021 at 9:00 a.m. at www.GovDeals.com, as per the terms and conditions of the Town's contract with the vendor and in accordance with North Carolina G.S. 160A-270(c) and in compliance with Lewisville Town Code Chapter 14. Bidders may inspect by calling Ryan Moser, Public Works Director, 336-945-5558 to make an appointment for viewing. Bidding will close on Thursday, May 20, 2021 at 12:00 noon.

BE IT FURTHER RESOLVED the terms of the sale shall be:

- Items purchased "as is/where is" for cash, certified check, or money order. Certified checks and money orders are to be made payable to: Town of Lewisville. NO REFUNDS.

TOWN OF LEWISVILLE RESOLUTION 2021033
DECLARING SURPLUS ITEMS AND AUTHORIZING THE ELECTRONIC AUCTION OF
SURPLUS PERSONAL PROPERTY

- The highest bid, if it complies with the terms of the sale, may be accepted by the Town Manager and/or his or her designee and the sale consummated.
- All items must be removed from the premises by 5:00 p.m. Monday, May 24, 2021.

Resolved and effective upon adoption, this the 6th Day of May, 2021 by the Lewisville Town Council.

Mike Horn,
Mayor

ATTEST:

Joyce C. McWilliams Walker
Town Clerk

Town of Lewisville

**Budget Amendment Ordinance 2021025
Amending Budget Ordinance 2020001**

Finance Department Use Only
<i>Budget Amendment Number: #28</i>
<i>Finance Officer: PAM ORRELL</i>

<i>DEBIT</i>			<i>CREDIT</i>		
<i>CODE</i>	<i>ACCOUNT DESCRIPTION</i>	<i>AMOUNT</i>	<i>CODE</i>	<i>ACCOUNT DESCRIPTION</i>	<i>AMOUNT</i>
10-00-5700-6000	General Fund Storm Water - Contracted Services	\$11,020.00	10-00-3990-9000	General Fund Fund Balance Appropriated	\$11,020.00

To increase the budget for contract with Industrial Vacuum Services to clean out the storm water detention system at the Annex

RECOMMENDED By: Pam Orrell
Town Finance Officer

Approved and effective upon adoption, this the 6th day of May, 2021 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

**RESOLUTION 2021032 OF THE LEWISVILLE TOWN COUNCIL
AWARDING CONTRACT FOR
STORMWATER DETENTION SYSTEM CLEAN OUT**

WHEREAS, the stormwater system behind the Town Hall Annex has accumulated silt and debris in its cells; and

WHEREAS, work needs to continue in order to complete the clean out of the cells that was previously started.

NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Town Manager is authorized to award a contract to Industrial Vacuum Services, Inc. (IVAC) of Pineville, NC for stormwater clean out for the system located behind the Town Hall Annex in an amount not to exceed \$18,500.⁰⁰ (Eighteen thousand five hundred dollars and ⁰⁰/100 cents).

Resolved, approved and effective upon adoption, this the 6th day of May, 2021 by the Lewisville Town Council.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

TOWN OF LEWISVILLE CONTRACT

Industrial Vacuum Services, Inc.-Stormwater Detention System Cleanout

Part 2

1 Contractor Billing Name and Address:

Industrial Vacuum Services, Inc.
940 Crafters Lane, Pineville NC 28134
Phone: (704) 342-2322
Fax: (704) 665-5654
Contact: Jeff Carpenter, Sales Rep

2 Scope of Work:

- 2.1 Contractor proposes to furnish all the necessary materials, equipment, supervision, and labor to complete the following work, as described in the attached quote from the contractor.
2.2 Contractor's quote is a part of this contract and shall be used as reference.

3 Independent Contractor:

- 3.1 The Contractor agrees that he/she is an Independent Contractor not under the control or supervision of the Town and therefore not eligible for Worker's Compensation or other Town Employee benefits. The Contractor does not make this agreement under any duress.

