

Lewisville Town Council  
(Continued) Meeting Agenda  
Monday, June 14, 2021 – 6:00 p.m. (from Thursday, June 10, 2021)  
Digitally originating in Council Chambers 1<sup>st</sup> Floor – Lewisville Town Hall  
6510 Shallowford Road

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Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87579045139?pwd=ZG9YQWFla25lVHhidnczV2FhSC9YQT09>

Passcode: 176624

Or

Telephone: 312-626-6799

Webinar ID: 875 7904 5139

Passcode: 176624

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1. **Call to Order**
  - a. Roll Call
  
2. **Unfinished Business**
  - (1) **Ordinance 2021001** - Budget Ordinance for fiscal year 2021-2022
  - (2) **Ordinance 2021029** - Closing the Capital Reserve Ordinance- Municipal Storm Water Capital Reserve Fund
  - (3) **Ordinance 2021030** - authorizing the establishment and maintenance of the Public Works Facility Capital Reserve Fund
  - (4) **Ordinance 2021032** – Amending the Municipal Buildings and Land Capital Reserve Fund.
  - (5) **Resolution 2021041** – Awarding Town Hall janitorial contract for fiscal years ended June 2022, 2023, and 2024 to Executive Cleaning Services.
  - (6) **Resolution 2021042** – Awarding Jack Warren Park, Shallowford Square, Town Hall Annex, and G. Galloway Reynolds Community Center janitorial contract for fiscal years ended June 2022, 2023, and 2024 to Executive Cleaning Services.
  - (7) **Resolution 2021043** – Awarding the newsletter printing contract for fiscal year 2021-2022 to Sir Speedy.
  - (8) **Resolution 2021044** – Awarding the contract for placement of Christmas decorations for fiscal year 2021-2022 to Elite Landscape Service & Nursery.
  - (9) **Resolution 2021045** – Awarding contract for maintenance of Town’s shrubs, trees and flower beds for fiscal years June 2022, 2023, and 2024 to Ecologic.
  - (10) **Resolution 2021046** – Awarding contract for snow and ice removal for fiscal years ended June 2022, 2023, and 2024 to Spease Lawn Care.
  - (11) **Resolution 2021047** – Awarding contract for grounds maintenance for fiscal years ended June 2022, 2023, and 2024 to Yards by Us.

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3. **For the Good of the Order**
  - a. Council comments
  - b. Adjournment

**TOWN OF LEWISVILLE  
BUDGET ORDINANCE NUMBER 2021001  
FISCAL YEAR 2021-2022 BUDGET**

**BE IT ORDAINED** by the Town Council of the Town of Lewisville, North Carolina:

**Section 1:** The following amounts are hereby appropriated in the General Fund for the operation of the Town Government and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore established for the Town:

Governing Body	\$	265,395
Administration	\$	703,530
Student Leadership Committee	\$	700
Finance	\$	246,851
Debt Service	\$	236,000
Beautification	\$	88,800
Public Works	\$	670,370
Storm Water	\$	115,341
Powell Bill	\$	316,750
Solid Waste	\$	862,605
Recycling	\$	7,195
Community Policing	\$	692,745
Public Safety	\$	10,150
Streets	\$	271,939
Planning & Zoning	\$	462,820
Parks and Recreation	\$	361,353
<b>TOTAL DEPARTMENTAL APPROPRIATIONS</b>	\$	<b>5,312,544</b>

**TOWN OF LEWISVILLE  
BUDGET ORDINANCE NUMBER 2021001  
FISCAL YEAR 2021-2022 BUDGET**

**Section 2:** It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Ad Valorem Property Tax	\$ 2,761,490
Tax Penalties & Interest	\$ 4,000
Sales Tax	\$ 896,530
Local Occupancy Tax	\$ 21,000
Video Programming Sales Tax	\$ 134,810
Electricity Sales Tax	\$ 438,110
Sales Tax on Piped Natural Gas	\$ 16,020
Telecommunications Sales Tax	\$ 27,950
Recreational Facilities Rental Fees	\$ 0
Recreational Facilities Rental Fees - Non Residents	\$ 0
Investment Revenue	\$ 370
Beer & Wine Tax	\$ 59,470
ABC Board Revenue	\$ 190,000
Powell Bill Street Aid Distribution	\$ 316,750
Miscellaneous Revenue	\$ 4,000
Gas Tax Refund	\$ 200
Solid Waste Disposal Tax	\$ 9,890
Planning and Developer Fees	\$ 5,000
Storm Water Plan Review Fees	\$ 1,000
Fund Balance Appropriated - General Fund	\$ 425,954
<b>TOTAL REVENUES</b>	<b>\$ 5,312,544</b>

**TOWN OF LEWISVILLE  
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FISCAL YEAR 2021-2022 BUDGET**

**Section 3:** The following amounts are hereby appropriated in the Special Revenue Fund for the operation and activities of the Willow Run Municipal Service District for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in accordance with the chart of accounts heretofore established for the Municipal Service District:

Legal Expense	\$	1,000
Supplies	\$	2,000
Contracted Services	\$	29,180
Contingency	\$	3,570
<b>TOTAL</b>	<b>\$</b>	<b>35,750</b>

**Section 4:** It is estimated that the following revenues will be available in the Willow Run Municipal Service District Special Revenue Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Ad Valorem Property Tax	\$	35,750
<b>TOTAL</b>	<b>\$</b>	<b>35,750</b>

**Section 5:** The following amounts are hereby appropriated in the American Rescue Plan Special Revenue Fund for the operation and activities of the federal funding received from the American Rescue Plan for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in accordance with the chart of accounts heretofore established for the special revenue fund:

Contracted Services	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>0</b>

**TOWN OF LEWISVILLE  
BUDGET ORDINANCE NUMBER 2021001  
FISCAL YEAR 2021-2022 BUDGET**

**Section 6:** It is estimated that the following revenues will be available in the American Rescue Plan Special Revenue Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Federal Grant Revenue	\$	0
<b>TOTAL</b>	\$	0

**Section 7:** The following amount is hereby appropriated in the Great Wagon Road Right-of-Way/Construction Capital Reserve Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in accordance with the chart of accounts heretofore approved for the Town:

Reserve for future expenditures	\$115,000
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**Section 8:** The following revenue will be available in the Great Wagon Road Right-of-Way/Construction Capital Reserve Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Transfer from General Fund	\$115,000
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**Section 9:** The following amount is hereby appropriated in the Storm Water Capital Reserve Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in accordance with the chart of accounts heretofore approved for the Town:

Reserve for future expenditures	\$ 0
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**Section 10:** The following revenue will be available in the Storm Water Capital Reserve Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Transfer from General Fund	\$ 0
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**Section 11:** The following amount is hereby appropriated in the Municipal Buildings and Land Capital Reserve Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in accordance with the chart of accounts heretofore approved for the Town:

Reserve for future expenditures	\$ 0
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**Section 12:** The following revenue will be available in the Municipal Buildings and Land Capital Reserve Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Transfer from General Fund	\$ 0
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**TOWN OF LEWISVILLE  
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**Section 13:** The following amount is hereby appropriated in the Sidewalks/Bike Paths/Greenways Capital Reserve Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in accordance with the chart of accounts heretofore approved for the Town:

Reserve for future expenditures	\$ 25,000
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**Section 14:** The following revenue will be available in the Sidewalks/Bike Paths/Greenways Capital Reserve Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Transfer from General Fund	\$ 25,000
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**Section 15:** The following amount is hereby appropriated in the Public Works Facility Capital Reserve Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in accordance with the chart of accounts heretofore approved for the town:

Reserve for future expenditures	\$ 95,000
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**Section 16:** The following revenue will be available in the Public Works Facility Capital Reserve Fund for the fiscal year beginning July 1, 2021, and ending June 30, 2022:

Transfer from General Fund	\$ 95,000
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**Section 17:**

(A) For the Town of Lewisville: There is hereby levied a tax rate of seventeen and seven tenths cents (17.7¢) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2021, for the purpose of raising the revenue listed as "Ad Valorem Property Tax" in the General Fund in Section 2 of this ordinance.

This rate is based on a total valuation of property for the purpose of taxation of \$1,608,414,955 and an estimated rate of collection of 97%. The estimated rate of collection is based on the fiscal 2019-2020 collection rate of 99.64%.

(B) For the Willow Run Municipal Service District: There is hereby levied a tax rate of five cents (5.0¢) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2021, for the purpose of raising the revenue listed as "Ad Valorem Property Tax" in the Special Revenue Fund in Section 4 of this ordinance.

This rate is based on a total valuation of property for the purpose of taxation of \$73,708,656 and an estimated rate of collection of 97%.

**Section 18:** GWR R-O-W/Construction Capital Projects Fund is included as a part of this budget ordinance.

**TOWN OF LEWISVILLE  
BUDGET ORDINANCE NUMBER 2021001  
FISCAL YEAR 2021-2022 BUDGET**

**Section 19:** Jack Warren Park Maintenance Facility/Playground Expansion Capital Projects Fund is included as part of this budget ordinance.

**Section 20:** Gateway Project Capital Projects Fund is included as part of this budget ordinance.

**Section 21:** Community Center Capital Projects Fund is included as a part of this budget ordinance.

**Section 22:** Roundabout at Lewisville-Vienna Road and Robinhood Road Capital Projects Fund is included as part of this budget ordinance.

**Section 23:** Events expenditures are calculated at \$6.50 per resident using the estimated population count of 13,392. The budget for events is \$87,048.

**Section 24:** Travel Per Diem Rates and Fee Schedules are hereby established in accordance with Appendix A and C attached hereto.

**Section 25:** Salary range minimums and maximums for town staff are hereby established in accordance with Appendix B attached hereto.

**Section 26.** The Town Manager shall have the authority per G.S. 159-15 to transfer appropriations from one line item to another line item within a departmental budget. These changes should not result in increases in recurring obligations such as salaries. The manager is further authorized to transfer funds from one appropriation to another in a different department within the same fund with a maximum of \$10,000 provided that such transfer shall be reported to the Town Council at its next regular meeting and shall be entered in the minutes. No additional transfers shall be made between funds, except as approved by the Town Council in the Budget Ordinance as amended. The Town Manager shall have the authority to approve and execute contracts in amounts not to exceed \$10,000. The manager has the authority to make a change order to an existing paving contract not to exceed \$40,000.

**Section 27.** The manager shall not hire or authorize the hiring of employees that will result in more than the equivalent of 10.5 full time permanent employees and a seasonal part-time intern to be paid. However, the manager may, at their discretion, hire the town clerk to replace the retiring town clerk up to 3 months prior to the town clerk's retirement date for purposes of training and a smooth transition.

**Section 28:** Appendix A Lodging Plus Per Diem Rates FY 2021-2022 is herein incorporated into this ordinance.

**Section 29:** Appendix B Salary Ranges by Pay Grade is herein incorporated into this ordinance.

**Section 30:** Appendix C Fiscal Year 2021-2022 Fee Schedule is herein incorporated into this ordinance.



**TOWN OF LEWISVILLE  
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FISCAL YEAR 2021-2022 BUDGET**

**Section 31:** Copies of this Budget Ordinance shall be furnished to the Finance Officer, the Budget Officer and Town Clerk, to be kept on file by them for their direction in the disbursement of funds.

**ADOPTED THIS THE 14<sup>th</sup> DAY OF JUNE, 2021 BY THE LEWISVILLE TOWN COUNCIL.**

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

ATTEST: \_\_\_\_\_  
Joyce C. McWilliams Walker, Town Clerk

**TOWN OF LEWISVILLE  
BUDGET ORDINANCE NUMBER 2021001  
FISCAL YEAR 2021-2022 BUDGET**

**APPENDIX A**

**LODGING PLUS PER DIEM RATES FY 2020-2021**

1. Reference Town of Lewisville Personnel Policy Resolution section 8-3 (Seminars and Training) the following per diem rates are enacted for FY 2021-2022:

- a. Authorized travelers will be reimbursed for the full cost of overnight lodging accommodations plus the following meal rates, except as stated in paragraph 1b. below:

<u>Application Time</u>	<u>Meal</u>	<u>Rate</u>
7:00 A.M.	Breakfast	\$ 10.00
12:00 Noon	Lunch	\$ 10.00
6:00 P.M.	Dinner	<u>\$ 25.00</u>
	<b>Total</b>	<b><u>\$ 45.00</u></b>

- b. Exception to 1. a.: When Council and/or Town Staff dine together as part of a group function, one (1) town credit card will be used for payment and total meal expenses will be equally divided among all participants and posted accordingly to the appropriate departmental expense. Individual meal rates for this function may be over or under per diem rates. No reimbursement shall be made for these expenses.

2. Partial day per diem will be based on meal rate deductions which will be determined by the time of departure from and return to Lewisville. Departure from Lewisville or the traveler's regular place of business prior to the next application time will qualify the traveler for the appropriate meal rate. Return to Lewisville or the traveler's regular place of business prior to the application time will result in non-payment of the corresponding meal rate.

3. Meals provided by the sponsor of a conference or meeting will result in the corresponding meal rate deduction. The traveler is required to report meals provided or consumed in flight when traveling by air, if meals are included in the hotel/motel room rate, or if meals are provided as a part of the attended program. Meals provided by the hotel/motel in which the traveler resides may be optional. For example, should continental breakfast be inadequate the traveler may have the option not to consume the provided meal and obtain a meal from an alternate source and be reimbursed at the corresponding per diem rate.

4. Traveler must complete a Town Travel Reimbursement claim form in order to receive payment for official travel, including local official travel mileage reimbursement claims. Lodging receipts, airline tickets, and other claims for reimbursement must be attached to the claim form. Receipts for meal expenses are not required except when using Town credit cards.

5. During FY 2021-2022 use of privately owned vehicles (POV) while conducting official town business will be reimbursed at the same rate established by the IRS. Employees and other Town Officials receiving an automobile allowance will not be reimbursed mileage when using their POV for official travel within the state.

**TOWN OF LEWISVILLE  
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**APPENDIX B**

**SALARY RANGES BY PAY GRADE**

Pay Grade	Salary Range	
	Minimum	Maximum
6	\$72,187	\$111,888
5	\$59,059	\$95,677
4	\$52,750	\$79,125
3	\$39,374	\$65,624
2	\$32,811	\$52,498
1	\$26,248	\$39,374

**Pay Grade**

**Classifications**

6	Finance Officer, Assistant Manager
5	Planner, Public Works Director
4	Town Clerk
3	Communications Specialist, Office Manager/ Events Coordinator, Stormwater Administrator
2	Maintenance Technician, Accounting Clerk I
1	Maintenance Worker I

**TOWN OF LEWISVILLE  
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**Fiscal Year 2021 - 2022 Fee Schedule**

**Appendix C - See Attached**

**Cancellations of Reservations for Use of Town Facilities:**

Cancellation 30 days prior to event	Full Refund
Cancellation 15 days to 29 days prior to event:	
Resident or non-resident	50% of base rental fee
Non-Resident	Forfeit Surcharge
Cancellation 14 days or less prior to event	Forfeit All Fees Paid

**Other**

Renters subject to policies established by the Parks, Recreation and Cultural Development Board and Town Code both as approved by Town Council.