4 Insurance:

- 4.1 The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:
4.1.1 Workman's Compensation at or above the Statutory Minimum.
4.1.2 Employer's Liability at or above \$1,000,000 (One million dollars).
4.1.3 General Liability at or above \$2,000,000 (Two million dollars).
4.1.4 Automobile Liability Combined Single Limit at or above \$2,000,000 (Two million dollars).
4.1.5 Products/Completed Operations (Each Occurrence/Aggregate) \$4,000,000/\$4,000,000 (Four million dollars).-
4.1.6 Excess Umbrella Liability is not required.
4.2 Employer's Liability Coverage will be required of the Contractor and any sub-Contractor where any class of employee engaged in work under this Contract is not protected under the Workmen's Compensation Statute.
4.3 All insurance will be by insurers acceptable to the Town and authorized to do business in the State of North Carolina. Prior to the commencement of work the Contractor shall furnish the Town with certificates of insurance or other satisfactory evidence that such insurance has been produced and in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days advance written notice to the Town.
4.4 To the extent permitted by law, all or any part of required insurance coverage(s) may be provided under a plan of self-insurance (acceptable to the Town in its reasonable discretion).

5 Indemnity:

- 5.1 The Contractor will 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 attorneys' fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or a willful or negligent act or omission of the Town, its officers, agents, servants and employees. The contractor has signed the Town's Hold Harmless Agreement which shall be a part of this document.
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TOWN OF LEWISVILLE CONTRACT

Industrial Vacuum Services, Inc.-Stormwater Detention System Cleanout

Part 2

6 Scope of Contract:

- 6.1 Effective Date - This Contract shall become effective on the day of execution.
 - 6.2 Term - The term of this contract shall be from date of execution and end June 20th, 2021.
 - 6.3 Contract Extension -The parties agree that by mutual consent, each expressed in writing and received at least ten (10) day(s) before the termination contract period, that this Contract may be extended for an additional day upon the same terms and conditions as set forth in this Contract.-
 - 6.4 Exclusive Right -The Town, as grantor, does not grant the Contractor, as grantee, the exclusive right during the term of this Contract to be the Town's Contractor for storm drain services.
 - 6.5 Compliance with Applicable Laws -The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall conduct the specified renovation as provided for by this Contract in compliance with all applicable federal, state and local regulations and laws including the OSHA standards set and enforced by the Department of Labor. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.
 - 6.6 Bankruptcy -"Insolvent" for the purposes of this clause shall mean the party's inability to pay its debts as they mature.
 - 6.6.1 The party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the Contract with ten (10) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy.
 - 6.6.2 The Town shall not be bound to the contract by an insolvent Contractor's trustee or receiver.
 - 6.6.3 In the event of the Contractor's bankruptcy, the Town will have the same remedies as provided for Breach of Contract.
 - 6.7 Breach of Contract -If the Contractor fails to comply with applicable Federal, State, or Local Laws or regulations the Contractor will be in default and the Town may immediately terminate the Contract without notice. The Town may seek any or all remedies available at law or in equity. If the Contractor fails to perform, or fails to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, its obligations hereunder, the Town shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such demand, the Contractor must return to the Town a written statement that explains reasons for nonperformance, or delayed, partial or substandard performance during that period and any continuation thereof. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Town may, except under conditions of Force Majeure, terminate this Contract and, shall have any and all remedies available at law or in equity.
 - 6.8 Force Majeure
 - 6.8.1 Neither the Contractor nor the Town shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fine, accident, act of God or other similar contingency beyond the reasonable control of the Contractor or Town.
 - 6.8.2 If such circumstances persist for more than ten (10) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of ten (10) days, he or the Town may terminate this Contract upon giving not less than twenty (20) days written notice to the Town.
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TOWN OF LEWISVILLE CONTRACT
Industrial Vacuum Services, Inc.-Stormwater Detention System Cleanout
Part 2

- 6.9 Arbitration and Award -Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association by arbitration in Forsyth County, North Carolina. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 6.10 Assignment of Contract -No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor, directly or indirectly by sale of stock of the Contractor to an entity unrelated to the Contractor, or other device, without the express written consent of the Town, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety as such a delegation will not relieve the Contractor or his Surety of any liability and/or obligation to perform. In the event of any delegation of duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.
- 6.11 Change of Ownership -In the event that the Contractor's business assets are sold, without the written consent of the Town, the Town maintains the right, to terminate this agreement and, to hold the original owner solely liable. If, however, the Town determines, in its sole discretion, that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then the Town may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this agreement.
- 6.12 Waivers:
- 6.12.1 A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- 6.12.2 Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.
- 6.13 Illegal and Invalid Provisions -Should any term, provision or other part of this Contract be declared illegal it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.
- 6.14 Joint and Several Liability -If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.
- 6.15 Binding Effect -The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representative, successors, and assigns.
- 6.16 Amendment of the Contract -No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties.
- 6.17 Merger Clause: Previous Agreements Suspended -This agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Contract if they alter, vary or contradict this agreement.
- 7 Safety of Workers and Accident Exposure:
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TOWN OF LEWISVILLE CONTRACT
Industrial Vacuum Services, Inc.-Stormwater Detention System Cleanout
Part 2

- 7.1 The Contractor is expected to comply with OSHA standards as they may apply to the Contractor's execution of the requirements of this Contract.
- 7.2 The Contractor shall provide to the town a copy of employee safety policies and procedures.
- 7.3 The Contractor's employee safety policies and procedures must provide for adequate protection of all employees performing duties as a part of this Contract and adequate safety of other individuals at or near the work area.
- 7.4 The Contractor shall conduct its own "frequent" and "regular" inspections at the job site for compliance with its safety program and pertinent OSHA regulations.
- 7.5 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors strictly adhere to all safety standards, rules, and OSHA regulations pertinent to the type of work being performed.
- 7.6 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors develop a safety program for work covered by the subcontract.
- 7.7 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors conduct their own "frequent" and "regular" inspections at the job site for compliance with its safety program and all pertinent OSHA regulations.
- 7.8 The Contractor shall include the following statement in subcontracts: "Subcontractor shall, at its own expense, strictly adhere to all pertinent safety standards, rules and OSHA regulations required or recommended by governmental or quasi-governmental authorities having jurisdiction. The Subcontractor hereby acknowledges that it has its own safety program for all work covered by or performed under this Subcontract. The Subcontractor agrees to conduct its own frequent and regular inspections of all work covered by or performed under this Subcontract at the project site to verify compliance with the Subcontractor's safety program and all applicable safety standards, rules and OSHA regulations. The Subcontractor and Contractor acknowledge and agree that the Contractor has no control, responsibility or authority over the Subcontractor or the Subcontractor's employees or subcontractors with regard to the safety and health conditions relating to or arising out of the Subcontractor's work or the performance of any work covered by this Subcontract. The Subcontractor has the sole responsibility and authority for ensuring that any and all hazardous conditions relating to or arising out of the Subcontractor's work are corrected. With regard to the Subcontractor's work or any work covered by or performed under this Subcontract, the Contractor is not the controlling employer or controlling entity for the purpose of detecting hazardous conditions or ensuring that hazardous conditions are corrected."
- 8 Nondiscrimination:
- 8.1 Neither the Contractor nor any sub-Contractor nor any Person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, or disability.
- 9 Warranty:
- 9.1 The Contractor shall warranty all workmanship and materials for up to one year after completion of the project.
- 9.2 Contractor warrants that the work will be performed in accordance with generally accepted standards associated with the particular professional discipline involved, as practiced by members of such discipline in the same locality and under similar conditions.
- 10 E-Verify
- 10.1 The provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of new hired employees. Failure of the provider to comply with this provision or failure of its subcontractors to comply
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TOWN OF LEWISVILLE CONTRACT
Industrial Vacuum Services, Inc.-Stormwater Detention System Cleanout
Part 2

could render this contract void under North Carolina law. It is the expectation of The Town of Lewisville that the provider will comply with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving Town funds.

11 Contractor's Proposal:

11.1 Contractor proposes to accomplish all work described in the Scope of Work for a sum not to exceed \$18,500.00(Eighteen thousand five hundred and 00/100 dollars).