**TOWN OF LEWISVILLE  
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**APPENDIX C  
FEE SCHEDULE**

Resource			<u>Account #</u>
<b><u>Town Code Chapter 16</u></b>			
<b>Facility Rental and Associated Fees</b>			
<b><u>G. Galloway Reynolds Community Center</u></b>	<b>Fees for 4 hours</b>	<b>Sur-Charge</b>	
Comm Ctr: Flr 1 or 2 Resident	\$35	-	10-00-3343-4000
Comm Ctr: Flr 1 or 2 Non-Resident	\$35	\$100	10-00-3343-4001
Comm Ctr: Flr 1 w/Kitchen Resident	\$55	-	10-00-3343-4000
Comm Ctr: Flr 1 w/Kitchen Non-Resident	\$55	\$100	10-00-3343-4001
Comm Ctr: Entire Bldg w/Kitchen Resident	\$85	-	10-00-3343-4000
Comm Ctr: Entire Bldg w/Kitchen Non-Resident	\$85	\$100	10-00-3343-4001
Cleaning Deposit	\$200		10-00-2160-1000
(Additional hours are priced at \$15 per hour)			
<b><u>Hank Chilton Pavilion at Lewisville Town Square</u></b>	<b>Fees for 4 hours</b>	<b>Sur-Charge</b>	
Town Square Pavilion Resident	\$35	-	10-00-3343-4000
Town Square Pavilion Non-Resident	\$35	\$100	10-00-3343-4001

**TOWN OF LEWISVILLE  
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Cleaning Deposit	\$200		10-00-2160-1000
(Additional hours are priced at \$15 per hour)			
<b>Jack Warren Park Pavilion</b>	<b>Fees for 4 hours</b>	<b>Sur-Charge</b>	
Jack Warren Park Pavilion Resident	\$35	-	10-00-3343-4000
Jack Warren Park Pavilion Non-Resident	\$35	\$100	10-00-3343-4001
Cleaning Deposit	\$200		10-00-2160-1000
(Additional hours are priced at \$15 per hour)			
Officer Fees (minimum 4 hrs each) (Required to serve alcohol [minimum 2] and Large events support) ( <b>Required</b> for high attendance events) When an event is cancelled with less than 24 hours prior to start time, officers will be paid \$35 per hour for a minimum of 4 hours and supervisors \$40 per hour for a minimum of 4 hours	\$35 per hour per officer \$40 per hour for supervisors		10-00-3344-4000
<b><u>Event Fees</u></b>			
<b>Parks and Recreation Program Fees</b>			
Fee to be determined by cost of program			10-00-3302-3001

**TOWN OF LEWISVILLE  
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<b>Planning &amp; Zoning Fees</b>			
Re-zoning Petitions & Development Fees			
General Use All Districts	\$1200		10-00-3352-4000
Special Use District Zoning	\$1500		10-00-3352-4000
Site Plan Approval Major (5 acres or greater)	\$1500		10-00-3352-4000
Site Plan Approval Minor (less than 5 acres)	\$1000		10-00-3352-4000
Site Plan Amendment	\$500		10-00-3352-4000
Zoning Text Amendment	\$900		10-00-3352-4000
Special Use Permit by Elected Body	\$1100		10-00-3352-4000
Staff and Minor Changes	\$150		10-00-3352-4000
Planning Board Review	\$600		10-00-3352-4000
Amending Uses	\$900		10-00-3352-4000
<b>Subdivision Fees</b>			
Subdivision Major (final plat)	\$1500		10-00-3352-4000
Subdivision Minor (final plat)	\$500		10-00-3352-4000
Recombination Plat - Exception	\$175		10-00-3352-4000
Zoning Certification Letter	\$25		10-00-3352-4000
Planning Staff Sub-division Denial Appeal	\$50		10-00-3352-4000
<b>Driveway Permit Fees</b>			
Residential	\$50		10-00-3352-4000
Commercial	\$250		10-00-3352-4000

**TOWN OF LEWISVILLE  
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FISCAL YEAR 2021-2022 BUDGET**

<b>Map Printing &amp; Other Planning &amp; Zoning Fees</b>			
Zoning Board of Adjustment Fees & Inspection Fees (See Winston-Salem Fee Schedule)			
Land Use, Zoning, and Special Map Copies	\$25		10-00-3352-4000
Miscellaneous Planning & Zoning Publications Black & White Color Outside vendor copy	Per page 2¢ 5¢ Cost		10-00-3352-4000
Street Name Change (resident initiated)	\$200 + Cost		10-00-3352-4000
Street Closing Request (resident initiated)	\$400		10-00-3352-4000
Temporary Sign Permits	\$35		10-00-3328-0000
<b>Stormwater Fees</b>			
<u>Review - No BMP Required</u>			
1 <sup>st</sup> Disturbed Acre	\$250		10-00-3329-0000
Each additional disturbed acre	\$40		10-00-3329-0000
Re-submittal			
1 <sup>st</sup> Disturbed Acre	\$250		10-00-3329-0000
Each additional disturbed acre	\$40		10-00-3329-0000
<u>Review - BMP Required</u>			
1 <sup>st</sup> Disturbed Acre	\$250		10-00-3329-0000
Each additional disturbed acre	\$100		10-00-3329-0000
Per Quantity BMP	\$500		10-00-3329-0000



**TOWN OF LEWISVILLE  
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FISCAL YEAR 2021-2022 BUDGET**

Re-submittal			
1 <sup>st</sup> Disturbed Acre	\$250		10-00-3329-0000
Each additional disturbed acre	\$100		10-00-3329-0000
Per Quantity BMP	\$500		10-00-3329-0000
Non-Review Administration Fee Less Than 1 acre	\$200		10-00-3329-0000
<b>Miscellaneous Fees</b>			
MSD Fishing License for other Lewisville residents	\$100		10-00-3839-8000
<b><u>Town Code Chapter 17</u></b>			
Abandoned, Hazardous, Junked Vehicles (see towing company fees)			
<b>Town Code Chapter 43</b>			
Tall Grass Nuisances (mowing) administrative fee	\$50		10-00-3839-8000
Tall Grass Nuisances (mowing) contractor abatement			
Operator	\$100 per hr		10-00-3839-8000
Equipment	\$100 per hr		10-00-3839-8000
Nuisances - attorney fees (per incident)			
<b><u>Bulky Item Removal</u></b>			
Long Bed Pick-up Truck Load	\$100		
6' x 12' Trailer	\$275		
Combined Use of Truck and Trailer	\$375		

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Photo Copies	Black & White Color Outside vendor copy	Per page 2¢ 5¢ Cost		10-00-3839-8000
Comprehensive Plan Copy (1 copy per household for residents - free)		\$25.00		10-00-3839-8000
Lewisville Street Map		\$3.00		10-00-3839-8000
Paver Bricks (Shallowford Square)		\$150		10-00-3839-8000
Tree Honoraries/Memorials (Jack Warren Park)		\$300		
Bench Honoraries/Memorials (Jack Warren Park)		\$600		
Check returned for Insufficient Funds		\$36		10-00-3839-8000
Thumb drive fee		\$10		10-00-3839-8000
Budget Copies (1 copy per household for residents - free)		\$3		10-00-3839-8000
Permit Application Fee for itinerant merchants and peddlers		\$10		10-00-3125-0001
<i>A Gardener's Guide to Landscaping and Plants by the Beautification Committee</i>		\$5		10-00-3839-8000
Board of Election filing fee for the offices of Mayor and Council Member payable to the Forsyth County Board of Elections		\$5		
Traffic Control Measures (See Policy)				10-00-3303-3000
Pedestrian Crossing Treatments (See Policy)				10-00-3303-3000

\* Fee includes posting of signs on the property, legal advertising and, if applicable, the mailing of letters to adjoining property owners.



# TOWN OF LEWISVILLE

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6510 Shallowford Road • P.O. Box 547 • Lewisville, NC 27023-0547  
Voice 336-945-5558 Fax 336-945-5531  
E-Mail: [townhall@lewisvillenc.net](mailto:townhall@lewisvillenc.net)  
WebSite: [www.lewisvillenc.net](http://www.lewisvillenc.net)

June 10, 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 for Budget as Adopted**

### **Executive Summary**

As Town Manager, I am pleased to present the proposed General Fund budget of \$5,312,544 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 \$561,059 or 11.8%. This budget as proposed is balanced with \$425,954 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 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 127.11% 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, 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 \$934,385 saved in a capital reserve fund and \$734,777 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 \$1,669,162 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 \$404,682 be transferred partly to a newly established capital reserve to accumulate funds for the construction of a public works facility in the Town in the amount of \$234,682 and the remainder \$170,000 be transferred to the Municipal Buildings/Land Capital Reserve Fund. 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.

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>\$235,000</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 \$4,907,137.

## **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.

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.

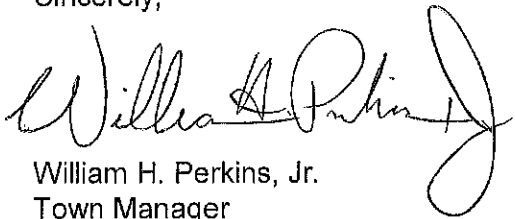
**Conclusion**

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. Over the past few weeks, the Council met to deliberate the proposal set forth, and made 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.

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

Sincerely,

A handwritten signature in cursive script that reads "William H. Perkins, Jr." The signature is written in black ink and is positioned to the right of the typed name.

William H. Perkins, Jr.  
Town Manager

**ORDINANCE 2021029 OF THE LEWISVILLE TOWN COUNCIL  
CAPITAL RESERVE ORDINANCE  
MUNICIPAL STORM WATER CAPITAL RESERVE FUND**

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**WHEREAS**, in April, 2005 a capital reserve fund was established to fund the storm water management program in the Town of Lewisville; and

**WHEREAS**, at their meeting on February 11, 2021 the Lewisville Town Council determined that there is no longer a need to build a storm water retention pond for the Downtown area; and

**WHEREAS**, at their meeting on February 11, 2021 the Lewisville Town Council agreed to discontinue the design and construction of the Heritage Drive Regional Storm Water Pond #1; and

**WHEREAS**, at their meeting on March 4, 2021 the Lewisville Town Council closed the Heritage Drive Regional Storm Water Pond #1 Capital Projects Fund; and

**WHEREAS**, the balance of the funds in the capital reserve (\$404,681.97) are to be transferred to the Municipal Buildings/Land Capital Reserve Fund and the Public Works Facility Capital Reserve Fund.

**NOW THEREFORE THE FOLLOWING AMENDMENTS SHALL BE MADE TO THE CAPITAL RESERVE:**

<b><u>Section 1.</u></b>		Revenues	
	21-00-3990-9000	Storm Water Capital Reserve- Fund Balance Appropriated	<u>\$404,681.97</u>
		Total Revenues	<u>\$404,681.97</u>

<b><u>Section 2.</u></b>		Expenditures	
	21-00-9820-4997	Storm Water Capital Reserve- Transfer to Municipal Buildings/ Land Capital Reserve Fund	\$170,000.00
	21-00-9820-4998	Storm Water Capital Reserve- Transfer to Public Works Facility Capital Reserve Fund	<u>\$234,681.97</u>
		Total Expenditures	<u>\$404,681.97</u>

**Section 3.** This closes the Municipal Storm Water Capital Reserve Fund.



**ORDINANCE 2021029 OF THE LEWISVILLE TOWN COUNCIL  
CAPITAL RESERVE ORDINANCE  
MUNICIPAL STORM WATER CAPITAL RESERVE FUND**

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**Section 4.** This ordinance shall become effective upon its adoption.

Adopted this the 10<sup>th</sup> day of June, 2021 by the Lewisville Town Council.

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

ATTEST:

\_\_\_\_\_  
Joyce C. McWilliams Walker, Town Clerk



**ORDINANCE 2021030 OF THE LEWISVILLE TOWN COUNCIL  
AUTHORIZING THE ESTABLISHMENT AND MAINTENANCE OF THE  
PUBLIC WORKS FACILITY CAPITAL RESERVE FUND**

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**WHEREAS**, there is a need in the Town of Lewisville, North Carolina to construct a public works facility; and

**WHEREAS**, the Town must bear the cost of purchasing land and constructing the public works facility at an estimated cost of \$1,000,000.

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

**Section 1.** The Lewisville Town Council hereby creates a Capital Reserve Fund for the purpose of purchasing land and constructing a public works facility.

**Section 2.** This fund will remain operational for a period not to exceed ten years (beginning July 1, 2021 and ending June 30, 2031) or until the capital reserve fund reaches a balance of \$1,000,000.

**Section 3.** The Lewisville Town Council will appropriate or transfer an amount of no less than \$95,000 each year from the General Fund to this fund.

**Section 4.** This ordinance shall become effective upon its adoption.

**Adopted the 10<sup>th</sup> day of June, 2021 by the Lewisville Town Council.**

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

ATTEST:

\_\_\_\_\_  
Joyce C. McWilliams Walker, Town Clerk

**ORDINANCE 2021032 OF THE LEWISVILLE TOWN COUNCIL  
AMENDING THE  
MUNICIPAL BUILDINGS AND LAND CAPITAL RESERVE FUND**

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**WHEREAS**, the Town of Lewisville established a Municipal Building Capital Reserve fund by Resolution 2006035 for the purpose of constructing the municipal building; and

**WHEREAS**, this fund will remain operational for a period not to exceed ten years (beginning July 1, 2006 and ending June 30, 2016) or until a cumulative sum not to exceed \$1,500,000 has been received; and

**WHEREAS**, the Lewisville Town Council will appropriate or transfer an amount of no less than \$150,000.<sup>00</sup> each year from the General Fund to this fund; and

**WHEREAS**, a transfer was made from the General Fund in the amount of \$150,000 during FY 2006-2007 and \$150,000 during FY 2007-2008; and

**WHEREAS**, Resolution 2006035 was corrected and suspended for FY 2008-2009 to Ordinance 2006048 on June 4, 2009; and

**WHEREAS**, the Town Council authorized the transfer of \$130,000.<sup>00</sup> of the accumulated funds to the Capital Projects Municipal Building Fund for FY 2008-2009 by Ordinance 2008021; and

**WHEREAS**, Town Council met on June 4, 2009 and determined that this fund may be used for other municipal buildings in the future; and

**WHEREAS**, Ordinance 2009023 amended the Municipal Building Capital Reserve Fund to Municipal Buildings Capital Reserve Fund; and

**WHEREAS**, Town Council, upon review of proposed budget for Fiscal Year 2009-2010, suspended the annual transfer of \$150,000.<sup>00</sup> from the General Fund to this fund during Fiscal Year 2009-2010; and

**WHEREAS**, Town Council met on February 13, 2010 and determined that this fund may be used for land in addition to future municipal buildings and transferred \$30,253 to Capital Project Municipal Buildings/Town Hall during FY 2009-2010; and

**WHEREAS**, Section 1. has been amended to read, "The Lewisville Town Council hereby creates a Capital Reserve Fund for the purpose of purchasing land and constructing municipal buildings."; and

**WHEREAS**, Town Council, upon review of the proposed budget for Fiscal Year 2010-2011, suspended the annual transfer of \$150,000 from the General Fund to this fund during Fiscal Year 2010-2011 and transferred \$6,300.29 to Capital Projects Municipal Building/Town Hall; and

**WHEREAS**, Town Council has approved a transfer to the Capital Projects Fund Maintenance Facility Jack Warren Park for construction of the facility in the amount of \$55,000.<sup>00</sup> for Fiscal Year 2011-2012; and

**WHEREAS**, Town Council, upon review of the proposed budget for Fiscal Year 2011-2012, transferred

**ORDINANCE 2021032 OF THE LEWISVILLE TOWN COUNCIL  
AMENDING THE  
MUNICIPAL BUILDINGS AND LAND CAPITAL RESERVE FUND**

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\$100,000.<sup>00</sup> for FY 2011-2012 to the Municipal Buildings and Land Capital Reserve Fund from the General Fund for FY 2011-2012; and

**WHEREAS**, Town Council, upon review of the proposed budget for Fiscal Year 2012-2013, transferred \$100,000.<sup>00</sup> for FY 2012-2013 to the Municipal Buildings and Land Capital Reserve Fund from the General Fund for FY 2012-2013; and

**WHEREAS**, Town Council, upon review of the proposed budget for Fiscal Year 2013-2014, transferred \$100,000.<sup>00</sup> for FY 2013-2014 to the Municipal Buildings and Land Capital Reserve Fund from the General Fund for FY 2013-2014; and

**WHEREAS**, on June 12, 2014, the Lewisville Town Council amended Ordinance 2006048 to read:

**Section 3.** The Lewisville Town Council will appropriate or transfer an amount of no less than \$100,000.<sup>00</sup> from the General Fund to this fund for FY 2014-2015; and

**WHEREAS**, Town Council, upon review of the proposed budget for Fiscal Year 2015-2016 transferred \$100,000.00 from the General Fund to this fund; and

**WHEREAS**, at its meeting on May 5, 2016, upon review of this fund, Council directed Ordinance 2006048 to be amended; and

**WHEREAS**, at its meeting on May 12, 2016, Town Council amended Sections 2 and 3 as follows:

**Section 2.** This fund will remain operational for a period not to exceed ten years (beginning July 1, 2006 and ending June 30, 2016) or until a cumulative sum not to exceed \$ 1,500,000 has been received. This ordinance is amended to remain operational for an additional period of ten (10) years beginning July 1, 2016 and ending June 30, 2026 or until the fund reaches a balance of one million five hundred thousand dollars (\$1,500,000.<sup>00</sup>).

**Section 3.** The Lewisville Town Council will appropriate or transfer an amount of no less than \$100,000.<sup>00</sup> from the General Fund to this fund for FY 2016-2017.

**WHEREAS**, on August 9, 2018, Section 2 of Ordinance 2006048 was amended as follows:

Effective with FY 2017-2018, the ordinance is amended to appropriate or transfer an amount of no less than \$170,000.<sup>00</sup> each fiscal year from the General Fund to the Capital Reserve Fund to June 30, 2026 or until the fund reaches a balance of \$1,500,000.<sup>00</sup>.

**WHEREAS**, on July 9, 2020, Section \_\_\_\_ of Ordinance \_\_\_\_ was amended as follows:

Amendment 1. The Town Council, at its meeting on April 15, 2019, transferred funds in the amount of \$16,000.<sup>00</sup> to the Community Center Capital Project Fund.

**ORDINANCE 2021032 OF THE LEWISVILLE TOWN COUNCIL  
AMENDING THE  
MUNICIPAL BUILDINGS AND LAND CAPITAL RESERVE FUND**

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Amendment 2. The Town Council, at its meeting on October 10, 2019, transferred funds in the amount of \$379,000.<sup>00</sup> to the Community Center Capital Projects Fund.

Amendment 3. The Town Council, at its meeting on November 7, 2019, transferred funds in the amount of \$28,200.<sup>00</sup> to the Community Center Capital Projects Fund.

**NOW THEREFORE BE IT ORDAINED** that Section \_\_\_ of Ordinance \_\_\_\_\_ is amended as follows:

Amendment 1. The Town Council, at its meeting on August 13, 2020, transferred funds in the amount of \$997,788 to the Community Center Capital Projects Fund.

Amendment 2. The Town Council, at its meeting on June 14, 2021, transferred funds in the amount of \$170,000 from the Municipal Storm Water Capital Reserve Fund to this fund.

Amendment 3. During discussions for FY 2021-2022 budget, Council determined there would be no transfers to this capital reserve from the General Fund. The Municipal Buildings and Land Capital Reserve Fund is amended for FY 2021-2022 to suspend funding for FY 2021-2022 to be resumed during FY 2022-2023.

**Effective upon adoption this 14<sup>th</sup> day of June, 2021 by the Lewisville Town Council.**

APPROVED: \_\_\_\_\_  
Mike Horn, Mayor

ATTEST: \_\_\_\_\_  
Joyce C. McWilliams Walker, Town Clerk

**RESOLUTION 2021041  
OF THE LEWISVILLE TOWN COUNCIL  
AWARDING TOWN HALL JANITORIAL SERVICE**

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**WHEREAS**, Executive Cleaning Services has provided a price for Town Hall janitorial service, and

**WHEREAS**, the janitorial service for Town Hall has been reviewed and itemized for FY 2021-2022, 2022-2023 and 2023-2024; and

**WHEREAS**, the itemized areas to be serviced at Town Hall by Executive Cleaning Services have been itemized in the attached contract; and

**WHEREAS**, the cost for Town Hall janitorial Service for fiscal years 2021-2022 is for an amount not to exceed \$8,150.<sup>00</sup>. The cost for Town Hall janitorial service for fiscal years 2022-2023 is for an amount not to exceed \$8,500.00. And the cost for Town Hall janitorial service for fiscal years 2023-2024 is for an amount not to exceed \$8,650.00.

**NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL** authorizes and directs the Town Manager to execute the attached contract, itemized in the Scope of Work for Town Hall janitorial service, to Executive Cleaning Services, 920 NC HWY 801 N, Advance, NC in an amount not to exceed \$8,150.<sup>00</sup> (Eight thousand one hundred fifty dollars and no cents) for 2021-2022, \$8,500.00 (Eight thousand five hundred dollars and no cents) for 2022-2023, and \$8,650.00 (Eight thousand six hundred fifty dollars and no cents) for 2023-2024.

**BE IT FURTHER RESOLVED** that the effective date of this contract is July 1, 2021.

**Adopted this 14<sup>th</sup> day of June, 2021 by the Lewisville Town Council.**

APPROVED: \_\_\_\_\_  
Mike Horn, Mayor

ATTEST: \_\_\_\_\_  
Joyce C. McWilliams Walker, Town Clerk

**TOWN OF LEWISVILLE CONTRACT**  
**TOWN HALL JANITORIAL SERVICE – 2021-2024**

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1 Contractor Billing Name and Address:

Executive Cleaning Services  
 920 NC Hwy 801 N  
 Advance, NC 27006

2 Scope of Work:

2.1 Contractor shall provide labor and materials to clean Town Hall facility located at 6510 Shallowford Road. The attached quote shall be made a part of this contract. Collected trash shall be placed in dumpster behind Town Hall Annex.

2.1 The Town shall supply paper products, liners and hand soap.

2.2 OFFICES/CONFERENCE ROOMS/HALLWAYS

FREQUENCY

Empty all trash receptacles and replace liners as necessary	1 x weekly
Remove all collected trash to designated area	1 x weekly
Dust all horizontal surfaces	1 x weekly
Spot clean all walls, light switches and doors	1 x weekly
Dust high and low areas (pictures, clocks, partition tops, etc.)	1 x weekly
Full vacuum	1 x weekly
Spot clean carpet areas for spills and other stains (as needed)	1 x weekly
Sanitize telephones	1 x weekly
Clean all interior glass on doors	1 x weekly
Check all interior windows and clean as needed	1 x weekly
Buff all VCT flooring	1 x monthly
Sanitize trashcans	1 x weekly
Sanitize doorknobs	1 x weekly
Vacuum/or brush out furniture upholstery	1 x monthly

RESTROOMS

FREQUENCY

Clean and sanitize all rest rooms fixtures, clean mirrors, refill dispensers, and empty trash	1 x weekly
Sweep and damp mop floors	1 x weekly
Spot clean walls	1 x weekly
Dust and clean rest room partitions (if applicable)	1 x weekly
Sanitize doorknobs	1 x weekly
Sanitize trashcans	1 x weekly

BREAKROOM

FREQUENCY

Empty all trash receptacles and replace liners	1 x weekly
Remove all collected trash to designated area	1 x weekly
Dust/clean all horizontal surfaces	1 x weekly
Dust high and low areas (pictures, clocks, partition tops, etc.)	1 x weekly
Sweep and damp mop floors, or vacuum floors	1 x weekly
Clean outside of microwave oven (if applicable)	1 x weekly
Clean all interior glass on doors	1 x weekly
Check all interior windows and clean where needed	1 x weekly
Buff all VCT flooring	1 x monthly
Sanitize doorknobs	1 x weekly
Sanitize trashcans	1 x weekly
Wipe clean all chairs and chair legs	1 x monthly
Wipe clean all table legs	1 x monthly

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**TOWN OF LEWISVILLE CONTRACT  
TOWN HALL JANITORIAL SERVICE – 2021-2024**

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**KITCHENS**

Empty all trash receptacles and replace liners as necessary	1 x weekly
Remove all collected trash to designated area	1 x weekly
Dust all horizontal surfaces	1 x weekly
Spot clean all walls, light switches and doors	1 x weekly
Spot clean carpet areas for spills and other stains (as needed)	1 x weekly
Sweep and damp mop floors	1 x weekly
Dust all horizontal surfaces	1 x weekly

**STAIRWELLS**

Sweep	1 x weekly
Damp mop floors (if needed)	

**INTERIOR WINDOWS**

Clean all windows	2 x year
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**BLINDS**

Clean all blinds	4 x year
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**MISCELLANEOUS**

Shampoo office carpet (quote separate)	<b><u>FREQUENCY</u></b> On request
Strip and wax VCT floors (quotes separate)	On request
Clean exterior of all windows	On request

**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 \$100,000 (One hundred thousand dollars).
- 4.1.3 General Liability at or above \$1,000,000 (One million dollars).
- 4.1.4 Automobile Liability Combined Single Limit at or above \$1,000,000 (One million dollars).
- 4.1.5 Products/Completed Operations (Each Occurrence/Aggregate) \$1,000,000/\$\$1,000,000 (One 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).



TOWN OF LEWISVILLE CONTRACT  
TOWN HALL JANITORIAL SERVICE – 2021-2024

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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.

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 30, 2024.

6.3     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 10 days 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 janitorial 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 Contact 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

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**TOWN OF LEWISVILLE CONTRACT**  
**TOWN HALL JANITORIAL SERVICE – 2021-2024**

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- 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.
- 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.
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TOWN OF LEWISVILLE CONTRACT  
TOWN HALL JANITORIAL SERVICE – 2021-2024

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7     Safety of Workers and Accident Exposure:

- 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 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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February 16, 2021

ADDENDUM

TOWN OF LEWISVILLE CONTRACT  
TOWN HALL JANITORIAL SERVICE – JUNE 2021-2024

Executive Cleaning proposes to extend the contract for an additional three years at the following term:

\$8,150.00 (Eight thousand, one hundred fifty & no/100 dollars) year one *2021-2022*  
\$8,500.00 (Eight thousand, five hundred & no/100 dollars) year two *2022-2023*  
\$8,650.00 (Eight thousand, six hundred fifty & no/100 dollars) year three *2023-2024*

This includes cleaning the Town Hall building one time per week.

Additional items discussed (stairwells, clean kitchen downstairs, clean blinds quarterly, and inside windows two times per year) are included in the cost.

Additional cost to clean the outside windows will be \$680.00 per time. This can be added to the monthly contract and will increase the cost based on the number of times you want the windows cleaned.

Submitted by:

Steve Collier, Operations Manager  
Executive Cleaning Services

Accepted by:

\_\_\_\_\_  
Town of Lewisville

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

Phone: 336.998.9340 Fax: 336.998.1759

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920 Highway 801 North  
Advance, North Carolina 27006

**RESOLUTION 2021042  
OF THE LEWISVILLE TOWN COUNCIL  
AWARDING JANITORIAL SERVICE CONTRACT  
FOR JACK WARREN PARK, SHALLOWFORD SQUARE, TOWN HALL ANNEX and  
G. GALLOWAY REYNOLDS COMMUNITY CENTER**

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**WHEREAS**, Executive Cleaning Services provided a price for janitorial service at Jack Warren Park, Shallowford Square, Town Hall Annex and the G. Galloway Reynolds Community Center; and

**WHEREAS**, the janitorial service for Jack Warren Park, Shallowford Square, Town Hall Annex and the G. Galloway Reynolds Community Center has been reviewed and itemized for FY 2021-2022, 2022-2023, and 2023-2024 ; and

**WHEREAS**, the itemized areas to be serviced at Jack Warren Park, Shallowford Square, Town Hall Annex and the G. Galloway Reynolds Community Center by Executive Cleaning Services have been itemized in the attached contract; and

**WHEREAS**, the cost for Jack Warren Park, Shallowford Square, Town Hall Annex and the G. Galloway Reynolds Community Center janitorial Service for fiscal years 2021-2022 is for an amount not to exceed \$14,544.<sup>00</sup>. The cost for fiscal years 2022-2003 is not to exceed \$15,420.00, and the cost for fiscal years 2023-2024 is not to exceed \$15,576.00.

**NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL** authorizes and directs the Town Manager to execute the attached contract, itemized in the Scope of Work for Jack Warren Park, Shallowford Square, Town Hall Annex and the G. Galloway Reynolds Community Center janitorial service, to Executive Cleaning Services, 920 NC HWY 801 N, Advance, NC in an amount not to exceed \$14,544.<sup>00</sup> (Fourteen thousand five hundred forty-four dollars and no cents) for 2021-2022, \$15,420.00 (Fifteen thousand four hundred twenty dollars and no cents) for 2022-2023, and \$15,876.00 (Fifteen thousand eight hundred seventy-six dollars and no cents) for 2023-2024.

**BE IT FURTHER RESOLVED that the effective date of this contract is July 1, 2021.**

**Adopted this 14<sup>th</sup> day of June, 2021 by the Lewisville Town Council.**

APPROVED: \_\_\_\_\_  
Mike Horn, Mayor

ATTEST: \_\_\_\_\_  
Joyce C. McWilliams Walker, Town Clerk

# TOWN OF LEWISVILLE CONTRACT

## Janitorial Services: Town Hall Annex, Reynolds Community Center, Jack Warren Park, and Shallowford Square – June 2021-2024

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1 Contractor Billing Name and Address:

Executive Cleaning Services  
920 NC Hwy 801 N  
Advance, NC 27006

2 Scope of Work:

2.1 Contractor shall provide labor to clean the bathrooms at Jack Warren Park, the bathrooms at Shallowford Square, the entire Town Hall annex building and the entire Reynolds Community Center. This work will be carried out (5) times per week. Collected trash shall be placed in dumpster behind Town Hall Annex. The attached quote is made a part of this contract.