11.2 After determination of satisfactory completion of work described in the Scope of Work within in the term as described in the Scope of the Contract, the Town will pay the contractor a sum not to exceed \$18,500.00 (Eighteen thousand five hundred and 00/100 dollars).

12 Notice:

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

12.1.1 Address for notices to the Town:

Town of Lewisville
Attention: Town Manager

Post Office Box 547
Lewisville, North Carolina 27023
Telephone: 945-5558

_____ Signature	_____ Date
William H. Perkins Jr., Town Manager	

12.1.2 Address for notices to Contractor:

Industrial Vacuum Services, Inc.
940 Crafters Lane
Pineville, NC 28134

_____ Signature	_____ Date
_____ Federal Tax Identification Number	

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

Pam Orrell, Finance Officer



Industrial Vacuum Services, Inc
940 Crafters Lane Pineville NC 28134
Office: 704.342.2322 - Fax: 704.665.5654
24 Hour Cell: 704.292.0722

QUOTATION

From: Jeff Carpenter, Sales Rep
Date: April 19, 2021

Project: Lewisville UGD System Clean & CCTV

Company: **Town of Lewisville NC**
Contact: Ryan Moser
Phone: 336-945-5558
Email: publicworks@lewisvillenc.net

Scope:

Industrial Vacuum Services, Inc. (IVAC) will supply a SuperSucker, CCTV equipment, support truck, equipment, and all labor to remove silt and debris from storage chamber. IVAC will provide video images of system before and after. IVAC estimates (5) days to complete project. All debris to be dumped off-site. Project location 6550 Shallowford Rd Lewisville NC.

Removal

- IVAC will vacuum all silt and debris from cell
- IVAC will dispose of media off-site per customers directions
- Customer to supply adequate staging area for removal
- Customer to supply adequate water for media removal
- (1) mobilization will be necessary to complete project

Hourly Rate :	\$285 Hr.
Support Truck:	\$150 Day
CCTV:	\$500 Day
Mobilization:	\$1000
Disposal:	\$250

Estimated Total: \$18,500

(Total Price includes mobilization vacuuming of media, CCTV, disposal off-site)
IVAC is not responsible for any required sampling or testing
IVAC's Payment terms are Net 20
Quote is valid for 30 days.

Sincerely,

Jeff Carpenter

Territory Rep

(704) 578-9125



**RESOLUTION 2021034 OF THE LEWISVILLE TOWN COUNCIL
AWARDING PAVING CONTRACT ON VARIOUS ROAD PAVINGS**

WHEREAS, Town of Lewisville had a pavement condition survey completed on all roads in the town in August 2003 by US Infrastructure of Carolina, Incorporated, Consulting Engineers; and

WHEREAS, An update to the 2003 report has been completed; and

WHEREAS, This updated survey determined which roads need to have paving attention by ranking; and

WHEREAS, The ranking has determined the proposed streets that need immediate attention; and

WHEREAS, Using the information from ranking sheets, it has been determined that asphalt repairs are needed for Hunting Creek Drive, Whispering Winds Drive and a portion of Spring Forest Drive as described in the contract; and

WHEREAS, crack filling will be performed on the following streets: Fox Horn Circle, Pine Cone Drive, Goslen Drive (north end) Rainbow Avenue, Frosty Court, Spring Forest Drive, Greenly Drive, Peaceful Glen Drive, Robinhood Forest Drive, Deforest Court, and Fairfield Oaks Lane.

WHEREAS, the funds to complete this project have been appropriated in the Annual Budget Ordinance; and

WHEREAS, Yadkin Valley Paving of Winston-Salem has bid the best price for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Town Manager is authorized to award a contract for surface treatments as specified for each road noted in the attached contract to Yadkin Valley Paving of Winston-Salem for an amount not to exceed \$156,421.84 (One hundred fifty-six thousand four hundred twenty-one dollars and eighty-four cents) for the above named roads.

Resolved, approved and effective upon adoption, this the 6th day of May, 2021 by the Lewisville Town Council.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

TOWN OF LEWISVILLE CONTRACT

SPRING PAVING CONTRACT – MAY 2021

1 Contractor Billing Name and Address:

Yadkin Valley Paving, Inc.
121 Cloverleaf Drive
Winston-Salem, NC 27103
336-765-7900

2 Scope of Work:

2.1 Asphalt Roadway Repairs for the following streets: Hunting Creek Drive, Whispering Winds Drive and a portion of Spring Forest Drive.

2.2 Hunting Creek Drive- The contractor shall preform a full depth patch where marked by white paint. The contractor shall mill the entire remainder of the roadway of Hunting Creek Drive and install 2.0 inches of 9.5B hot asphalt mix overlay per bid specs and specifications below.

2.3 Whispering Winds Drive- The contractor shall mill the entire roadway and install 2.0 inches of 9.5B hot asphalt mix overlay per bid specs and specifications below.

2.4 Spring Forest Drive - The contractor shall preform a full depth patch in the are marked with white paint.

2.5 The contractor will provide crackfilling for the entirety of the following streets:

Fox Horn Circle
Pine Cone Drive
Goslen Drive (North End)
Rainbow Avenue
Frosty Court
Spring Forest Drive
Greenly Drive
Peaceful Glen Drive
Robinhood Forest Drive
Deforest Court
Fairfield Oaks Lane

2.6 Inform residents of major repair work to be done at least two days prior to start of work.

2.7 Traffic to be maintained at all times and is not to be interfered with during peak hour traffic flow, generally considered to be between 7:00 a.m. to 9:00 a.m. & 4:00 p.m. to 6:00 p.m. All traffic control devices are to be in accordance with the latest edition of The Manual on Uniform Traffic Control Devices.

2.8 Location of underground utilities is the responsibility of the contractor

2.8.1 All asphalt placement shall be done to NCDOT standards.

2.8.2 Backfill shoulders with topsoil as necessary, dress, seed and mulch.

2.8.3 Dispose of all excess materials and debris off site

3 Specifications:

3.1 The Contractor will submit an approved mix design for 9.5B hot asphalt.

3.2 The depth of the asphalt on roll gutter will be the same depth of asphalt required on the street.

3.3 Square valve boxes will be placed parallel to the street being paved.

3.4 Bricks placed below manhole rings will not be staggered. A complete circle of brick will be placed

TOWN OF LEWISVILLE CONTRACT

SPRING PAVING CONTRACT – MAY 2021

with mortar joints 3/8-inch in width. All debris from structure adjustment will be cleaned up the same day.

- 3.5 All structures will be set to a grade of 1/8-inch/10-feet.
- 3.6 All concrete used to secure structures will be 3,000 psi.
- 3.7 A minimum of a 12-inch vertical cut will be made around all structures that are to be adjusted.
- 3.8 Prior to paving, the Contractor will be responsible for cleaning all excess stone, dirt, leaves, and grass from the street.
- 3.9 All existing asphalt on structures to be adjusted will be removed by the Contractor before the structure is set to grade.
- 3.10 After the street is paved the Contractor will clean excess asphalt and stone from the street and sidewalk area or shoulder area and backfill shoulders with topsoil. Grade and seed shoulders as necessary. Clean up will be completed no later than one week after the street is resurfaced.
- 3.11 Use a rubber tire roller when applying seal and on resurfacing between lead roller and finish roller.
- 3.12 Begin resurfacing a street within one week of cold milling it.
- 3.13 The Contractor will be responsible for all private company structures such as gas, telephone and power.
- 3.14 Contractor is to include pricing for adjusting water valve boxes and other structures as needed.
- 3.15 The riser provider will measure each structure to ensure that all risers will be the correct height, If Contractor does not match the riser when the street is resurfaced, the Contractor will be responsible for adjusting the structure to match the new road surface.
- 3.16 No work will be allowed on holidays observed by the Town unless authorized by the Town Manager. The City observes the following holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day and Christmas Day.