2.1 The Town shall supply paper products, liners, hand soap and all cleaning products.

2.2 ANNEX

	<u>FREQUENCY</u>
Empty all trash receptacles and replace liners as necessary	5 x weekly
Remove all collected trash to designated area	5 x weekly
Dust all horizontal surfaces	1 x weekly
Spot clean all walls, light switches and doors	1 x weekly
Full vacuum	5 x weekly
Spot clean carpet areas for spills and other stains (as needed)	5 x weekly
Sanitize telephones	5 x weekly
Sanitize doorknobs	5 x weekly
Sanitize trashcans	1 x weekly

ANNEX KITCHEN

	<u>FREQUENCY</u>
Empty all trash receptacles and replace liners	5 x weekly
Remove all collected trash to designated area	5 x weekly
Dust/clean all horizontal surfaces	1 x weekly
Sweep and damp mop floors, or vacuum floors	5 x weekly
Clean outside of microwave oven (if applicable)	1 x weekly
Check all interior windows and clean where needed	1 x weekly
Sanitize trashcans	1 x weekly
Sanitize doorknobs	5 x weekly

REYNOLDS COMMUNITY CENTER

	<u>FREQUENCY</u>
Empty all trash receptacles and replace liners	5 x weekly
Sweep and damp mop floors, or vacuum floors	5 x weekly
Sweep stairwell	1 x weekly
Sanitize trashcans	1 x weekly
Sanitize doorknobs	5 x weekly

RESTROOMS AT ALL FOUR LOCATIONS

	<u>FREQUENCY</u>
Clean and sanitize all rest rooms fixtures, clean mirrors, refill dispensers, and empty trash	5 x weekly
Sweep and damp mop floors	5 x weekly

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# TOWN OF LEWISVILLE CONTRACT

## Janitorial Services: Town Hall Annex, Reynolds Community Center, Jack Warren Park, and Shallowford Square – June 2021-2024

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Spot clean walls (if applicable)	5 x weekly
Dust and clean rest room partitions (if applicable)	1 x weekly
Sanitize trashcans	1 x weekly
Sanitize doorknobs	5 x weekly

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 \$100,000 (One hundred thousand dollars).

4.1.3 General Liability at or above \$1,000,000 (One million dollars).

4.1.4 Automobile Liability Combined Single Limit at or above \$1,000,000 (One million dollars).

4.1.5 Products/Completed Operations (Each Occurrence/Aggregate) \$1,000,000/\$\$1,000,000 (One 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.

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 30, 2024.**

6.3 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 10 days 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 janitorial services.

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## TOWN OF LEWISVILLE CONTRACT

### Janitorial Services: Town Hall Annex, Reynolds Community Center, Jack Warren Park, and Shallowford Square -- June 2021-2024

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- 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.

# TOWN OF LEWISVILLE CONTRACT

## Janitorial Services: Town Hall Annex, Reynolds Community Center, Jack Warren Park, and Shallowford Square – June 2021-2024

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- 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:
- 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.
-

# TOWN OF LEWISVILLE CONTRACT

## Janitorial Services: Town Hall Annex, Reynolds Community Center, Jack Warren Park, and Shallowford Square – June 2021-2024

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- 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 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.
-

TOWN OF LEWISVILLE CONTRACT

Janitorial Services: Town Hall Annex, Reynolds Community Center, Jack Warren Park, and Shallowford Square – June 2021-2024

11 Contractor's Proposal:

11.1 Contractor proposes to accomplish all work described in the Scope of Work for a sum not to exceed \$14,544 (Fourteen thousand five hundred forty-four and 00/100 dollars) for 2021-2022; \$15,420 (Fifteen thousand four hundred twenty and 00/100 dollars) for 2022-2023; \$15,876 (Fifteen thousand eight hundred seventy-six and 00/100 dollars) for 2023-2024.

11.2 After determination of satisfactory completion of work described in the Scope of Work within the term as described in the Scope of Work, the Town will pay the contractor a sum not to exceed \$14,544 (Fourteen thousand five hundred forty-four and 00/100 dollars) for 2021-2022; \$15,420 (Fifteen thousand four hundred twenty and 00/100 dollars) for 2022-2023; \$15,876 (Fifteen thousand eight hundred seventy-six and 00/100 dollars) for 2023-2024.

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:

Executive Cleaning Services  
920 NC Hwy 801 N  
Advance, NC 27006

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

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

\_\_\_\_\_  
Pam Orrell, Finance Officer



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February 16, 2021

PROPOSAL  
FOR ADDITIONAL CLEANING

We propose to clean the following buildings five (5) times per week:

Community Center  
Annex  
Town Square bathrooms  
Jack Warren Park bathrooms

The annual cost to clean the buildings will be:

\$14,544.00 (Fourteen thousand, five hundred forty-four & no/100 dollars) for 2021/2022  
\$15,420.00 (Fifteen thousand, four hundred twenty & no/100 dollars) for 2022/2023  
\$15,876.00 (Fifteen thousand, eight hundred seventy-six & no/100 dollars) for 2023/2024

We understand that the Town of Lewisville will provide all paper products and cleaning supplies, and Executive Cleaning will only provide the labor to carry out the job in a professional manner.

Submitted by:

*Steve Collier*

Steve Collier, Operations Manager  
Executive Cleaning Services

Accepted by:

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Town of Lewisville

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

Phone: 336.998.9340 Fax: 336.998.1759

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920 Highway 801 North  
Advance, North Carolina 27006

**RESOLUTION 2021043 OF THE LEWISVILLE TOWN COUNCIL  
AUTHORIZING THE 2021-2022 NEWSLETTER PRINTING CONTRACT**

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**WHEREAS**, the newsletter printing needs have been reviewed for FY 2021-2022; and

**WHEREAS**, Sir Speedy has agreed to continue printing the newsletter for Town of Lewisville for a period of one (1) year, six (6) times during the year, and

**WHEREAS**, the estimated cost for printing (5,700 copies each printing) in fiscal year 2021-2022 is for an amount not to exceed \$13,377.<sup>00</sup> (Thirteen thousand three hundred seventy-seven dollars and no cents);

**NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL** authorizes the contract for newsletter printing services in an amount not to exceed \$13,377.<sup>00</sup> (Thirteen thousand three hundred seventy-seven dollars and no cents) to Sir Speedy, 1011 Burke Street, Winston-Salem, NC 27101 and authorizes and directs the Town Manager to execute the attached contract.

**BE IT FURTHER RESOLVED** that the effective date of this contract is July 1, 2021.

**Adopted this 14<sup>th</sup> day of June, 2021 by the Lewisville Town Council.**

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

ATTEST: \_\_\_\_\_  
Joyce C. McWilliams Walker, Town Clerk

# TOWN OF LEWISVILLE CONTRACT

## 2021-2022 NEWSLETTER – SIR SPEEDY

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1 Contractor Billing Name and Address:

Sir Speedy  
1011 Burke Street  
Winston-Salem, NC 27101

2 Scope of Work:

- 2.1 Contractor shall provide printing services to produce 5,700 copies of the Lewisville Citizen 6 (six) times per year, per attached quote.
- 2.2 Contractor's quote is a part of this contract.

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 \$1,000,000 (One million dollars).~~

~~4.1.4 Automobile Liability Combined Single Limit at or above \$1,000,000 (One million dollars).~~

~~4.1.5 Products/Completed Operations (Each Occurrence/Aggregate) \$1,000,000/\$1,000,000 (One 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.

# TOWN OF LEWISVILLE CONTRACT

## 2021-2022 NEWSLETTER – SIR SPEEDY

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### 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 30, 2022.
- 6.3 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 10 days 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 printing 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.



# TOWN OF LEWISVILLE CONTRACT

## 2021-2022 NEWSLETTER – SIR SPEEDY

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- 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:
- 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.
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# TOWN OF LEWISVILLE CONTRACT

## 2021-2022 NEWSLETTER – SIR SPEEDY

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- 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 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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TOWN OF LEWISVILLE CONTRACT  
2021-2022 NEWSLETTER – SIR SPEEDY

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11 Contractor's Proposal:

11.1 Contractor proposes to accomplish all work described in the Scope of Work for a sum not to exceed \$13,377.00 (Thirteen thousand three hundred seventy-seven 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 \$13,377.00 (Thirteen thousand three hundred seventy-seven 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:

Sir Speedy  
1011 Burke Street  
Winston-Salem, NC 27101

\_\_\_\_\_  
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



PRINT | SIGNS | MARKETING

In Business Since 1974

1011 Burke Street • Winston-Salem, NC 27101  
 PHONE (336) 722-4109 • FAX (336) 722-5446

info@sirspeedyws.com  
 www.sirspeedyws.com

Quotation	
No: 63279	Date: 02/04/21

Pam Orrell  
 TOWN OF LEWISVILLE  
 PO BOX 547  
 LEWISVILLE NC 27023-0547

SHIP TO:  
 TOWN OF LEWISVILLE  
 PO BOX 547  
 LEWISVILLE NC 27023-0547  
 Fax: 945-5531

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
1285	Pam Orrell	945-5558 x 5		Jody, Ext 211	Jody, Ext 211	Deliver
Quantity	Description					Price
5,700	Newsletter 2021/22 1 Original (2 sides)					1,480.50
5,700	Inside Pages 1 Original (2 sides)					651.00
5,700	Insert page on a bright color 1 Original (1 side)					588.00
					<b>Subtotal</b>	<b>2,719.50</b>
					Shipping	0.00
					Postage	0.00
					Tax	183.57
					<b>TOTAL</b>	<b>2,903.07</b>
					Terms	Net 30 Days

Prices are subject to file and/or hard copy review. Additional charges may apply. This price good for 30 days.

All quotes are subject to file and/or hard copy review. Additional charges may apply. This price is good for 30 days.

**RESOLUTION 2021044  
OF THE LEWISVILLE TOWN COUNCIL  
AWARDING CONTRACT FOR PLACEMENT OF CHRISTMAS DECORATIONS**

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**WHEREAS**, the Town of Lewisville wishes to provide seasonal decorations throughout the downtown area and the Vienna Business District during the Christmas season; and

**WHEREAS**, the town does not have a facility in which to store these decorations from year to year; and

**WHEREAS**, the Lewisville Beautification Committee selects the decorations to be used; and

**WHEREAS**, Elite Landscape Service & Nursery, Inc. maintains the selected decorations in storage until they are ready for use; and

**WHEREAS**, Elite Landscape Service & Nursery, Inc. not only stores the decorations but also installs the decorations.

**NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL** that the Town Manager is authorized to execute the contract on behalf of the Town of Lewisville to Elite Landscape Service & Nursery, Inc. of Pfafftown in an amount not to exceed \$12,100.<sup>00</sup> (Twelve thousand one hundred dollars and no cents) as per the attached contract.

**BE IT FURTHER RESOLVED** that the effective date of this contract is July 1, 2021.

**Adopted this 14<sup>th</sup> day of June, 2021 by the Lewisville Town Council.**

APPROVED: \_\_\_\_\_  
Mike Horn, Mayor

ATTEST: \_\_\_\_\_  
Joyce C. McWilliams Walker, Town Clerk

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**TOWN OF LEWISVILLE  
CONTRACT  
Downtown Holiday Decorations 2021-2022**

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1 Contractor Billing Name and Address:

Elite Landscape Service & Nursery, Inc.  
P.O. Box 565  
5590 Seward Road  
Pfafftown, North Carolina 27040  
336-924-1492 336-924-4339 (FAX)

2 Scope of Work:

2.1 Install the following stored Structural Lighting:

- 2.1.1 Octagonal Building (Pavilion) 1 each
- 2.1.2 Street Building (restrooms) 2 each

2.2 Install the following stored Landscape Lighting:

- 2.2.1 Clock Ground Lighting 1 each
- 2.2.2 Street Trees 7 each
- 2.2.3 Cedar Trees 8 each
- 2.2.4 Oak Trees 2 each
- 2.2.5 Crepe Myrtle 1 each
- 2.2.6 Cherry Tree 1 each
- 2.2.7 Provide equipment and personnel to erect 14' -16' live tree to be staked by Town staff.
- 2.2.8 Install lights on live 14' - 16' tree - 300 light multicolored L.E.D. property of Town and stored by contractor.
- 2.2.9 Install blue L.E.D. lights on memorial tree

2.3 Install the following stored Daytime Decor:

- 2.3.1 Porch Columns w/unlit Garland 8 each
- 2.3.2 Street Building w/lighted Wreath 2 each

2.4 Install the following stored Pole Mounts, Silhouettes, Motifs:

- 2.4.1 Pole mount wreaths 16 each
- 2.4.2 Install the following stored Pole Mounts, Silhouettes, Motifs on Yadkinville Road as indicated:
- 2.4.3 Pole mount wreaths: 6 each
- 2.5 Installation of all items to be completed no later than day prior to Thanksgiving Day of each year.

2.6 All pole mounted decorations shall be removed and all other lighted decorations shall be

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**TOWN OF LEWISVILLE  
CONTRACT  
Downtown Holiday Decorations 2021-2022**

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deactivated (power off or disconnected) no later than January 15 each year. All other decorations shall be removed no later than February 1 each year.

2.7 During installation, removal, and/or repair, the Contractor shall provide for proper traffic control when the operation includes work over or near the edge of the street and equipment is required to block or partially block a travel lane. Work may be accomplished during daylight or night conditions provided the Contractor properly marks the travel way to appropriately warn the traveling public.

2.8 Upon annual removal from display the Contractor shall store and secure all decorations in a facility under the Contractor's control.

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 \$100,000 (One hundred thousand dollars).

4.1.3 General Liability at or above \$1,000,000 (One million dollars).

4.1.4 Automobile Liability Combined Single Limit at or above \$100,000 (One hundred thousand dollars).

~~4.1.5 Products/Completed Operations (Each Occurrence/Aggregate) \$1,000,000 (One 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

**TOWN OF LEWISVILLE  
CONTRACT  
Downtown Holiday Decorations 2021-2022**

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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.

6 Scope of Contract:

- 6.1 Effective Date - This Contract shall become effective on the day of execution, or no later than November 1, 2020.
- 6.2 Term - The term of this contract shall be from time of signing and end February 1, 2021.
- 6.3 Contract Extension - The parties agree that by mutual consent, each expressed in writing and received at least fifteen (15) days before the termination contract period, that this Contract may be extended for an additional thirty (30) days 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 to provide and install holiday decorations.
- 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



**TOWN OF LEWISVILLE  
CONTRACT  
Downtown Holiday Decorations 2021-2022**

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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.
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- 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 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.
- 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.
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- 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
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**TOWN OF LEWISVILLE  
CONTRACT  
Downtown Holiday Decorations 2021-2022**

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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.
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- 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
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**TOWN OF LEWISVILLE  
CONTRACT  
Downtown Holiday Decorations 2021-2022**

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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:

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.

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 All materials and equipment shall be Contractor owned and maintained.

9.2 Upon Contractor notification by the Town the Contractor shall, within 24 hours, investigate the cause of any failure of the materials and/or equipment and repair same within 72 hours.