4 Specifications for Surface Treatments

The following materials shall be used in the quantities specified as directed by the Town's Public Works Director or his designated representative prior to all streets being resurfaced.

The surface treatment shall be placed a minimum of 48 hours prior to the hot plant mix overlay and SHALL NOT be placed more than 10 calendar days prior to the overlay. All clean up of the stone aggregate whipped off by street traffic whether in excess on the pavement or thrown to the shoulder of the road shall be the responsibility of the contractor.

Price for each treatment shall be clearly indicated in the Proposal Section of this bid and will be for the benefit of the Town in determining the cost of each individual treatment.

SINGLE SURFACE TREATMENT

1/4" maximum aggregate size (No. 14 stone) at a rate of 15 to 20 lbs. of aggregate per square yard placed over 0.15 to 0.30 gallons of CRS-2P asphalt per square yard.

DOUBLE SURFACE TREATMENT

~~The first course shall have an aggregate size not to exceed 1/2" (No. 78 stone) at the rate of 25 to 30 lbs. of aggregate per square yard placed over 0.25 to 0.30 gallons of CRS-2P asphalt per square yard. The second course shall be as specified for the Single Surface Treatment.~~

5 Independent Contractor:

TOWN OF LEWISVILLE CONTRACT

SPRING PAVING CONTRACT – MAY 2021

- 5.1 The Contractor agrees that he/she is an Independent Contractor not under the control or supervision of the Town and therefore not eligible for Worker's Compensation or other Town Employee benefits. The Contractor does not make this agreement under any duress.

6 Insurance:

- 6.1 The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:
- 6.1.1 Workman's Compensation at or above the Statutory Minimum.
 - 6.1.2 Employer's Liability at or above \$500,000 (Five hundred thousand dollars).
 - 6.1.3 General Liability at or above \$1,000,000 (One million dollars).
 - 6.1.4 Automobile Liability Combined Single Limit at or above \$1,000,000 (One million dollars).
 - 6.1.5 Products/Completed Operations (Each Occurrence/Aggregate) \$2,000,000/\$2,000,000 (Two million dollars).
 - 6.1.6 Excess Umbrella Liability is not required.
- 6.2 Employer's Liability Coverage will be required of the Contractor and any sub-Contractor where any class of employee engaged in work under this Contract is not protected under the Workmen's Compensation Statute.
- 6.3 All insurance will be by insurers acceptable to the Town and authorized to do business in the State of North Carolina. Prior to the commencement of work the Contractor shall furnish the Town with certificates of insurance or other satisfactory evidence that such insurance has been produced and in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days advance written notice to the Town.
- 6.4 To the extent permitted by law, all or any part of required insurance coverage(s) may be provided under a plan of self-insurance (acceptable to the Town in its reasonable discretion).

7 Indemnity:

- 7.1 The Contractor will 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 attorneys' fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or a willful or negligent act or omission of the Town, its officers, agents, servants and employees.

8 Scope of Contract:

- 8.1 Effective Date - This Contract shall become effective on the day of execution. Contractor shall begin the specified work as set out by this agreement as indicated in the term, and continue without interruption until work is complete.. .
- 8.2 Term - The term of this contract shall begin upon execution and end on June 15, 2020.
- 8.3 Contract Extension - The parties agree that by mutual consent, each expressed in writing and received at least ten (10) days before the termination contract period, that this Contract may be extended for an additional ten (10) days upon the same terms and conditions as set forth in this Contract.
- 8.4 Exclusive Right - The Town, as grantor, does not grant the Contractor, as grantee, the exclusive right during the term of this Contract to be the Town's Contractor to perform street and roadway repairs and renovations.
- 8.5 Compliance with Applicable Laws - The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall conduct the specified renovation as provided for by this Contract in compliance with all applicable federal, state and local regulations and laws including the OSHA standards set and enforced by the Department of Labor. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.
- 8.6 Bankruptcy - "Insolvent" for the purposes of this clause shall mean the party's inability to pay its debts as they mature.
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TOWN OF LEWISVILLE CONTRACT