9.3 Any unsafe condition shall be immediately remedied to the satisfaction of the Town.

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 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 Subcontractors:

11.1 Contractor has the option to assign all or part of its rights and obligations under the terms of this contract (except as stated in the assignment clause 6.10 above). Any such assignment shall not relieve the Town of its duty of performance under any of the terms or conditions of this agreement. Contractor is obligated to see that all conditions of this Contract are fulfilled.

12 Contractor's Proposal:

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**TOWN OF LEWISVILLE  
CONTRACT  
Downtown Holiday Decorations 2021-2022**

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1 Contractor's Compensation and Method of Payment:

13.1 Contractor, upon successful completion of annual installation and removal, shall be compensated as follows:

13.2 \$12,100.00 (Twelve thousand one hundred and 00/100 dollars)

13.3 One half or 50 percent of the compensation shall be paid by the Town upon receipt of an invoice and after the decorations are installed.

1.3 The remaining half or 50 percent of the compensation shall be paid by the Town upon receipt of an invoice and after the decorations have been removed for storage.

1 Notice:

1.1 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.

1.1.1 Address for notices to the Town:

Town of Lewisville  
Attention: Town Manager  
PO Box 547  
Lewisville, North Carolina 27023

Telephone: 336-945-5558

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

1.1.2 Address for notices to Contractor:

Elite Landscape Service & Nursery, Inc.  
P.O. Box 565  
5590 Seward Road  
Pfafftown, North Carolina 27040  
336-924-1492  
336-924-4339 (FAX)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Pam Orrell, Finance Officer

**RESOLUTION 2021045 OF THE LEWISVILLE TOWN COUNCIL  
AWARDING CONTRACT FOR MAINTENANCE  
OF TOWN'S SHRUBS, TREES AND FLOWER BEDS**

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**WHEREAS**, it has become necessary to horticulturally maintain the Town's shrubs, trees and flower beds and all the peripheral materials associated with the maintenance; and

**WHEREAS**, EcoLogic is the company chosen to complete this work; and

**WHEREAS**, the cost for this service for Fiscal year 2021-2022 is for an amount not to exceed \$56,900.<sup>00</sup> and for fiscal years 2022-2023 an amount not to exceed \$58,607.00, and for fiscal years 2023-2024 an amount not to exceed \$60,365.00 as described per the quotes which have been attached and made part of the attached contract;

**NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL** authorizes the contract for shrubs, trees and flower beds for an amount not to exceed \$56,900.<sup>00</sup> (Fifty-six thousand nine hundred dollars and no cents) for 2021-2022, \$58,607.00 (Fifty-eight thousand six hundred seven dollars and no cents) for 2022-2023, and \$60,365.00 (Sixty thousand three hundred sixty-five dollars and no cents) for 2023-2024 and authorizes and directs the Town Manager to execute the attached contract.

**BE IT FURTHER RESOLVED** that the effective date of this contract is July 1, 2021.

**Adopted this 14<sup>th</sup> day of June, 2021 by the Lewisville Town Council.**

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

ATTEST:

\_\_\_\_\_  
Joyce C. McWilliams Walker  
Town Clerk

**TOWN OF LEWISVILLE CONTRACT**  
**2021-2024 Town of Lewisville Beautification Contract– EcoLogic**

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1      Contractor Billing Name and Address:

EcoLogic/ Jon Hannah  
9186 Reynolda Rd  
Pfaftown , NC 27040  
(336) 403-3121

2      Scope of Work:

2.1    **The Contractor shall provide labor and materials to provide full maintenance of all the town's shrubs, trees and flower beds as per the attached quote provided by the contractor.**

**The contractors quote is attached to and made a part of this contract.**

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 \$100,000 (One hundred thousand dollars).

4.1.3    General Liability at or above \$1,000,000 (One million dollars).

4.1.4    Automobile Liability Combined Single Limit at or above \$500,000 (Five hundred thousand dollars).

4.1.5    Products/Completed Operations (Each Occurrence/Aggregate) \$1,000,000/\$\$1,000,000 (One 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.

**TOWN OF LEWISVILLE CONTRACT**  
**2021-2024 Town of Lewisville Beautification Contract– EcoLogic**

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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 30, 2024**.
- 6.3     ~~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 10 days 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 tree 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 Contact 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.

TOWN OF LEWISVILLE CONTRACT  
2021-2024 Town of Lewisville Beautification Contract– EcoLogic

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- 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:
- 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.
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TOWN OF LEWISVILLE CONTRACT  
2021-2024 Town of Lewisville Beautification Contract– EcoLogic

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- 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 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.

**TOWN OF LEWISVILLE CONTRACT**  
**2021-2024 Town of Lewisville Beautification Contract– EcoLogic**

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**11 Contractor's Proposal:**

- 11.1 Contractor proposes to accomplish all work described in the Scope of Work for a sum not to exceed \$56,900 (Fifty-six thousand nine hundred and 00/100 dollars) for 2021-2022; \$58,607 (Fifty-eight thousand six hundred seven and 00/100 dollars) for 2022-2023; and \$60,365 (Sixty thousand three hundred sixty-five and 00/100 dollars) for 2023-2024.**
- 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 \$56,900 (Fifty-six thousand nine hundred and 00/100 dollars) for 2021-2022; \$58,607 (Fifty-eight thousand six hundred seven and 00/100 dollars) for 2022-2023; and \$60,365 (Sixty thousand three hundred sixty-five and 00/100 dollars) for 2023-2024.**

**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:**

EcoLogic/ Jon Hannah  
9186 Reynolda Rd  
Pfafftown , NC 27040  
(336) 403-3121

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Pam Orrell, Finance Officer



**EcoLogic Environmental Landscapes, LLC**

9186 Reynolda Road  
Pfafftown, NC 27040  
Jon@Think-EcoLogic.com  
336.403.3121  
February 15, 2021

Town of Lewisville Landscape Maintenance Proposal (3-year contract extension)

Maintenance of Town of Lewisville properties as described in contact approval documents of 2020 and as currently understood.

2021-2022 contract rate would remain as currently proposed. An increase of 3% would be applied in each of the subsequent years, unless otherwise negotiated. This additional amount would largely reflect increases in yearly labor and insurance costs. No significant increases in material expenses are expected in the foreseeable future.

2021-2022:

Annual contract amount - \$ 56,900  
Monthly installment - \$ 4741.67

2022-2023:

Annual contract amount - \$ 58,607  
Monthly installment - \$ 4883.92

2023-2024:

Annual contract amount - \$ 60,365  
Monthly installment - \$ 5,030.43

If, for the sake of convenience or budget consistency, the Town would prefer a set amount over the three-year period, the average of the three yearly fees could be used. In that case, a stabilized yearly amount would be:

July 2021 - June 2024:

Annual contract amount - \$ 58,624  
Monthly installment - \$ 4885.33



**EcoLogic Environmental Landscapes, LLC**

9186 Reynolda Road

Pfafftown, NC 27040

Jon@Think-EcoLogic.com

336.403.3121

February 15, 2021

Town of Lewisville Landscape Maintenance Proposal 2021-2022

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Pine Straw – \$ 19,000

(1900) bales @ \$10 per bale, spread (labor included for this item)

Mulch – \$ 2,940

(70) cubic yards, aged pine @ \$42 per yard

Annuals - \$ 720

Additional materials - \$ 450

(herbicides, fertilizer, soil amendments, etc.)

Labor (non-pine straw) – \$ 33,790

(750) total man hours @ \$43 per hour (\$32,250)

(20) consulting/principal hours @ \$77 (\$1540)

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Annual contract amount - \$ 56,900

Monthly installment - \$ 4741.67

\* This amount includes a \$6,190 reduction (\$515.83 per month) from 2020-2021.

**RESOLUTION 2021046 OF THE LEWISVILLE TOWN COUNCIL  
AWARDING CONTRACT FOR SNOW AND ICE REMOVAL**

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**WHEREAS**, it is necessary to prepare for storms in the winter; and

**WHEREAS**, it is necessary to have a contractor on stand-by should there be a snow or ice storm; and

**WHEREAS**, it is necessary to pre-determine a company for mobilization of the necessary equipment and manpower per NCDOT notification; and

**WHEREAS**, it is prudent to secure a contract for a three (3) year period starting July 1, 2021 or time of signing through June 30, 2024.

**NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL** that the Town Manager is authorized to award a contract for snow and ice removal to Spease Lawn Care, 2710 Beroth Road, Pfafftown, NC 27040.

**BE IT FURTHER RESOLVED THAT** Spease Lawn Care of Pfafftown, NC will be paid an hourly fee of \$225.<sup>00</sup> (Two hundred twenty-five dollars and <sup>00</sup>/<sub>100</sub> cents) per plow truck and \$75.<sup>00</sup> (Seventy-five dollars and <sup>00</sup>/<sub>100</sub> cents) per hour for supervisor vehicle for the work described in the contract herein attached.

**Adopted this 14<sup>th</sup> Day of June, 2021 by the Lewisville Town Council.**

**APPROVED:** \_\_\_\_\_  
Mike Horn, Mayor

**ATTEST:** \_\_\_\_\_  
Joyce C. McWilliams Walker, Town Clerk

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**TOWN OF LEWISVILLE CONTRACT**  
**SNOW REMOVAL July 1, 2021 – June 30, 2024**

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1     Contractor Billing Name and Address:

Brian Naylor Spease  
DBA Spease Lawn Care  
2710 Beroth Road  
Pfafftown, NC 27040  
336- 403-2467

2     Scope of Work:

- 2.1 Mobilization of the necessary equipment and manpower to a predesignated area for standby to start snow removal operations as per NCDOT notification.
- 2.2 Snow removal and salting of all streets inside the Town of Lewisville municipal boundaries identified as public streets maintained by the Town of Lewisville. Approximately 55 miles of two lane roadway varying in paved width from 14 feet to 30 feet.
  - 2.2.1 Once contract has been awarded the Contractor shall, within 15 days of notice, coordinate with the Public Works Director and obtain town street map(s) depicting the Town's snow removal plan.
  - 2.2.2 After snow has began to accumulate on roadway, Contractor shall begin snow removal and salting operations on the streets and roads of Lewisville. Salt provided by NCDOT through NCDOT contract
  - 2.2.3 Before starting snow removal the Contractor shall confirm with the Public Works Director the snow removal plan establishing the priority order of streets for snow removal.
  - 2.2.4 Contractor shall provide support equipment and personnel to ensure the safe operation of its equipment during snow removal operations.
  - 2.2.5 Contractor shall maintain communications with all crews by radio or cellular telephone, except crews may not be required to maintain constant communications provided a roving foreman or supervisor makes visual contact with such crew at least once every hour.
  - 2.2.6 Contractor shall maintain communications with the Town operations center (generally the Town Hall unless otherwise notified) and provide routine snow removal status reports.
  - 2.2.7 Contractor shall report equipment status to the Town operations center verifying the time each piece of equipment begins snow removal and ceases snow removal.
  - 2.2.8 Contractor shall provide personnel to operate snow removal equipment in an around-the-clock mode until snow has been removed or until directed to cease or reduce its effort per NCDOT notification with the Town having final decision to cease operation.
  - 2.2.9 Contractor shall notify the Town of any property damage caused by Contractor personnel or equipment and shall be responsible for remedying such damage, except damage to and displacement of road surface reflectors.
  - 2.2.10 Contractor shall not pile snow in any driveway but is not responsible for clearing driveways blocked by the routine removal of snow from Town streets.

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
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**TOWN OF LEWISVILLE CONTRACT**  
**SNOW REMOVAL July 1, 2021 – June 30, 2024**

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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 \$100,000 (One hundred thousand dollars).
- 4.1.3 General Liability at or above \$1,000,000 (One million dollars).
- 4.1.4 Automobile Liability Combined Single Limit at or above \$1,000,000 (One million dollars).
- 4.1.5 Products/Completed Operations (Each Occurrence/Aggregate) \$1,000,000/\$1,000,000 (One 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.

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 for 3 (three) years starting July 1, 2021 through June 30, 2024.**
- 6.3 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.
- 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 sprinkler inspection.
- 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

**TOWN OF LEWISVILLE CONTRACT**  
**SNOW REMOVAL July 1, 2021 – June 30, 2024**

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- 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 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.
- 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.
- 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. Judgement 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
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**TOWN OF LEWISVILLE CONTRACT**  
**SNOW REMOVAL July 1, 2021 – June 30, 2024**

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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:**

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 Afrequent@ and Aregular@ 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 Afrequent@ and Aregular@ 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: ASubcontractor shall, at its own expense, strictly adhere to all pertinent safety standards, rules and OSHA regulations required or

**TOWN OF LEWISVILLE CONTRACT**  
**SNOW REMOVAL July 1, 2021 – June 30, 2024**

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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 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.

**TOWN OF LEWISVILLE CONTRACT**  
**SNOW REMOVAL July 1, 2021 – June 30, 2024**

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**11 Contractor's Proposal:**

**11.1 Contractor proposes to accomplish all work described in the Scope of Work for a hourly fee of \$225.00 (Two hundred twenty-five 00/100 dollars) per plow truck and \$75.00 (Seventy-five and 00/100 dollars) per hour for supervisor vehicle. In the event that the price of diesel fuel rises to \$3.50 per gallon, the hourly cost for a plow truck shall be \$227.00 (Two hundred twenty-seven and 00/100 dollars).**

**11.2 After an inspection and a determination of satisfactory completion of all work as described in the Scope of Work within the term as described in the Scope of the Contract, the Town will pay the contractor an hourly fee of \$225.00 (Two hundred twenty-five 00/100 dollars) per plow truck and \$75.00 (Seventy-five and 00/100 dollars) per hour for supervisor vehicle. In the event that the price of diesel fuel rises to \$3.50 per gallon, the hourly cost for a plow truck shall be \$227.00 (Two hundred twenty-seven 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

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Signature	Date
William H. Perkins Jr., Town Manager	

**12.1.2 Address for notices to Contractor:**

Brian Naylor Spease  
DBA Spease Lawn Care  
2710 Beroth Road  
Pfafftown, NC 27040  
336- 403-2467

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Signature	Date
Federal Tax Identification Number	

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

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Pam Orrell, Finance Officer

**RESOLUTION 2021047  
OF THE LEWISVILLE TOWN COUNCIL  
AWARDING GROUNDS MAINTENANCE SERVICES CONTRACT  
TO YARDS BY US FOR FY 2021-2022, 2022-2023 and 2023-2024**

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**WHEREAS**, Yards By Us provided a price for grounds maintenance, and

**WHEREAS**, the maintenance for grounds work has been reviewed and itemized for Fiscal Years 2021-2022, 2022-2023, and 2023-2024; and

**WHEREAS**, various areas to be serviced by Yards By Us have been itemized in the attached contract; and

**WHEREAS**, the cost for grounds maintenance for fiscal years 2021-2022, 2022-2023, and 2023-2024 is for an amount not to exceed the amounts for the areas noted below:

Area 1 -	\$45,800.04
Area 2 -	\$ 3,600. <sup>00</sup>
Area 3 -	\$ 440. <sup>00</sup>
Area 4 -	\$ 75. <sup>00</sup> an hour for flailing as service required
Area 4 -	\$ 55. <sup>00</sup> an hour for bush hogging as service required
Area 5 -	\$ 50. <sup>00</sup> an hour for unkempt lots as service required
Extra Services -	\$ 45. <sup>00</sup> as service requested

**NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL** authorizes and directs the Town Manager to execute the attached contract for grounds maintenance to Yards By Us of Winston-Salem, NC in the amounts stated for the areas identified for Area 1 as \$45,800.04, for Area 2 as \$3,600.<sup>00</sup>, for Area 3 as \$440.<sup>00</sup>, for Area 4 hourly rate of \$75.<sup>00</sup> for flailing as service required, for Area 4 hourly rate of \$55.<sup>00</sup> for bush hogging as service required, for Area 5 hourly rate of \$50.<sup>00</sup> for unkempt lots as service required, and an Extra Services hourly rate of \$45.<sup>00</sup> as service requested.

**BE IT FURTHER RESOLVED** that the effective date of this contract is July 1, 2021.

Adopted this 14<sup>th</sup> day of June 2021 by the Lewisville Town Council

APPROVED: \_\_\_\_\_  
Mike Horn, Mayor

ATTEST: \_\_\_\_\_  
Joyce C. McWilliams Walker, Town Clerk

# TOWN OF LEWISVILLE CONTRACT

## 2021-2024 GROUNDS MAINTENANCE

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1 Contractor Billing Name and Address:

Yards By US  
2467 Armstrong Drive  
Winston-Salem, NC 27103  
336-765-4484 office, 336-760-3047 fax

2 Scope of Work:

2.1 **The Contractor shall provide all the necessary supplies, equipment, and labor to perform the services outlined in the section titled "Landscape Maintenance Contract General Specifications" which is attached to and made a part of this contract.**

2.6 Performance Review

2.6.1 The Town shall conduct continuous and periodic Performance Reviews and evaluations of the Contractor's performance in meeting the requirements of this Contract.

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 \$100,000 (One hundred thousand dollars).

4.1.3 General Liability at or above \$1,000,000 (One million dollars).

4.1.4 Automobile Liability Combined Single Limit at or above \$1,000,000 (One million dollars).

4.1.5 Products/Completed Operations (Each Occurrence/Aggregate) \$1,000,000 /\$1,000,000 (One 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.

# TOWN OF LEWISVILLE CONTRACT

## 2021-2024 GROUNDS MAINTENANCE

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- 6 Scope of Contract:
- 6.1 Effective Date - This Contract shall become effective on the day of execution. Contractor shall begin the specified work as set out by this agreement upon execution.
- 6.2 Term - The term of this contract shall start on **July 1, 2021 and end on June 30, 2024.**
- 6.3 Contract Extension - The parties agree that by mutual consent, each expressed in writing and received at least ninety (90) days before the termination contract period that this Contract may be extended for an additional year upon terms and conditions mutually agreed upon by both parties in writing.
- 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 Grounds Maintenance.
- 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 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.
- 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.
- 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. Judgement upon the award rendered by the arbitrators may be entered in any
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# TOWN OF LEWISVILLE CONTRACT

## 2021-2024 GROUNDS MAINTENANCE

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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:
- 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
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# TOWN OF LEWISVILLE CONTRACT

## 2021-2024 GROUNDS MAINTENANCE

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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, under similar conditions, and as of the time the work is performed.
- 9.3 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.

### 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 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.



TOWN OF LEWISVILLE CONTRACT  
2021-2024 GROUNDS MAINTENANCE

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**11 Contractor's Proposal:**

**11.1 Contractor proposes to accomplish all work described in the Scope of Work for a period of 3 (three) years for Service Areas 1 through 5 as outlined in the "Contractor Bid Form for Contract Landscape and Grounds Maintenance Services" which is attached to and made a part of this contract. Extra services will be billed at the rate of \$45 per hour as needed.**

**11.2 After an inspection and a determination of satisfactory completion of work described in the Scope of Work for a period of 3 (three) years for SERVICE AREAS 1 through 5, the Town will pay the Contractor per monthly invoice. Each invoice shall indicate the date, location, and time of services performed and amounts of payment requested. The Town will pay the Contractor per monthly invoice for extra services at \$45 per hour. Each invoice shall indicate the date, location, and time of services performed and amounts of payment requested.**

**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  
PO Box 547  
Lewisville, NC 27023

Telephone: 336-945-5558

\_\_\_\_\_  
William H. Perkins, Jr.

**12.1.2 Address for notices to Contractor:**

Yards by US  
2467 Armstrong Drive  
Winston-Salem, NC 27103  
336-765-4484 office, 336-760-3047 fax

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

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

\_\_\_\_\_  
Pam Orrell, Finance Officer

# TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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## Town of Lewisville Landscape Maintenance Contract General Specifications

### I. GENERAL CONDITIONS

#### CONTRACT PERIOD

The initial term of performance of this maintenance contract will be for a period of twelve (12) months beginning on July 1, 2020 and ending on June 30, 2021. Upon mutual agreement between the Town and the Contractor, the contract may be extended for additional periods of one (1) year. All changes in the terms and conditions of this contract must be confirmed in the form of a written amendment, which is to be approved by the Town Manager.

- A. The Contractor shall furnish all supplies and equipment necessary to perform the services required by this contract.
- B. The Contractor agrees not to use any materials or equipment for the work under this agreement that does not meet the necessary requirements for the public safety and the safety of the Town of Lewisville employees and citizens.
- C. The work shall be performed so as to minimize inconvenience to the Town. Throughout the duration of the agreement, the Contractor shall maintain access to the work areas as required by the Town, unless prior written approval is otherwise obtained in advance. The Contractor shall provide signs, and warning devices as needed to ensure safe passage for pedestrian and vehicular traffic at all times.
- D. The Contractor shall make necessary provision to protect all work areas and shall be responsible for full restoration of any damages and costs of restoration to the work areas. All damages to the work areas, incidental to the performance of the work described in the entire documents shall be repaired or replaced by the Contractor.
- E. The Contractor shall make necessary provision to protect structures and property from any and all damage arising out of, relating to, or resulting from this work.
- F. The Contractor shall at all times, keep the premises free from accumulations of waste materials or rubbish caused by his/her employees at work, and at the completion of the Agreement. Contractor shall remove all supplies and/or materials belonging to Contractor from and about the work area and all tools, leaving the premises clean.
- G. Final payment on the Agreement amount will be made only after final inspection and acceptance of all work to be performed by the Contractor.

# TOWN OF LEWISVILLE CONTRACT

## 2021-2024 GROUNDS MAINTENANCE

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### SCOPE OF CONTRACT

The contractor will provide complete grounds maintenance including all reasonable and necessary labor, supervision, equipment and supplies to keep the contracted areas properly maintained (**see attached exhibits and maps**). The 5 Contracted areas shall be:

### AREA 1 MUNICIPAL GROUNDS AND RIGHT-OF-WAYS

Exhibit 1	Town Hall Annex Site
Exhibit 2	Community Center Site
Exhibit 3	Shallowford Square Site
Exhibit 4	US 421 & Williams Road
Exhibit 5	6611 Shallowford Road Right-of-Way
Exhibit 6	Traffic Circle
Exhibit 7	Town Hall
Exhibit 8	Jennings Road
Exhibit 9	Jack Warren Park Site
Exhibit 10	Jack Warren Park Site II
Exhibit 11	Lewisville-Clemmons Rd. Sidewalk - Between Jack Warren Park and Brookway West Dr.
Exhibit 12	Sidewalk Spraying - bi-weekly Shallowford Road Great Wagon Road (Square) Great Wagon Road (behind mill) Lewisville-Clemmons Road Lewisville-Vienna Road Arrow Leaf Drive Lucy Lane Williams Road
Exhibit 13	6665 Shallowford Road

The Contractor shall maintain the grass to a standard acceptable to the Town throughout the defined Service Area. Contractor shall supply an inventory list of all owned equipment and number of employees that will be used to accomplish Grounds Maintenance. Evidence of ownership of equipment and sufficient employees is a condition of this contract. Attached exhibits are a part of this contract.

The Contractor shall provide Pest, Weed, and Disease Control throughout the Service Area in a manner acceptable to the Town and within the guidelines or regulations that have been established by the appropriate agencies regulating the use of chemicals for these purposes.

The tasks must be accomplished during the specified times at each of the listed areas. A Town representative will inspect the premises on a routine basis to ascertain whether the services are being provided properly. The contractor shall maintain and keep current a weekly service report form that records all maintenance

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# TOWN OF LEWISVILLE CONTRACT

## 2021-2024 GROUNDS MAINTENANCE

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functions performed by the contractor's personnel. This form will be submitted monthly to the Town's Finance Officer by email. This report will be used to verify work completed and to coordinate invoices.

### **Specific**

**A. Mowing.** The Contractor shall mow grass areas on a periodic basis as directed by the Town staff (currently once weekly during the mowing season). Before each mowing the Contractor shall remove all debris and litter from the maintained areas. Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any missed uncut grass. Excess grass clippings should be evenly distributed over the turf. All mowing equipment shall be adjusted to proper height and blades shall be adequately sharpened. Mowing will be done carefully so as not to damage bark of trees, shrubs or other desirable plants or beds. Mowing shall be done at a safe speed as not to rut turf areas. Sharp turns should be limited to need only situations and never at speeds that result in rutting of soil to prevent erosion. Ruts made by contractor deemed excessive shall be repaired by contractor at contractor expense. Mowing will not be done when weather or conditions will result in damaged turf, uneven cutting, or rutting grounds. Mowing shall be accomplished in a manner as to preclude grass clipping from being tracked into buildings and the clippings are not to be left in travel ways or walk ways. Grass shall not be clipped shorter than is appropriate for the predominate type of grass in the Service Area and for the weather conditions as they pertain to current soil moisture content and the immediate expectation of rainfall. All mowing shall be accomplished in the same day.

**B. Clipping and Edging.** Clipping and Edging pertains to High Intensity and Medium Intensity Maintenance Service Areas only. Each time the grass in the applicable Service Area is mowed the need for Edging shall be evaluated. If Edging is required the edges shall be trimmed to meet the standard for the appropriate level of maintenance. Grass shall be trimmed during or as an immediate operation following mowing. Trimming may be accomplished by hand-held powered shears or rotary nylon "string" cutting machines. Grass will be trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass blades from around all obstacles and vertical surfaces in the turf such as sign posts, light poles, trees, walls, cement curbs and medians. Contractor shall use special care when trimming around trees to avoid damage to bark surface and/or the living cambium layer beneath. Trimming around fire hydrants is mandatory on all rights-of-way maintained by the contractor. Areas around fire hydrants shall be cleared sufficient to connect fire hoses. Grass clippings or debris caused by mowing, weed eating or trimming will be removed from adjacent walks, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a storm water inlet/catch basin(s) nor be allowed to enter into any body of water. Failure to follow these requirements may result in termination of the contract.

**C. Trimming.** The Trimming of trees and shrubs shall be accomplished by the Contractor on a basis of need and sound tree and shrub maintenance practices generally acceptable to the region and the species of plants being trimmed.

**D. Weed Control.** The Contractor shall take the necessary actions to control weeds in the Service Areas where weeds are undesirable. Weed Control includes, but is not limited to; [1] pulling weeds from Service Areas by manual or mechanical means; [2] application of Weed Control chemicals to control weeds by area coverage or spot coverage; or [3] a combination of these and other measures.

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# TOWN OF LEWISVILLE CONTRACT

## 2021-2024 GROUNDS MAINTENANCE

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E. **Pest Control.** The Contractor shall take the necessary actions to control or prevent damage to desirable plant life caused by pests. Pest Controls will generally take the form of appropriate chemical application in both preventative and corrective postures.

F. **Disease Control.** The Contractor shall take the necessary actions to control the spread of plant disease, eradicate plant diseases discovered in the Service Area, and/or prevent introduction of plant diseases known to be present in the geographic region. Disease Control may take on many forms but is expected to be through the use of good gardening procedures and the appropriate application of the acceptable chemicals or other substances known to control the spread or plant diseases.

G. **Soil Treatment.** The Contractor shall accept the current testing performed by the North Carolina Department of Agriculture for Town of Lewisville as their annual test. The Contractor shall apply the appropriate supplemental nutrients as indicated by these soil tests. The appropriate supplemental nutrients shall be in the form of fertilizers, minerals, and other materials as may be appropriate for the Service Areas.

H. **Watering.** The Contractor shall monitor soil moisture content and weather conditions to determine the need to water plants/grass. The Contractor may collect water from the Town Hall, Community Center, or Shallowford Square to water off site locations. Contractor shall supply manpower and equipment to water or spray sites as necessary to sustain viable healthy plant life.

### **Litter and Debris Removal**

A. Litter and any other debris should be removed by the contractor on an as needed basis.

Litter and debris is defined as objects that are unsightly or present obstacles to mowing and other grounds maintenance operations including but not limited to, rocks in turf areas, wind and storm damage items; paper, glass, trash, or debris deposited or blown onto the sites, metal, auto parts, tires, parts of tires and any material illegally dumped on the roadways; and tree limbs; are to be removed to the extent of right of way. The Contractor is responsible for all dump fees associated with debris removal.

B. Leaf buildup shall be removed by the contractor on a regular basis. For heavy accumulation, such as seasonal buildup in the fall the contractor will be expected to remove leaves in a reasonable period of time so as not to damage turf or prevent water flow into gutters. The contractor shall continue leaf removal until all leaves are removed. This includes all areas that are maintained where leaves continue to collect during the winter months. The leaves are to be removed not deposited in ditches or tree line areas.

C. Litter and debris removal frequencies: At a minimum of every two weeks or as needed. The Contractor shall inspect the areas involved and become aware of the existing conditions and the extent of the work to be performed. The areas are listed above and on the Contractor Bid Form for mowing maintenance services

### **Permits, Licenses and Taxes**

A. The contractor shall obtain and assume the cost of all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the Town.

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TOWN OF LEWISVILLE CONTRACT  
2021-2024 GROUNDS MAINTENANCE

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B. The contractor shall possess and maintain a current North Carolina Department of Agriculture Pesticide Applicator License.

TOWN OF LEWISVILLE CONTRACT  
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**AREA 2**  
**WILLOW RUN MUNICIPAL SERVICE DISTRICT – DAM MOWING**

Exhibit 14 – 1 of 4  
Exhibit 14 – 2 of 4  
Exhibit 14 – 3 of 4  
Exhibit 14 – 4 of 4  
Exhibit 15 – 1 of 2  
Exhibit 15 – 1 of 2

A. The Contractor shall by bush-hogging, weed-eating or brush mowing, clear the Desmond, Falmouth, Marblehead and Harwich dams of overgrown vegetation to the ground three times per year: May, July and October as directed by the Town’s Public Works Director or designee.

B. Contractor shall fertilize, lime and overseed dams with creeping red fescue and tall fescue each fall.

**AREA 3**  
**WILLOW RUN MUNICIPAL SERVICE DISTRICT – GUARDRAIL MOWING**

Exhibit 14 – 1 of 4  
Exhibit 14 – 2 of 4  
Exhibit 14 – 3 of 4  
Exhibit 14 – 4 of 4  
Exhibit 15 – 1 of 2  
Exhibit 15 – 1 of 2

The Contractor shall mow and trim Lake Marblehead Dam (on lake side) and Lake Falmouth, Lake Desmond, and Lake Harwich guardrail areas 8 (eight) times during the fiscal year (July 1 through June 30) as directed by the Town’s Public Works Director or designee.

**AREA 4**  
**RIGHT-OF-WAY MOWING**

The Contractor shall bush-hog or use a flail mower to cut down grass, small shrubs, small trees, flowering plants, and other vegetation that may be growing in, on, or over Town of Lewisville Right-of-Ways. Contractor shall cut vegetation to the ground no less than 18 feet from edge of pavement where ground conditions permit. Service areas will be identified and a list provided to the contractor as service is required. Debris cannot be left in road.

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**TOWN OF LEWISVILLE CONTRACT  
2021-2024 GROUNDS MAINTENANCE**

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**AREA 5  
UNKEPT LOT MOWING**

The Contractor shall bush-hog or finish mow unkept lots when notified by the Town. Contractor shall cut grass or vegetation to the ground or as close as possible. Specific lots will be identified and a list provided to contractor as service is required.

**CHANGES IN SCOPE OF WORK**

The Town may at any time change the scope of work in the contract by written notice to the Contractor, giving therein a date upon which the change shall become effective. On such effective date the Contractor shall make the required changes in operations. Upon receipt of a change notice, the Contractor shall submit to the Town's Public Works Director an estimate of the change in working hours or increase in cost resulting from said change. The Town shall then provide notice to the Contractor that it consents to the change in scope and increase in costs or that it has determined not to change the scope of work whereby the contract price would remain the same or the parties may negotiate any such changes.

**SUBCONTRACTING**

Subcontracting any part or the entire contract is not permitted.

**INSPECTION AND WORK CONFERENCE**

The Contractor shall accompany an appointed representative of the Town on special inspections of the work at any time during business hours of the Town. The Town reserves the right to make determinations as to whether service is being performed satisfactorily. The Contractor will meet with the appointed Town representatives for a conference and tour to evaluate the performance of the contract as needed.

**COMPLAINTS AND RESPONSES**

The Contractor shall correct all complaints and supply requests for services within a 24-hour time period, or sooner as deemed necessary by the Town representative. All complaints, both major and minor, shall be investigated by the Contractor during the same working day, when feasible. Any complaint which cannot be corrected during the same working day or which cannot be dealt with because of reasons beyond the Contractor's control shall be specifically reported to the Town representative.

The Town reserves the right to deduct fees from the monthly payment for deficient work, work not performed, and work which is not satisfactorily corrected within a reasonable period. Should the Town choose to deduct part of the monthly fee; the Contractor will be notified of the reason for, and the amount of the deduction in writing. Written notice of any deduction will be faxed, emailed or mailed to the Contractor within three days of the incident.

Deductions for poor service or services which have been omitted will be determined by the Town representative and will be based on the impact the omission or poor quality service has on the area and the frequency of such. Upon written notice, uncorrected complaints, if considered reasonable by the Town representative, shall be cause for any and all of the following actions by the



# TOWN OF LEWISVILLE CONTRACT

## 2021-2024 GROUNDS MAINTENANCE

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Town's Public Works Director:

A. To obtain the services from within its own staff or from another source without prior notice to the Contractor. Costs for these services will be charged to the Contractor and deducted from its next pay request.

B. To cancel the contract as outlined in this contract.

### **BILLING AND PAYMENT**

The Contractor shall submit a monthly invoice for each service area to the Town for work performed under this contract with the exception of area 1 which shall be divided into 12 equal payments to be paid monthly after inspection of service.

### **TERMINATION**

The Town may terminate this contract at any time by reason of unsatisfactory performance or other default of the Contractor upon thirty (30) days prior written notice by the Contract Coordinator. Unsatisfactory performance by the contractor shall be defined as, frequent and systematic violations of the terms of the contract, such as failure to perform all tasks as described, and failure to resolve deficiencies in a timely manner after notification. Such cancellation notice shall be made by certified mail (return receipt requested) and either received or refused at the office of the Contractor. Upon cancellation, the Contractor's payment for services performed shall be held for a period not to exceed sixty (60) days. During this period, the Town's Public Works Director or Designee will assess any costs or damages due the Town. The Contractor will be liable for any damages due and for excess costs of obtaining the services for the balance of the original contract period. The Town may suspend or terminate the contract without notice for serious safety and/or security violations.

The Contractor may terminate this contract with thirty (30) days written prior notice. Such cancellation notice shall be made by certified mail to the Contract Coordinator. In the event the Contractor terminates this Agreement, the expenses, which the Town incurs as a result of securing a new contract, shall be deducted from any payments owed to the Contractor by the Town.

The Contractor will be required to provide to the Town, upon termination, an executed release of lien before final payment is processed.

### **LIABILITY**

The Contractor shall assume liability of damage or loss resulting from the wrongful act(s) and/or negligence of its employees while they are on Town-owned premises. The Contractor or his insurer shall reimburse the Town for any such damage or loss within thirty (30) days after a claim is submitted.

### **PLACE OF BUSINESS**

The Contractor will maintain a 24-hour telephone answering service and provide contact within one hour by a responsible management official of the firm on a 24 hour-a-day, seven day-a-week basis. Contractor shall be available by cell phone and have a functioning email address during all times of this contract where the Public Works Director or designee can communicate with the

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# TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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Contractor. The Contractor shall email the Contract Coordinator a minimum of once weekly to coordinate any service concerns and shall be available for area inspections with the Town representative at least monthly.

If, as a result of the Contractor's failure to comply with this provision, the Town is required to engage Town personnel or other outside contractors to complete work which would have been required of the Contractor under this contract, the Contractor shall have deducted from the next invoice, payment of the entire cost of such substitute services (for instance by reason of Contractor's employees failure to show up for work).

## **SECURITY**

Any problems occurring on the premises which are reported to the police are also to be reported to the Public Works Director.

Only the Contractor's employees (no friends, family members, etc.) are permitted on site when services are performed.

## **CONTRACTOR'S PERSONNEL**

A. Upon request, Contractor must supply the Town with a list of employees and/or supervisors to be used in performing services in the areas maintained. Also phone numbers for contract persons including all supervisors and owners.

- B. Contractor staff shall be in uniform or easily identifiable at all times during performance of this contract.
- a. Shirts shall be uniform in appearance. T-shirts shall be acceptable.
  - b. Shirts shall have business identification such as logo or business name.
  - d. Tattered cut-offs for shirts or pants shall be unacceptable.

C. Contractor shall provide visible business identification on contractor's vehicles.

## **GENERAL SUPERVISION OF EMPLOYEES**

The Contractor agrees to be responsible for and shall provide general supervision of all of its employees working under this contract. The Contractor shall ascertain that all of its employees abide by the following rules:

- A. They shall be of good integrity and character.
  - B. They will not be employees of the Town of Lewisville, or former employees of the Town of Lewisville who were terminated for cause.
  - C. They will have no convictions for violent crimes (homicide, rape, robbery, assault, sexual offense, etc.) or property crimes (burglary, larceny, shoplifting, etc.) for the last ten years.
  - D. They shall report any property loss or damage to their Supervisor immediately. The Supervisor shall report in writing, such damage to the Town's Public Works Director within 24 hours. Written notice of the incident will be faxed, emailed or provided in hardcopy, specifying the location and extent of the damage. Failure to report such damage, as required, may be construed as default of the contract.
  - E. They shall not engage in idle or unnecessary conversation with Town employees or patrons of the Town.
  - F. Upon written request of the Contract Coordinator to the Contractor, any Contractor's employees who fail to abide by these or other rules established by the Coordinator will be immediately pulled off the job and replaced.
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# TOWN OF LEWISVILLE CONTRACT

## 2021-2024 GROUNDS MAINTENANCE

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### **EQUIPMENT AND SUPPLIES**

The Contractor shall provide all equipment and supplies (adequate in kind, quantity and quality) for professionally performing these services in a manner that is satisfactory to the Town's Public Works Director.

All products (chemicals) shall be kept in a properly labeled container and a Safety Data Sheet (SDS) kept on each item, in a clearly marked SDS notebook by the contractor.

### **PERFORMANCE OF EXTRA SERVICES**

The Contractor shall, upon written or oral request from the Town, perform extra services. The Contractor shall be entitled to charge for such services at the agreed hourly rate. Requests for payment for additional services shall be submitted no later than the next regular monthly invoice and should be specifically identified as services rendered over and above contract provisions. Snow and or ice removal is considered an extra service.

# TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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## 2020 - 2021 GROUNDS MAINTENANCE EXHIBITS

Exhibit 1	Town Hall Annex Site
Exhibit 2	Community Center Site
Exhibit 3	Shallowford Square Site
Exhibit 4	US 421 & Williams Road
Exhibit 5	6611 Shallowford Road Right-of-Way
Exhibit 6	Traffic Circle
Exhibit 7	Town Hall
Exhibit 8	Jennings Road
Exhibit 9	Jack Warren Park Site
Exhibit 10	Jack Warren Park Site II
Exhibit 11	Lewisville-Clemmons Rd. Sidewalk - Between Jack Warren Park and Brookway West Dr., Lewisville-Vienna Rd. Sidewalk between Tullyries Ln. and Riverwood Dr.
Exhibit 12	Sidewalk Spraying - bi-weekly Shallowford Road Great Wagon Road (Square) Great Wagon Road (behind mill) Lewisville-Clemmons Road Lewisville-Vienna Road Arrow Leaf Drive Lucy Lane Williams Road
Exhibit 13	6665 Shallowford Road
Exhibit 14 –	1 of 4
Exhibit 14 –	2 of 4
Exhibit 14 –	3 of 4
Exhibit 14 –	4 of 4
Exhibit 15 –	1 of 2
Exhibit 15 –	2 of 2
Exhibit 16-	Grainland Drive
Exhibit 17-	324 Lewisville-Vienna Road (Hilda Moser Property)

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# TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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## EXHIBIT 1 - TOWN HALL ANNEX SITE

The Town Hall Annex is located at 6550 Shallowford Road. The site has approximately 23,000 square feet of turf to be maintained. ***MAINTENANCE OF THE NISSEN HOUSE LOT IS NOT INCLUDED IN THIS CONTRACT.***

**Turf Areas:** The Contractor shall maintain the grass areas by mowing and trimming weekly as necessary during the growing season. The Contractor shall apply fertilizers and chemicals to control disease, pests, and weeds as needed and is generally acceptable in the profession. These applications shall generally be broadleaf weed control annually, fertilizer with pre-emergent each spring and mid-summer, and slow-release fertilizer twice annually. Plug and over-seed once annually in the fall. Spot spray parking lot as needed.

Trim bank area adjacent to parking lot from property line to fence corner every other week.

Trim bank behind post office 3 times per year: July, October and May.

**Water:** Contractor shall monitor conditions of all grass and plant life and notify the Public Works Director of any problems that are encountered.

**Leaf Removal:** Contractor shall remove leaves as needed. The last removal shall be after all leaves have fallen.

**Soil Treatment:** The Contractor shall accomplish annual soil testing of each Service Area to determine the presence or absence of the appropriate plant nutrients required for a good growing environment of the desirable predominate plant life of the Service Area. Results of the Soil Tests shall be provided to the Town. The Contractor shall apply the appropriate supplemental nutrients as indicated by annual soil tests. The appropriate supplemental nutrients shall be in the form of fertilizers, minerals, and other materials as may be appropriate for the Service Area.

**Snow and Ice:** In the event of snow or ice the Contractor shall put snow melt at and up to the entrances to the Town Hall Annex.

# TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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## EXHIBIT 2 - G. GALLOWAY REYNOLDS COMMUNITY CENTER SITE

The G. Galloway Reynolds Community Center is located on Lucy Lane near Lewisville Elementary School. The site has approximately 10,000 square feet of turf to be maintained.

**Turf Areas:** The Contractor shall maintain the grass areas by mowing and trimming weekly as necessary during the growing season. The Contractor shall apply fertilizers and chemicals to control disease, pests, and weeds as needed and is generally acceptable to the profession. . These applications shall generally be broadleaf weed control annually, fertilizer with pre-emergent each Spring and mid- Summer and slow-release fertilizer twice annually. Plug and over-seed once annually in the fall. Spot spray parking lot as needed.

**Water:** Contractor shall monitor conditions of all grass and plant life and notify the Public Works Director of any problems that are encountered.

**Leaf Removal:** Contractor shall remove leaves as needed. The last removal shall be after all leaves have fallen.

**Soil Treatment:** The Contractor shall accomplish annual soil testing of each Service Area to determine the presence or absence of the appropriate plant nutrients required for a good growing environment of the desirable predominate plant life of the Service Area. Results of the Soil Tests shall be provided to the Town. The Contractor shall apply the appropriate supplemental nutrients as indicated by annual soil tests. The appropriate supplemental nutrients shall be in the form of fertilizers, minerals, and other materials as may be appropriate for the Service Area.

**Snow and Ice:** In the event of snow or ice the Contractor shall put snow melt at and up to the entrances to the Community Center.

# TOWN OF LEWISVILLE CONTRACT

## 2021-2024 GROUNDS MAINTENANCE

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### EXHIBIT 3 - SHALLOWFORD SQUARE

Shallowford Square is located at 6555 Shallowford Road directly across from the Town Hall. The site has approximately 66,000 square feet of turf to be maintained.

Also included is the Wagon Museum site with 8,000 square feet of turf, Great Wagon Road bed, a strip along Belnette and David McKee to Shallowford Road with approximately 37,000 square feet of turf. Also mow along Shallowford and around street trees from David McKee to the Veterinarian's office on Shallowford Road.

**Turf Areas:** The Contractor shall maintain the grass areas by mowing and trimming weekly as necessary during the growing season. The Contractor shall apply fertilizers and chemicals to control disease, pests, and weeds as needed and is generally acceptable in the profession. These applications shall generally be broadleaf weed control annually, fertilizer with pre-emergent each spring, & mid-summer and slow-release fertilizer twice annually. Plug and over-seed once annually in the fall. Spot spray parking lot as needed.

**Water:** Contractor shall monitor conditions of all grass and plant life and notify Public Works Director of any problems that are encountered.

**Leaf Removal:** Contractor shall remove leaves as needed. The last removal shall be after all leaves have fallen.

**Soil Treatment.** The Contractor shall accomplish annual soil testing of each Service Area to determine the presence or absence of the appropriate plant nutrients required for a good growing environment of the desirable predominate plant life of the Service Area. Results of the Soil Tests shall be provided to the Town. The Contractor shall apply the appropriate supplemental nutrients as indicated by annual soil tests. The appropriate supplemental nutrients shall be in the form of fertilizers, minerals, and other materials as may be appropriate for the Service Area.

# TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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## EXHIBIT 4 - US HIGHWAY 421/WILLIAMS ROAD INTERCHANGE SITE

Property located adjacent to Highway 421 and Williams Road. High intensity maintenance requires two mowings per month April through October.

**Turf Areas:** The Contractor shall maintain the grass areas by mowing and trimming weekly as necessary during the growing season. The Contractor shall apply fertilizers and chemicals to control disease, pests, and weeds as needed and is generally acceptable in the profession. These applications shall generally be broadleaf weed control annually, fertilizer with pre-emergent each Spring and mid-Summer, and slow-release fertilizer twice annually. Plug and over-seed once annually in the fall.