SPRING PAVING CONTRACT – MAY 2021

- 8.6.1 The party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the Contract with ten (10) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy.
- 8.6.2 The Town shall not be bound to the contract by an insolvent Contractor's trustee or receiver.
- 8.6.3 In the event of the Contractor's bankruptcy, the Town will have the same remedies as provided for Breach of Contract.
- 8.7 Breach of Contract - If the Contractor fails to comply with applicable Federal, State, or Local Laws or regulations the Contractor will be in default and the Town may immediately terminate the Contract without notice. The Town may seek any or all remedies available at law or in equity. If the Contractor fails to perform, or fails to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, its obligations hereunder, the Town shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such demand, the Contractor must return to the Town a written statement that explains reasons for non-performance, or delayed, partial or substandard performance during that period and any continuation thereof. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Town may, except under conditions of Force Majeure, terminate this Contract and, shall have any and all remedies available at law or in equity.
- 8.8 Force Majeure -
- 8.8.1 Neither the Contractor nor the Town shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fine, accident, act of God or other similar contingency beyond the reasonable control of the Contractor or Town.
- 8.8.2 If such circumstances persist for more than ten (10) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of ten (10) days, he or the Town may terminate this Contract upon giving not less than twenty (20) days written notice to the Town.
- 8.9 Arbitration and Award - Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association by arbitration in Forsyth County, North Carolina. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 8.10 Assignment of Contract - No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor, directly or indirectly by sale of stock of the Contractor to an entity unrelated to the Contractor, or other device, without the express written consent of the Town, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety as such a delegation will not relieve the Contractor or his Surety of any liability and/or obligation to perform. In the event of any delegation of duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.
- 8.11 Change of Ownership - In the event that the Contractor's business assets are sold, without the written consent of the Town, the Town maintains the right, to terminate this agreement and, to hold the original owner solely liable. If, however, the Town determines, in its sole discretion, that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then the Town may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this agreement.
- 8.12 Waivers:
- 8.12.1 A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of
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defective performance.

- 8.12.2 Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.
- 8.13 Illegal and Invalid Provisions - Should any term, provision or other part of this Contract be declared illegal it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.
- 8.14 Joint and Several Liability - If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.
- 8.15 Binding Effect - The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representative, successors, and assigns.
- 8.16 Amendment of the Contract - No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties.
- 8.17 Merger Clause: Previous Agreements Suspended - This agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Contract if they alter, vary or contradict this agreement.
- 9 Safety of Workers and Accident Exposure:
- 9.1 The Contractor is expected to comply with OSHA standards as they may apply to the Contractor's execution of the requirements of this Contract.
- 9.2 The Contractor shall provide to the town a copy of employee safety policies and procedures.
- 9.3 The Contractor's employee safety policies and procedures must provide for adequate protection of all employees performing duties as a part of this Contract and adequate safety of other individuals at or near the work area.
- 9.4 The Contractor shall conduct its own "frequent" and "regular" inspections at the job site for compliance with its safety program and pertinent OSHA regulations.
- 9.5 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors strictly adhere to all safety standards, rules, and OSHA regulations pertinent to the type of work being performed.
- 9.6 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors develop a safety program for work covered by the subcontract.
- 9.7 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors conduct their own "frequent" and "regular" inspections at the job site for compliance with its safety program and all pertinent OSHA regulations.
- 9.8 The Contractor shall include the following statement in subcontracts: "Subcontractor shall, at its own expense, strictly adhere to all pertinent safety standards, rules and OSHA regulations required or recommended by governmental or quasi-governmental authorities having jurisdiction. The Subcontractor hereby acknowledges that it has its own safety program for all work covered by or performed under this Subcontract. The Subcontractor agrees to conduct its own frequent and regular inspections of all work covered by or performed under this Subcontract at the project site to verify compliance with the Subcontractor's safety program and all applicable safety standards, rules and OSHA regulations. The Subcontractor and Contractor acknowledge and agree that the Contractor has no control, responsibility or authority over the Subcontractor or the Subcontractor's employees or subcontractors with regard to the safety and health conditions relating to or arising out of the Subcontractor's work or the performance of any work covered by this Subcontract. The Subcontractor has the sole responsibility and authority for ensuring that any and all hazardous conditions relating to or arising out of the Subcontractor's work are corrected. With regard to the Subcontractor's work or any work covered by or performed under this

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Subcontract, the Contractor is not the controlling employer or controlling entity for the purpose of detecting hazardous conditions or ensuring that hazardous conditions are corrected.”