**Shrubbery and trees:** Prune two times annually, weed control in beds, fertilize shrubbery each fall, mulch beds with mulch once each spring, and apply insect and disease control. Contractor shall apply fertilizers and chemicals to control disease, pests, and weeds as needed and is generally acceptable in the profession.

**Water:** Contractor shall monitor conditions of all grass and plant life and notify Public Works Director of any problems that are encountered.

**Soil Treatment.** The Contractor shall accomplish annual soil testing of each Service Area to determine the presence or absence of the appropriate plant nutrients required for a good growing environment of the desirable predominate plant life of the Service Area. Results of the Soil Tests shall be provided to the Town. The Contractor shall apply the appropriate supplemental nutrients as indicated by annual soil tests. The appropriate supplemental nutrients shall be in the form of fertilizers, minerals, and other materials as may be appropriate for the Service Area.



TOWN OF LEWISVILLE CONTRACT  
2021-2024 GROUNDS MAINTENANCE

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**EXHIBIT 5 - 6611 SHALLOWFORD ROAD SITE**

Property located at 6611 Shallowford Road is a former residential area in caretaker status. This site has both medium and low intensity maintenance areas. Both areas require control of pests and disease. The site consists of approximately 15,000 square feet.

**Turf Areas:** The Contractor shall maintain the medium intensity grass areas by mowing weekly during the growing season. The low intensity area requires bush hogging as needed. The Contractor shall apply chemicals to control disease, pests, and weeds as needed and is generally acceptable in the profession.

**TOWN OF LEWISVILLE CONTRACT  
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**EXHIBIT 6 - TRAFFIC CIRCLE BED WILLIAMS ROAD**

The Contractor shall apply fertilizers and chemicals to control disease, pests, and weeds as needed and is generally acceptable in the profession.

Turf Areas: The Contractor shall maintain the grass areas by mowing and trimming weekly as necessary during the growing season. The Contractor shall apply fertilizers and chemicals to control disease, pests, and weeds as needed and is generally acceptable in the profession. These applications shall generally be broadleaf weed control annually. Leaf removal as needed.

Litter and rubbish: Contractor shall properly dispose of any litter or rubbish located in the circles.

The hill adjacent to 410 Williams Road will need to be mowed. Also a strip of grass approximately 12 feet wide from 410 Williams Road to 480 Williams Road will need to be mowed or bush hogged.

# TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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## EXHIBIT 7 - 6510 SHALLOWFORD ROAD - TOWN HALL

Property located at 6510 Shallowford Road is the Town Hall Facility. The site has approximately 4,000 square feet of turf.

**Turf Areas:** The Contractor shall maintain the grass areas by mowing and trimming weekly as necessary during the growing season. The Contractor shall apply fertilizers and chemicals to control disease, pests, and weeds as needed and is generally acceptable in the profession. These applications shall generally be broadleaf weed control annually, fertilizer with pre-emergent each spring and mid-summer, and slow release fertilizer twice annually. Plug and over-seed once annually in the fall. Spot spray parking lot as needed.

**Water:** Contractor shall monitor conditions of all grass and plant life and notify Public Works Director of any problems that are encountered.

**Leaf Removal:** Contractor shall remove leaves as needed. The last removal shall be after all leaves have fallen.

**Soil Treatment.** The Contractor shall accomplish annual soil testing of each Service Area to determine the presence or absence of the appropriate plant nutrients required for a good growing environment of the desirable predominate plant life of the Service Area. Results of the Soil Tests shall be provided to the Town. The Contractor shall apply the appropriate supplemental nutrients as indicated by annual soil tests. The appropriate supplemental nutrients shall be in the form of fertilizers, minerals, and other materials as may be appropriate for the Service Area.

**Snow and Ice:** In the event of snow or ice the Contractor shall put snow melt at and up to the entrances to the Town Hall.

# TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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## **EXHIBIT 8 - Jennings Road**

Property located at corner of Jennings Road. and Lewisville-Vienna Road owned by the Town. High-Medium intensity maintenance requires mowing and control of pests and disease.

Turf Areas: The Contractor shall maintain the grass areas by mowing weekly during the growing season. The Contractor shall apply chemicals to control disease, pests, and weeds as needed and is generally acceptable in the profession.

Water: Contractor shall monitor conditions of all grass and plant life and notify Public Works Director of any problems that are encountered.

# TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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## EXHIBIT 9- JACK WARREN PARK SITE

Property located on Lewisville-Clemmons Road. High intensity maintenance requires weekly mowing and trimming and spraying of sidewalks, walking trails and parking lot. The site consists of approximately 11 acres of park land.

**Turf Areas:** The Contractor shall maintain the grass areas by mowing and trimming weekly as necessary during the growing season. The Contractor shall apply fertilizers and chemicals to control disease, pests, and weeds as needed and is generally acceptable in the profession. These applications shall generally be broadleaf weed control annually, lime, fertilizer with pre-emergent each Spring, & mid-Summer, slow-release fertilizer twice annually. Plug and over-seed once annually in the fall.

**Water:** Contractor shall monitor conditions of all grass and plant life and notify Public Works Director of any problems that are encountered.

**Leaf Removal:** Contractor shall remove leaves as needed. The last removal shall be after all leaves have fallen.

**Soil Treatment.** The Contractor shall accomplish annual soil testing of each Service Area to determine the presence or absence of the appropriate plant nutrients required for a good growing environment of the desirable predominate plant life of the Service Area. Results of the Soil Tests shall be provided to the Town. The Contractor shall apply the appropriate supplemental nutrients as indicated by annual soil tests. The appropriate supplemental nutrients shall be in the form of fertilizers, minerals, and other materials as may be appropriate for the Service Area.

TOWN OF LEWISVILLE CONTRACT  
2021-2024 GROUNDS MAINTENANCE

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**EXHIBIT 10- JACK WARREN PARK SITE II**

Property located on Lewisville-Clemmons Road. Low intensity maintenance requires monthly bush hogging in the field and open areas and biweekly mowing of the lot around the old house. The site consists of approximately 15 acres of land.

# TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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## **EXHIBIT 11 - Lewisville-Clemmons Road/Lewisville-Vienna Road Sidewalk Turf Area**

Sidewalk located between Jack Warren Park and Brookway West Drive on Lewisville - Clemmons Road and sidewalk on Lewisville-Vienna Road between Tulleries and Riverwood and small area under stoplight. High-Medium intensity maintenance requires mowing and control of pests and disease.

Turf Areas along sidewalk: Where there are empty lots, the Contractor shall maintain the grass areas along sidewalk by mowing weekly when needed during the growing season.

Sidewalks: The Contractor shall apply chemicals to control pests, and weeds no less than every other week or as needed and is generally acceptable in the profession.

Trees and Bushes Along Empty Lot Areas: Trim as needed to keep from obstructing pedestrian traffic.

TOWN OF LEWISVILLE CONTRACT  
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**EXHIBIT 12 - Sidewalk Spraying**

The following sidewalks shall be sprayed for weeds bi-weekly each month during the mowing/growing season: Shallowford Road, Great Wagon Road (Shallowford Square), Great Wagon Road (behind old mill), Lewisville-Vienna sidewalk, Lewisville-Clemmons Road sidewalks, Arrow Leaf Drive sidewalk and Lucy Lane sidewalk, Williams Road and weeds growing from/on the retaining walls on Shallowford Road and Lewisville-Clemmons Road and leaf and debris removal as needed along the retaining walls.



TOWN OF LEWISVILLE CONTRACT  
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**EXHIBIT 13 - 6665 Shallowford Road (Fred Moser Property)**

Property located at 6665 Shallowford Road. The site has approximately 1.5 acres of grounds to be maintained. In caretaker status.

**Turf Areas:** The Contractor shall maintain the grass areas by mowing and trimming weekly as necessary during the growing season.

TOWN OF LEWISVILLE CONTRACT  
2021-2024 GROUNDS MAINTENANCE

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**AREAS 2 and 3, Mowing and Guardrails**

**EXHIBIT 14 – 1 of 4, 2 of 4, 3 of 4 and 4 of 4**

**EXHIBIT 15 – 1 of 2 and 2 of 2**

Areas 2 and 3 are the Dams and Guardrails located in the Willow Run Subdivision off of Concord Church Road. The dams are located at Falmouth Road for lakes Harwick and Desmond, on Chesterfield Road for lake Falmouth, and the dam for Lake Marblehead

Area 2, Mowing

A. The Contractor shall by bush-hogging, weed-eating or *brush mowing, clear the Desmond, Falmouth, Marblehead and Harwich dams of overgrown vegetation to the ground* three times per year: May, July and October as directed by the Town's Public Works Director or designee.

B. Contractor shall fertilize, lime and overseed dams with creeping red fescue and tall fescue each fall.

Area 3, Guardrail Mowing

The Contractor shall mow and trim Lake Marblehead Dam (on lake side) and Lake Falmouth, Lake Desmond, and Lake Harwich guardrail areas 8 (eight) times during the fiscal year (July 1 through June 30) as directed by the Town's Public Works Director or designee.

TOWN OF LEWISVILLE CONTRACT  
2021-2024 GROUNDS MAINTENANCE

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**EXHIBIT 16 - Grainland Drive**

Grainland Drive: Contractor shall maintain the calming areas along Grainland that will require mowing and spaying. There are also several concrete islands that will require spraying to control the weeds.

Turf Areas: The Contractor shall maintain the grass areas by mowing monthly during the growing season. The Contractor shall apply chemicals to control disease, pests, and weeds as needed and is generally acceptable in the profession.

**TOWN OF LEWISVILLE CONTRACT  
2021-2024 GROUNDS MAINTENANCE**

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**EXHIBIT 17 - 324 Lewisville-Vienna (Hilda Moser Property)**

Property located at 324 Lewisville-Vienna Road. The site has approximately 1.5 acres of grounds to be maintained. In caretaker status.

**Turf Areas:** The Contractor shall maintain the grass areas by mowing and trimming weekly as necessary during the growing season.

TOWN OF LEWISVILLE  
6510 SHALLOWFORD RD, P.O. BOX 547  
LEWISVILLE, NC 27023  
CONTRACTOR BID FORM FOR  
CONTRACT LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
**2021-2022**

Name of Firm Lawn Masters of the Triad, INC.  
Address 3952 Vienna Dozier Rd. Pfafftown NC  
Phone 336-765-4484 Title Office Manager  
Email YardsbyUSInc@gmail.com Signature [Signature]  
FAX \_\_\_\_\_ Print Name Christopher L. Deamer

Number of days from bid opening that prices are good (must be at least 45 days): 45

Proposed Monthly Fee **AREA 1 Municipal Grounds and Right-Of-Ways:**

\$ 3816.67 X 12 = 45,800.04 Yearly

Proposed Fee **AREA 2 Dams:** \$ 1,200.00 X 3 = \$3,600.00 Yearly

Proposed Fee per mowing **AREA 3 Guard Rails:**

\$ 55.00 X 8 = \$440.00 Yearly

Proposed Rate **Per Hour AREA 4 Flail:** \$ 75.00 X 100 = 7,500.00 \*\*

**\*\* To be billed monthly as service is required**

Proposed Rate **Per Hour AREA 4 Bush Hog:** \$ 55.00 X 50 = 2,750.00 \*\*

**\*\* To be billed monthly as service is required**

Proposed Rate Per Hour **AREA 5 Unkept Lots:**

\$ 50.00 X 40 = 2,000.00 \*\*

**\*\* To be billed monthly as service is required**

Proposed Hourly Rate for Extra Services: \$ 45.00

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CONTRACTOR BID FORM FOR  
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**2022-2023**

Name of Firm Lawn Masters of the Triad, Inc.  
Address 3952 Vienna Dozier Rd. PFFtown NC 27010  
Phone 336-765-4484 Title Office Manager  
Email Yards by us inc @Gmail.com Signature [Signature]  
FAX \_\_\_\_\_ Print Name Christopher L. Deamer

Number of days from bid opening that prices are good (must be at least 45 days): 45

Proposed Monthly Fee **AREA 1 Municipal Grounds and Right-Of-Ways:**  
\$3816.67 X 12 = \$45,800.04 Yearly

Proposed Fee **AREA 2 Dams:** \$ 1,200.00 X 3 = \$3,600.00 Yearly

Proposed Fee per mowing **AREA 3 Guard Rails:**  
\$ 55.00 X 8 = \$440.00 Yearly

Proposed Rate Per Hour **AREA 4 Flail:** \$ 75.00 X 100 = \$7,500.00 \*\*  
**\*\*To be billed monthly as service is required**

Proposed Rate Per Hour **AREA 4 Bush Hog:** \$ 55.00 X 50 = \$2,750.00 \*\*  
**\*\*To be billed monthly as service is required**

Proposed Rate Per Hour **AREA 5 Unkept Lots:**  
\$ 50.00 X 40 = \$2,000.00 \*\*

**\*\*To be billed monthly as service is required**

Proposed Hourly Rate for Extra Services: \$ 45.00

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**2023-2024**

Name of Firm Lawn Masters of the Triad, Inc  
Address 3952 Vienna Dozier Rd. Pfafftown, NC 27040  
Phone 336-765-4484 Title Office Manager  
Email Yardsbyusinc@gmail.com Signature [Signature]  
FAX \_\_\_\_\_ Print Name Christopher L. Deaver

Number of days from bid opening that prices are good (must be at least 45 days): 45

Proposed Monthly Fee **AREA 1 Municipal Grounds and Right-Of-Ways:**

\$ 3,814.67 X 12 = 45,800.04 Yearly

Proposed Fee **AREA 2 Dams:** \$ 1,200.00 X 3 = 3,600.00 Yearly

Proposed Fee per mowing **AREA 3 Guard Rails:**

\$ 55.00 X 8 = 440.00 Yearly

Proposed Rate Per Hour **AREA 4 Flail:** \$ 75.00 X 100 = 7,500.00 \*\*

\*\* To be billed monthly as service is required

Proposed Rate Per Hour **AREA 4 Bush Hog:** \$ 55.00 X 50 = 2,750.00 \*\*

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Proposed Rate Per Hour **AREA 5 Unkept Lots:**

\$ 50.00 X 40 = 2,000.00 \*\*

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Proposed Hourly Rate for Extra Services: \$ 45.00



February 24, 2021

Ryan Moser  
Public Works Director  
Town of Lewisville  
Lewisville, NC 27023

Dear Mr. Moser,

Due to the unpredictability of Fuel prices over the course of a contract, a fuel surcharge will need to be added to the monthly invoice should fuel prices substantially increase during the active contract period. Should the price of Regular gasoline increase over the contract period to a price of \$4.00, then a \$50 monthly surcharge will be added to the monthly invoice. For each additional \$1.00 increase in regular gasoline fuel price over the \$4.00, an additional \$10 will be added.

Example - Price of Regular Gasoline	Fuel Surcharge Added
\$4.00/gallon	\$50.00
\$5.00/gallon	\$60.00
\$6.00/gallon	\$70.00

As always, should you have any questions or concerns, please feel free to contact me.

Christopher L. Deaner  
Office Manager  
336-765-4484