10 Nondiscrimination:

10.1 Neither the Contractor nor any sub-Contractor nor any Person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, or disability.

11 Warranty:

11.1 The Contractor shall warranty all workmanship and materials for up to one year after completion of the project.

11.2 Any materials, equipment, or workmanship discovered to be inferior or fails to perform as reasonably expected shall be repaired or replaced by the Contractor, at the Contractor's expense, within thirty (30) days of being notified of such discovery.

12 E-Verify

12.1 The provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of new hired employees. Failure of the provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of The Town of Lewisville that the provider will comply with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving Town funds

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13 Contractor's Performance and Payment:

13.1 Contractor shall perform all work described in the Scope of Work for a fixed fee of \$156,421.84 (One hundred fifty-six thousand four hundred twenty-one 84/100 dollars).

13.2 After an inspection and a determination of satisfactory completion of all work as described in the Scope of Work within in the term as described in the Scope of the Contract, the Town will pay the contractor the sum of \$156,421.84 (One hundred fifty-six thousand four hundred twenty-one 84/100 dollars).

14 Notice:

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

14.1.1 Address for notices to the Town:

Town of Lewisville
Attention: Town Manager

Post Office Box 547
Lewisville, North Carolina 27023
Telephone: 945-5558

Signature Date
William H. Perkins, Jr., Town Manager

14.1.2 Address for notices to Contractor:

Yadkin Valley Paving, Inc.
121 Cloverleaf Drive
Winston-Salem, NC 27103
336-765-7900

Signature Date

Federal Tax Identification Number

This instrument has been pre-audited in the
Manner required by the Local Government
Budget and Fiscal Control Act.

Pam Orrell, Finance Officer

**RESOLUTION 2021035 OF THE LEWISVILLE TOWN COUNCIL
AWARDING CONTRACT FOR TOWN HALL ANNEX PARKING LOT PAVING**

WHEREAS, the front, side and rear parking lots at the Town Hall Annex are in need of resurfacing; and

WHEREAS, monies have been placed in the budget to complete this project; and

WHEREAS, quotes were received from two companies; and

WHEREAS, Hill's Paving of Lewisville has bid the best price for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Town Manager is authorized to award a contract for resurfacing of the asphalt areas of the Town Hall Annex to Hill's Paving, PO Box 898, Lewisville, NC for an amount not to exceed \$17,750.00 (Seventeen thousand seven hundred fifty dollars and no cents) for the paving described in the contract and proposal attached herein.

Resolved, approved and effective upon adoption, this the 6th day of May, 2021 by the Lewisville Town Council.

Mike Horn,
Mayor

ATTEST:

Joyce C. McWilliams Walker
Town Clerk

**RESOLUTION 2021036 OF THE LEWISVILLE TOWN COUNCIL
APPROVING THREE (3) YEAR LEASE AGREEMENT FOR TELEPHONE SERVICE**

WHEREAS, Town of Lewisville wishes to consolidate and update its voice and internet service;
and

WHEREAS, this three year lease agreement will bundle services between Town Hall, the Town Hall Annex and the G. Galloway Reynolds Community Center; and

WHEREAS, the lease agreement will include a charge of \$2,022.96 plus taxes, surcharges and other fees per month for phones and service at the three locations.

NOW THEREFORE BE IT RESOLVED THAT the Lewisville Town Council approves the lease agreement between Town of Lewisville and Spectrum Enterprise and authorizes the town manager to execute the agreement.

Resolved and effective upon adoption, this the 6th day of May, 2021 by the Lewisville Town Council.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk