

Lewisville Town Council
Briefing and Action Meeting Agenda
June 3, 2021 - 6:00 p.m.

Digitally originating in Council Chambers 1st floor - Lewisville Town Hall
6510 Shallowford Road

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83007378005?pwd=UU5aMXVySU00VElzMU3A2Rng5eHlOZz09>

Passcode: 537190

Or

Telephone: (312) 626-6799

Webinar ID: 830 0737 8005

Passcode: 537190

1. **Call to Order:**
 - a. Roll Call
 - b. Adoption of Agenda

2. **Guests, Introductions, Recognitions and Presentations for June 3, 2021**
 - a. None.

3. **Items That Require Council Direction**
 - a. None

4. **Items Requiring Action at Briefing**
 - a. [Ordinance 2021040](#) - Acceptance of federal funds under the American Rescue Plan Act of 2021.
 - b. [Ordinance 2021028](#) – Establishment and maintenance of the American Rescue Plan Special Revenue Fund.
 - c. [Ordinance 2021031](#) - amending Budget Ordinance 2020001 in the amount of \$10,000.⁰⁰ to increase the budget for legal fees in the Governing Body Department.
 - d. [Ordinance 2021033](#) - amending Budget Ordinance 2020001 in the amount of \$10,000 to increase the budget for Powell Bill right-of-way maintenance.

5. **Unfinished Business:**
 - a. Public hearing on UDO L-163 amending the UDO to create detailed requirements for the planting of street trees in residential developments, held May 13, 2021
 - i. Staff presentation
 - ii. Public Hearing - Closed at 8:25 p.m.
 - iii. Council Discussion
 - iv. Council Consideration of [Ordinance 2021018](#) providing the required 24

Lewisville Town Council
Briefing and Action Meeting Agenda
June 3, 2021 - 6:00 p.m.

Digitally originating in Council Chambers 1st floor - Lewisville Town Hall
6510 Shallowford Road

hours after closing as stated in SL 2020-3

6. **Administrative Reports:**

- a. Manager
 - i. Chapter 17 of the Lewisville Town Code relating to junked, abandoned and hazardous motor vehicles.
 - ii. U-5617 Gateway Project – CEI and Construction Contract.
 - iii. In Person Meeting discussion.
 - iv. Update on Recreation Events Season.
 - v. Lewisville-Vienna/Robinhood Road Roundabout.
- b. Attorney
 - i. None.
- c. Public Works
 - i. None.
- d. Planning
 - i. Comprehensive Plan/Parks Recreation and Cultural Development Master Plan update
 - ii. Planning Board request to stream live Facebook
- e. Finance
 - i. Reminder: Budget meeting will follow the Briefing and Action meeting
- f. Clerk
 - i. None.

7. **Agenda Items for Regular Meeting on June 10, 2021**

- a. Tentative Agenda
 - i. **Consent Agenda**
 - (1) [Resolution 2021039](#) - Acceptance and Approval of Monthly [Financials for the ten months ending April 30, 2021](#)
 - (2) Approval of Town Council Briefing Meeting [Minutes - April 1, 2021](#)
 - (3) Approval of Town Council Meeting [Minutes - April 8, 2021](#)
 - ii. **Introductions, Recognitions, Presentations and/or Proclamations**
 - (1) Presentations
 - (a) Sheriff's Office Introduction
 - (b) Sheriff's Office Report
 - (2) Proclamations
 - (a)
 - iii. **Appointments**

Lewisville Town Council
Briefing and Action Meeting Agenda
June 3, 2021 - 6:00 p.m.

Digitally originating in Council Chambers 1st floor - Lewisville Town Hall
6510 Shallowford Road

- (1)
- iv. **Public Hearings**
 - (1) 2021-2022 Budget Public Hearing
- v. **Technical Review(s)**
 - (1) None
- vi. **Preliminary Site Plan Review(s)**
 - (1) None.
- vii. **Evidentiary Hearings**
 - (1) None.
- viii. **Old Business**
 - (1) None.
- ix. **New Business**
 - (1) [Resolution 2021038](#) – To set the public hearing for UDO L-164 to amend the Unified Development Ordinance for compliance to NC G.S. 160D.
 - (2) [Ordinance 2021001](#) - Budget Ordinance for fiscal year 2021-2022
 - (3) [Ordinance 2021029](#) - Closing the Capital Reserve Ordinance- Municipal Storm Water Capital Reserve Fund
 - (4) [Ordinance 2021030](#) - authorizing the establishment and maintenance of the Public Works Facility Capital Reserve Fund
 - (5) [Ordinance 2021032](#) – Amending the Municipal Buildings and Land Capital Reserve Fund.
 - (6) [Resolution 2021041](#) – Awarding Town Hall janitorial contract for fiscal years ended June 2022, 2023, and 2024 to Executive Cleaning Services.
 - (7) [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.
 - (8) [Resolution 2021043](#) – Awarding the newsletter printing contract for fiscal year 2021-2022 to Sir Speedy.
 - (9) [Resolution 2021044](#) – Awarding the contract for placement of Christmas decorations for fiscal year 2021-2022 to Elite Landscape Service & Nursery.
 - (10) [Resolution 2021045](#) – Awarding contract for maintenance of Town’s shrubs, trees and flower beds for fiscal years June 2022, 2023, and 2024 to Ecologic.
 - (11) [Resolution 2021046](#) – Awarding contract for snow and ice

**Lewisville Town Council
Briefing and Action Meeting Agenda
June 3, 2021 - 6:00 p.m.**

**Digitally originating in Council Chambers 1st floor - Lewisville Town Hall
6510 Shallowford Road**

removal for fiscal years ended June 2022, 2023, and 2024 to
Spease Lawn Care.

- (12) [Resolution 2021047](#) – Awarding contract for grounds maintenance
for fiscal years ended June 2022, 2023, and 2024 to Yards by Us.

- b. Approval of Tentative Agenda for regular meeting on **June 10, 2021**
8. **For the Good of the Order:**
- a. Council Discussion
9. **Adjournment**

**RESOLUTION 2021040 OF THE LEWISVILLE TOWN COUNCIL
FOR RECEIVING FEDERAL FUNDS UNDER THE AMERICAN RESCUE PLAN ACT OF 2021**

WHEREAS, the State of North Carolina will be appropriated funding from the federal American Rescue Plan Act of 2021 to fund necessary Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, the North Carolina General Assembly will provide for the distribution of funds to eligible municipal corporations and townships; and

WHEREAS, before receiving payment, a municipality is required to adopt a resolution affirming that the municipality will spend funding only on federal guidance related expenses as required under the American Rescue Plan Act of 2021; and

WHEREAS, revenue received under the American Rescue Plan Act of 2021 will be kept in a separate fund and will not be comingled with other revenue; and

WHEREAS, the Town of Lewisville will provide to the State of North Carolina and the United States Treasury any unspent balance of the funds received; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Lewisville that we hereby request American Rescue Plan Act funding to be distributed by the State of North Carolina and by adopting this resolution affirm that the revenue will only be used for the purposes prescribed in the American Rescue Plan Act guidance as described in 31 CFR, Part 35, and any applicable regulations, for necessary expenditures incurred due to the public health emergency connected with the COVID-19 pandemic, budget and certify such to the State Director of Office of Budget and Management and the Town of Lewisville Finance Officer, and to authorize the Town Manager to execute any necessary agreements on behalf of the Town Council.

FURTHER RESOLVED that the Town of Lewisville will comply with the procedure created by the North Carolina General Assembly and the United States Treasury Department to receive funds under the act.

Adopted this 3rd day of June, 2021 by the Lewisville Town Council

**ORDINANCE 2021028 OF THE LEWISVILLE TOWN COUNCIL
ESTABLISHMENT AND MAINTENANCE OF THE
AMERICAN RESCUE PLAN SPECIAL REVENUE FUND**

WHEREAS, on March 11, 2021, the federal American Rescue Plan Act of 2021 became law; and

WHEREAS, to support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts; and

WHEREAS, the U.S. Treasury Department has issued guidance for the use of these emergency funds; and

WHEREAS, the American Rescue Plan funds should be budgeted and accounted for in a special revenue fund and local governments should keep adequate records to improve transparency and demonstrate that funds have been used appropriately and within the limitations of the Act: and

WHEREAS, North Carolina G.S. 159-26(b)(2) authorizes the creation of a special revenue fund.

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

Section 1. The Lewisville Town Council hereby creates the American Rescue Plan Special Revenue Fund for the purpose of tracking and reporting eligible expenditures and American Rescue Plan revenues.

Section 2. This American Rescue Plan Special Revenue Fund shall remain operational until the expiration of the original act and any subsequent extensions or additions provided by the federal government.

Section 3. This ordinance shall become effective upon its adoption.

Adopted this 3rd day of June, 2021 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Joyce C. McWilliams Walker, Town Clerk

Town of Lewisville

**Budget Amendment Ordinance 2021031
Amending Budget Ordinance 2020001**

Finance Department Use Only
<i>Budget Amendment Number: #29</i>
<i>Finance Officer: PAM ORRELL</i>

<i>DEBIT</i>			<i>CREDIT</i>		
<i>CODE</i>	<i>ACCOUNT DESCRIPTION</i>	<i>AMOUNT</i>	<i>CODE</i>	<i>ACCOUNT DESCRIPTION</i>	<i>AMOUNT</i>
10-00-4110-1920	General Fund Governing Body - Legal	\$10,000.00	10-00-3990-9000	General Fund Fund Balance Appropriated	\$10,000.00

To increase the budget for legal fees in the Governing Body Department

RECOMMENDED By: Pam Orrell
Town Finance Officer

Approved and effective upon adoption, this the 3rd day of June, 2021 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

Town of Lewisville

**Budget Amendment Ordinance 2021033
Amending Budget Ordinance 2020001**

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

<i>DEBIT</i>			<i>CREDIT</i>		
<i>CODE</i>	<i>ACCOUNT DESCRIPTION</i>	<i>AMOUNT</i>	<i>CODE</i>	<i>ACCOUNT DESCRIPTION</i>	<i>AMOUNT</i>
10-00-5650-6212	General Fund Powell Bill - Right of way maintenance	\$10,000.00	10-00-3990-9000	General Fund Fund Balance Appropriated	\$10,000.00

To increase the budget for Powell Bill right-of-way maintenance.

RECOMMENDED By: Pam Orrell
Town Finance Officer

Approved and effective upon adoption, this the 3rd day of June, 2021 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

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

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

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

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

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

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

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

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

Section 3. Amend Chapter A Definitions Ordinance as follows:

Chapter A, Article II – Definitions:

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

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

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

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

**Chapter B, Article , Section 3-4 LANDSCAPING STANDARDS:
3-4.10 SUGGESTED PLANT MATERIALS LIST**

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

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

(A) Large Variety Trees

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

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

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

Redmond Linden
Fruitless Sweetgum
Littleleaf Linden

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

(B) Medium Variety Trees

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

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

(C) Small Variety Trees

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

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

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

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

(D) Streetyard and Interior Shrubs

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

(1) Evergreen.

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

(2) Deciduous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) If plantings are to be delayed, a planting schedule shall be submitted in accordance with Section B.3-4.2(B).

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

Section 7. It is the intent of the Lewisville Town Council that the provisions of this ordinance shall be made a part of the Town of Lewisville Unified Development Ordinances (UDO); that the sections of this ordinance may be re-numbered or re-lettered; and that the word “ordinance” may be changed to “section”, “article”, “chapter” or other appropriate designation to accomplish such intention.

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

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

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

STAFF REPORT

DOCKET # UDO L-163

REQUEST

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

BACKGROUND

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

ANALYSIS

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

SUMMARY

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

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

Additions to the UDO are **highlighted and italicized**.
Deletions are shown in ~~strikethrough~~.

Chapter A, Article 2 – Definitions:

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

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

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

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

3-4.10 SUGGESTED PLANT MATERIALS LIST

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

(A) Large Variety Trees

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

European Black Alder	<i>Alnus glutinosa (Pyramidalis)</i>
Bald Cypress	<i>Taxodium distichum</i> (Monarch of Illinois, Shawnee Brave)
Sugar Hackberry	<i>Celtis laevigata</i>
Chalkbark Maple	<i>Acer Leucoderme</i>
Freeman Maple	<i>Acer x freemanii</i> (Armstrong, Autumn Blaze, Celebration, Scarlet Sentinel)
Green Mountain Sugar Maple	<i>Acer saccharum</i> "Green Mountain"
Hedge Maple	<i>Acer campestre</i>
Southern Sugar Maple	<i>Acer Barbatum</i>
Trident Maple	<i>Acer buergeranum</i>
Bur Oak	<i>Quercus macrocarpa</i>
Sawtooth Oak	<i>Quercus acutissima</i>
Shingle Oak	<i>Quercus imbricaria</i>
Swamp White Oak	<i>Quercus bicolor</i>
Northern Red Oak	<i>Quercus rubra</i>
Nuttall Oak	<i>Quercus nutalli</i>
Overcup Oak	<i>Quercus lyrata</i>
Green Ash	<i>Fraxinus pennsylvanica</i> (Marshall Seedless, Newport, Patmore, Summit, Lakeview)
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>
Japanese Pagodatree	<i>Sophora japonica (Princeton Upright, Regent)</i>

Silver Linden	<i>Tilia tomentosa</i> (Green Mountain, Sterling)
Hybrid Elm	<i>Ulmus spp.</i> (Homestead, Pioneer, Urban)
Willow Oak	<i>Quercus phellos</i>
Sugar Maple	<i>Acer saccharum</i>
Red Maple	<i>Acer Rubrum</i> (Autumn Flame, Bowhall, Karpick, Northwood, October Glory, Red Kin, Red Sunset)
Scarlet Oak	<i>Quercus coccinea</i>
Southern Magnolia	<i>Magnolia grandiflora</i>
London Plane-tree	<i>Platanus acerifolia</i>
River Birch	<i>Betula nigra</i>
Japanese Zelkova	<i>Zelkova serrata</i> (Green Vase, Village Green)
Tulip Poplar	<i>Liriodendron tulipifera</i>
Black Gum	<i>Nyssa sylvatica</i>
Littleleaf Linden	<i>Tilia cordata</i>
White Oak	<i>Quercus alba</i>
Japanese Scholartree	<i>Sophora japonicum</i>
Ginkgo	<i>Ginkgo biloba</i> (Lakeview, Princeton Sentry)
English Oak	<i>Quercus robur</i>
Japanese Katsuratree	<i>Cercidiphyllum japonicum</i>
Schumard Oak	<i>Quercus schumardi</i>
Chinese Elm	<i>Ulmus parviflora</i> (Lacebark, Athena, Allee)
Redmond Linden	<i>Tilia americana</i> "Redmond"
Fruitless Sweetgum	<i>Liquidambar styraciflua</i> "Rotundaloba"
Littleleaf Linden	<i>Tilia cordata</i>

(B) Medium Variety Trees

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

Sourwood	<i>Oxydendrum arboreum</i>
Thornless Honeylocust	<i>Gleditsia triacanthos</i> "Inermis"
Eastern Redbud	<i>Cercis canadensis</i>
Yoshino Cherry	<i>Prunus yedoensis</i>
Golden-Rain-Tree	<i>Koelreuteria paniculata</i>
Saucer Magnolia	<i>Magnolia soulangeana</i>
Weeping Cherry	<i>Prunus subhirtilla pendula</i>
Kwansan Cherry	<i>Prunus serrucata</i> "Kwansan"
Yellowwood	<i>Cladastris lutea</i>
Ironwood	<i>Carpinus carolineana</i>
Pistache	<i>Pistachia chinensis</i>
Redmond Linden	<i>Tilia americana</i> "Redmond"
American Holly	<i>Ilex opaca</i> (East Palatka, Foster's #2, Nellie R. Stevens)
Eastern Red Cedar	<i>Juniperus virginiana</i> (Emerald Sentinel, Princeton Sentry, Pendula)
Little Gem Magnolia	<i>Magnolia</i> "Little gem"
Fall Blooming Cherry	<i>Prunus autumnalis</i>
Fruitless Sweetgum	<i>Liquidambar styraciflua</i> "Rotundaloba"

European Hornbeam	<i>Carpinus betulus (Fastigiata)</i>
Hophornbeam	<i>Ostrya virginiana</i>
Carolina Silverbell	<i>Halesia tetraptera</i>
Lacebark Elm	<i>Ulmus parvifolia</i>
Black Gum	<i>Nyssa sylvatica</i>
Hedge Maple	<i>Acer campestre</i>
Hybrid Elm	<i>Ulmus spp. (Homestead, Pioneer, Urban)</i>
Gingko	<i>Gingko biloba (Lakeview, Princeton Sentry)</i>
Sargent Cherry	<i>Prunus sargentii (Columnaris, Hillier Spire)</i>

(C) Small Variety Trees

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

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

(D) Streetyard and Interior Shrubs

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

(1) Evergreen.

Warty Barberry
Dwarf Burford Holly
Japanese Holly (var.)
Azalea (var.)
Mugo Pine
Juniper (var.)
Euonymous (var.)
Leatherleaf Viburnum

Berberis verruculosa
Ilex cornuta "Burfordii" nana
Ilex crenata (var.)
Azalea sp.
Pinus mugo
Juniperus sp.
Euonymous sp.
Viburnum rhytidophyllum

(2) Deciduous.

Forsythia
Dwarf Burning Bush
Thunberg Spirea
Viburnum (var.)
Oakleaf Hydrangea
Japanese Flowering Quince
Potentilla
Ornamental Grass Varieties
Oregonholly Grape
Nandina
Dwarf Nandina

Forsythia sp.
Euonymous alatus "Compacta"
Spirea thunbergi
Viburnum sp.
Hydrangea quercifolia
Chaenomeles japonic
Potentilla fruticosa

Mahonia bealei
Nandina domestica
Nandina domestica nana

(E) Outdoor Storage Area Screening Plants

(installation height: six (6) feet):

American Holly
Burforda Holly
Nellie Stevens Holly
Wax Myrtle
Hetz Juniper
Arborvitae
Eastern Red Cedar
Japanese Black Pine

Ilex opaca
Ilex cornuta "Burfordii"
Ilex cornata "Nellie Stevens"
Myrica cerifera
Juniperus hetzi
Thuja occidentalis
Juniperus virginiana
Pinus thunbergiana

(F) Groundcovers

(planting areas, berms, wall planters):

Lily-Turf
Hybrid Daylily
Aaronsbeard
Rockspray Cotoneaster

Liriope muscarii
Hemerocallis hybrida
Hypericum calycinum
Cotoneaster horizontalis

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

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

(UDO L-142, § 19, 11-14-13)

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

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

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

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

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

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

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

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

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

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

(iii) A landscape plan shall be included in the submittal for preliminary subdivision approval. The landscape plan shall include wooded areas and natural features to be left undisturbed and preserved during construction in accordance with Section D.4(B)(4)(h).

existing and proposed plantings in buffer areas, street trees and any other plantings as required.

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

(iv) If plantings are to be delayed, a planting schedule shall be submitted in accordance with Section B.3-4.2(B).

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

**RESOLUTION 2021039 OF THE LEWISVILLE TOWN COUNCIL
PERTAINING TO
ACCEPTANCE AND APPROVAL OF MONTHLY DISBURSEMENTS**

WHEREAS, the Finance Officer has presented the Town Council with the Revenue Statement Summary and the Encumbrances and Expenditure Statement Summary of figures for the ten months ending April 30, 2021; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the Lewisville Town Council accepts the Revenue Statement Summary and the Encumbrances and Expenditure Statement Summary for the nine months ending April 30, 2021 and incorporated herein.

Resolved and effective upon adoption, this the 10th day of June, 2021 by the Lewisville Town Council.

ATTEST:

Mike Horn, Mayor

Joyce C. McWilliams Walker, Town Clerk

Town of Lewisville
Financial Budget to Actual Report - General Fund
Ten Months Ended April 30, 2021

General Fund

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Property Tax Collections	\$ 2,452,605.00	\$ 2,450,602.54	\$ 2,002.46	99.92%
Sales Tax Revenue	802,400.00	610,752.46	191,647.54	76.12%
Other Revenues	1,265,970.00	792,120.74	473,849.26	62.57%
Total	<u>4,520,975.00</u>	<u>\$ 3,853,475.74</u>	<u>\$ 667,499.26</u>	85.24%
Appropriation from Fund Balance	2,010,534.00			
	<u>\$ 6,531,509.00</u>			

Departments	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Governing Body	\$ 227,910.00	\$ 153,333.97	\$ 3,904.44	\$ 70,671.59	68.99%
Administration	681,682.00	445,516.30	26,202.84	209,962.86	69.20%
Student Leadership	700.00	-	-	700.00	0.00%
Finance	231,040.00	168,735.97	-	62,304.03	73.03%
Debt Service	470,752.00	470,650.44	-	101.56	99.98%
Planning & Zoning	296,511.00	121,239.69	102,587.10	72,684.21	75.49%
Beautification	99,085.00	78,833.00	10,515.00	9,737.00	90.17%
Community Policing	664,310.00	475,760.47	157,675.00	30,874.53	95.35%
Public Safety	9,650.00	3,832.50	-	5,817.50	39.72%
Public Works	403,840.00	179,432.91	44,420.20	179,986.89	55.43%
Streets	290,570.00	155,567.67	4,675.10	130,327.23	55.15%
Powell Bill	352,170.00	265,996.20	1,960.00	84,213.80	76.09%
Storm Water	198,042.00	116,383.00	34,725.76	46,933.24	76.30%
Solid Waste	832,450.00	583,024.54	-	249,425.46	70.04%
Recycling	3,555.00	640.70	-	2,914.30	18.02%
Parks and Recreation	271,095.00	60,049.49	56,042.57	155,002.94	42.82%
Transfers to Capital Projects Funds	1,277,322.00	1,277,322.00	-	-	100.00%
Transfers to Capital Reserves	220,825.00	220,825.00	-	-	100.00%
Total	<u>\$ 6,531,509.00</u>	<u>\$ 4,777,143.85</u>	<u>\$ 442,708.01</u>	<u>\$ 1,311,657.14</u>	79.92%

General Fund Balance 7/1/2020	\$ 7,254,710.83
Year-to-Date Increase (Decrease) FY 6/30/2021	(923,668.11)
General Fund Balance 4/30/2021	<u>\$ 6,331,042.72</u>

Town of Lewisville
Financial Budget to Actual Report - Willow Run Municipal Service District
Ten Months Ended April 30, 2021

Willow Run Municipal Service District

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Revenues	\$ 32,150.00	\$ 36,211.29	\$ (4,061.29)	112.63%
Total	<u>\$ 32,150.00</u>	<u>\$ 36,211.29</u>	<u>\$ (4,061.29)</u>	112.63%
Appropriation from Fund Balance	\$ -			
	<u>\$ 32,150.00</u>			

	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Expenditures	\$ 32,150.00	\$ 2,580.44	\$ 5,050.00	\$ 24,519.56	23.73%
Total	<u>\$ 32,150.00</u>	<u>\$ 2,580.44</u>	<u>\$ 5,050.00</u>	<u>\$ 24,519.56</u>	23.73%

MSD Fund Balance 7/1/2020	\$ 165,275.34
Year-to-Date Increase (Decrease) FY 6/30/2021	33,630.85
MSD Fund Balance 4/30/2021	<u>\$ 198,906.19</u>

**Town of Lewisville
Other Funds
April 30, 2021**

Capital Reserves Funds

Storm Water Capital Reserve	\$ 404,680.65
GWR ROW/Construction Capital Reserve	934,384.90
Sidewalks, Bike Paths, and Greenways Capital Reserve	123,169.79
Municipal Buildings/Land Capital Reserve	217.65
Total Capital Reserve Fund Balances	<u><u>\$ 1,462,452.99</u></u>

Capital Projects Funds

GWR ROW/Construction Capital Project	\$ 734,776.57
JWP Maintenance Facility/Playground Expansion Capital Project	20,627.82
Gateway Project Capital Project	191,130.63
Heritage Drive Regional Storm Water Pond #1 Capital Project	-
Community Center Capital Project	2,430,998.35
Roundabout at Lewisville-Vienna Road and Robinhood Road Capital Project	257,595.14
Total Capital Projects Fund Balances	<u><u>\$ 3,635,128.51</u></u>

**RESOLUTION 2021038 OF THE LEWISVILLE TOWN COUNCIL
SETTING A PUBLIC HEARING TO RECEIVE COMMENTS
ON UDO L-164 AMENDING THE UNIFIED DEVELOPMENT ORDINANCES (UDO)**

WHEREAS, the Lewisville Planning Board held its public hearing on June 9, 2021 on the draft amendment to amend Chapter A Definitions; Chapter B Zoning Ordinance, Chapter C Environmental Ordinance, Chapter D Subdivision Ordinance and the Appendix section of the Unified Development Ordinance (UDO) to achieve compliance with the mandated North Carolina General Statute 160D; and

WHEREAS, the Lewisville Planning Board held its requisite 24 hours waiting period to receive written comments on June 23, 2021 as noted in SL 2020-3; and

WHEREAS, having received no written comments, recommends approval to the Lewisville Town Council; and

WHEREAS, Chapter 160A-364 of the North Carolina General Statutes provide that public notice be given when adopting or amending ordinances pertaining to planning and development; and

WHEREAS, General Statute 160A-364 requires that a notice of a public hearing be published twice in a newspaper having general circulation in the municipality not less than 10 days nor more than 25 days before the date fixed for the public hearing; and

WHEREAS, General Statute 160A-384 (a) *Methods for Procedure* states “The city council shall provide for the manner in which zoning regulations and restrictions and the boundaries of zoning districts shall be determined, established and enforced, and from time to time amended, supplemented or changed, in accordance with the provisions of this Article.”;

NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL sets a public hearing to be conducted electronically at 6:00 pm originating in the Lewisville Town Hall, 6510 Shallowford Road, for Thursday, July 8, 2021 for the purpose of receiving public comment concerning this request.

Adopted this the 11th Day of March, 2021 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

STAFF REPORT

DOCKET # UDO L-164

REQUEST

This text amendment was drafted by staff in response to the mandated changes as per North Carolina General Statute 160D. The request is to amend portions of Chapter A Definitions Ordinance, Chapter B Zoning Ordinance, Chapter C Environmental Ordinance, Chapter D Subdivision Regulations and the Appendix section of the Unified Development Ordinance.

BACKGROUND

The North Carolina General Assembly adopted the complete reorganization of the state's planning and development regulation statutes which is referred to as the new Chapter 160D of North Carolina General Statutes. The new Chapter 160D consolidates the previous county enabling statutes (G.S. 153A) and the city enabling statutes (G.S. 160A) into a single, unified Chapter. The new legislation also reorganizes development regulation statutes into a more logical, coherent organization.

ANALYSIS

Currently, our UDO is in need of a few changes for the Town of Lewisville's Unified Development Ordinance to be compliant with NCGS 160D. Mostly, terminology is what must be updated rather than the processes because the Town already practices the procedures set forth in NCGS 160D. For example, there are three types of approvals that we currently utilize: general use district zoning, special use district zoning, and special use permits. Under NCGS 160D, this terminology changes, but the processes are already compliant. General Use District zoning stays the same as does special use permits. The significant change, however, is that special use district zoning is now referred to **CONDITIONAL DISTRICT ZONING**. If you recall, a general use is a rezoning that allows all uses permitted in that zoning district and no site plan is required for approval through a legislative hearing. A special use permit is one approved by the Board of Adjustment or, in some instances, the Elected Body. This permit is issued through a quasi-judicial hearing process where fact finding and substantial evidence comes into play. Lastly, a special use district rezoning, now conditional district rezoning, is also a legislative zoning map-amendment with site specific conditions incorporated. In other words, this will be a rezoning for specific uses allowed on a property and a site plan adhering to the requirements of the UDO. You will notice throughout the text attached the "S" notations for Special Use District have been changed to "C" to represent Conditional District. There are other changes throughout the ordinance. I have listed those highlights below:

1. All references to NCGS 160A have been updated to reflect Chapter 160D.
2. The vested rights regulations have been updated to be in compliance with Chapter 160D.

3. All references to special use districts have been updated to reflect new conditional district terminology.
4. Split jurisdiction language has been added to reflect statutory requirements.
5. The table of permitted uses has been updated to reflect the conditional district changes.
6. The term Family Care Home has replaced the use/terminology of “Family Group Home A” to ensure statutory consistency. This has been updated in the Table of Permitted Uses, the Use Conditions section of the UDO as well as the off-street parking requirements table.
7. The required four findings for granting variances have been updated to reflect statutory changes.
8. Conflict of interest standards were added for elected and appointed boards.
9. Standards for the submission of written comments were added for statutory consistency.
10. Provision for Protest Petitions was deleted to reflect previous statutory regulations. This is not due to 160D but due to previous legislation from prior years.
11. Staff changes were updated to reflect minor changes and given clarity as per Chapter 160D.
12. UDO Text amendment procedures were added for clarity.
13. The definition of exempt subdivisions has been updated to match Chapter 160D.
14. Standards for the expedited review of certain qualifying subdivisions has been added.
15. Certain definitions have been updated to comply with statutory requirements.
16. Certain definitions have been added to comply with statutory requirements.

SUMMARY

This text amendment will allow compliance with the mandated changes per North Carolina General Statute Chapter 160D. All of these changes are required and there are no additional changes in the text. The exact language to be added and/or amended to the UDO is attached.

160D UPDATES:

New Text
deletions

GS Chapter 160A & 153A references changed to GS Chapter 160D:

Chapter B, Article I, Section 1-4.1 1-4.1 STATE LAW

This Ordinance is adopted pursuant to Chapter 160A *160D, Local Planning and Development Regulation* (~~Cities and Towns~~). This Ordinance is further adopted pursuant to the following Session Laws applicable to Forsyth County, and these laws are followed to the extent that they are not inconsistent with the cited General Statutes: Chapter 677, 1947 Session Laws, as amended, and other applicable laws.

Chapter B, Article I, Section 1-5.2(B) 1-5.2 VESTED RIGHTS

(A) Rights Perfected Prior to this Ordinance

Development rights perfected prior to the effective date of this Ordinance shall be subject to the *Zoning Ordinance* *or other legal requirements* under which the rights were perfected, unless and until such vested rights are withdrawn or expire in accordance with law.

(B) General Statutes ~~160A-385.1~~ *160D-108*

(1) **Purpose.** The purpose of this section is to implement the provisions of G.S. ~~160A-385.1~~ *160D-108*, ~~pursuant to which a statutory vested right is established upon the approval of a site specific development plan.~~

(2) **Definitions.** As used in this section, the following terms shall have the meaning indicated:

- (a) Site Specific Development *Vesting Plan*. A plan of land development submitted to the local jurisdiction for purposes of obtaining one of the following zoning or land use permits or approvals in accordance with Section B.6.
 - (i) Approval of a use requiring a special use permit by the Board of Adjustment in accordance with Section B.6-1.4(A).
 - (ii) Approval of a use requiring a special use permit by the Elected Body in accordance with Section B.6-1.5.
 - (iii) Approval of a one-phase special use district zoning petition or a site plan amendment to a one-phase special use district zoning petition by the Elected Body in accordance with Section B.6-2.2.

- (iv) Approval of a final development plan by the Planning Board in accordance with Section B.6-2.2(D) pursuant to a two-phase special use district zoning petition approved by the Elected Body in accordance with Section B.6-2.2

Notwithstanding the foregoing, neither a variance, a sketch plan nor any other document that does not describe with reasonable certainty the type and intensity of use for a specified parcel or parcels of property shall constitute a site specific development plan.

- (b) Vested Right. A right *established* pursuant to G.S. 160A-385.1 to undertake and complete the development and use of property under the terms and conditions of an approved site specific development plan. *160D-108 of the North Carolina General Statutes related to the establishment of vested rights.*

(3) Establishment of Vested Right.

- (a) A vested right shall be deemed established upon the valid approval or approval with conditions by the Elected Body in compliance with all provisions of this Ordinance or Subdivision Ordinance, as applicable, of a site specific development *vesting* plan, following notice and public hearing.
- (b) The Elected Body may approve a site specific development *vesting* plan upon such terms and conditions as authorized in Sections B.6-1 and B.6-2 of this Ordinance, and upon making such findings as are required for approval by this Ordinance.
- (c) Notwithstanding Sections B.1-5.2(B)(1) and (2), approval of a site specific development *vesting* plan with the condition that a variance be obtained shall not confer a vested right unless and until the necessary variance is obtained.
- (d) A site specific development plan shall be deemed approved upon the effective date of approval by the approving authority or ordinance relating thereto, and only to the extent of that approval.
- (e) The establishment of a vested right shall not preclude the application of overlay zoning that imposes additional requirements but does not affect the allowable type or intensity of use, or ordinances or regulations that are general in nature and are applicable to all property subject to land-use regulation by the local jurisdiction, including, but not limited to, building, fire, plumbing, electrical, and mechanical codes. Otherwise applicable new or amended regulations shall become effective with respect to property that is subject to a site specific development *vesting* plan upon the expiration or termination of the vested right in accordance with this section.
- (f) A vested right is not a personal right, but shall attach to and run with the applicable property. After approval of a site specific development *vesting* plan, all successors to the original landowner shall be entitled to exercise such right while applicable.

(4) Approval Procedures and Vested Rights for Site Specific Development Plans.

- (a) Plans shall be submitted and processed in accordance with the procedures established by this Ordinance and shall be considered by the designated approving authority for the specific type of zoning or land use permit or approval for which application is made. A vested right is established once approval is granted by the approving authority following notice and public hearing.
- (b) The notice of public hearing required for vested rights shall follow the same advertisement procedure as is required by the approving authority for the specific type of zoning or land use permit or approval for which application is made.
- (c) Nothing in this section shall prohibit the revocation of the original approval or other remedies for failure to comply with applicable terms and conditions of the approval by the approving authority or of this Ordinance.

(5) Duration

- (a) ~~A right which has been vested as provided for in this section shall remain vested for a period of two (2) years.~~ *A vested right for a site specific vesting plan shall remain vested for a period of two (2) years. This vesting shall not be extended by any amendments or modifications to a site specific vesting plan. The Elected Body may provide that rights regarding a site specific vesting plan shall be vested for a period exceeding two (2) years, but not exceeding five (5) years, if warranted by the size and phasing of development, the level of investment, the need for the development, economic cycles, and market conditions, or other considerations. This determination shall be in the discretion of the local government and shall be made following the process specified for the particular form of a site specific vesting plan involved in accordance with subsection C of this ordinance.*
- ~~(b) A right which has been vested as provided for in this section shall remain vested for a period of five (5) years.~~
- ~~(c) This vesting shall not be extended by any amendments or modifications to a site specific development plan unless expressly provided by the approving authority at the time the amendment or modification is approved. Following approval or approval with conditions of a site specific development plan, nothing in this section shall exempt such a plan from subsequent reviews and approvals to ensure compliance with the terms and conditions of the original approval, provided that such reviews and approvals are not inconsistent with the original approval.~~ ***Relation to Building Permits. A right vested as provided in this subsection shall terminate at the end of the applicable vesting period with respect to buildings and uses for which no valid building permit applications have been filed. Upon issuance of a building permit, the provisions of G.S. 160D, Article 1, shall apply, except that the permit shall not expire or be revoked because of the running time while a vested right under this subsection exists.***

(dc) Upon issuance of a building permit, the expiration provisions of G.S. 160A-418 and the revocation provision of G.S. 160A-422 shall apply, except that a building permit shall not expire or be revoked because of the running of time while a vested right under this section is outstanding. Multiphase Developments. A multiphase development shall be vested for the entire development with the zoning regulations, subdivision regulations, and unified development ordinances in place at the time a site plan approval is granted for the initial phase of the multiphase development. This right shall remain vested for a period of seven (7) years from the time a site plan approval is granted for the initial phase of the multiphase development. For purposes of this subsection, "multiphase development" means a development containing 100 acres or more that (i) is submitted for site plan approval for construction to occur in more than one phase and (ii) is subject to a master development plan with committed elements, including a requirement to offer land for public use as a condition of its master development plan approval.

(d) Development Agreements. A vested right of reasonable duration may be specified in a development agreement under Article 10 of Chapter 160D of the North Carolina General Statutes.

(e) Upon the expiration or termination of the vested right in accordance with this section, the site specific vesting plan shall be subject to all current Unified Development Ordinance (UDO) regulations or other applicable requirements of law relating to the development of the site.

(6) **Termination.** A right that has been vested as provided in this section shall terminate upon any of the following:

(a) No Building Permit. Termination of the applicable vesting period with respect to buildings and uses for which no valid building permit has been issued;

(b) Written Consent. Written consent of the affected landowner;

(c) Threat to Public Health or Safety. Findings by the Elected Body, by ordinance after notice and a public hearing, that natural or ~~constructed~~ man-made hazards on or in the immediate vicinity of the property, if uncorrected, would pose a serious threat to the public health, safety, and welfare if the project were to proceed as contemplated in the ~~site specific development~~ approved vested plan;

(d) Compensation. Compensation to the affected landowner for all costs, expenses, and other losses incurred by the landowner, including, but not limited to, all fees paid in consideration of financing, and all architectural, planning, marketing, legal, and other consultant's fees incurred after approval by the local jurisdiction, together with interest ~~thereon at the legal rate until paid~~ as provided in G.S. 160D-106. Compensation shall not include any diminution in the value of the property which is caused by such action;

(e) Misrepresentation. Findings by the Elected Body, by ordinance after notice and a hearing, that the landowner or his representative intentionally supplied inaccurate information or made material misrepresentations which

made a difference in the approval by the Elected Body of the site specific development **vesting** plan; or,

- (f) State or Federal Law. Enactment or promulgation of a State or federal law or regulation that precludes development as contemplated in the site specific development **vesting** plan, in which case the Elected Body may modify the affected provisions, upon a finding that the change in State or federal law has a fundamental effect on the plan, by ordinance, after notice and a hearing.

- (7) **Limitations**. Nothing in this section is intended or shall be deemed to create any vested right other than those established pursuant to G.S. ~~160A-385.1~~ **160D-108**.

**Chapter B, Article II, Section 2-1.1
ZONING DISTRICTS ESTABLISHED**

- (B) **Designated Districts**
General use **zoning** districts, ~~special-use~~ **conditional zoning** districts, overlay and special purpose districts, with the symbol designations, general purposes, and other requirements as cited herein, are hereby created.
- (C) **Special Use **Conditional Zoning** Districts**
The ~~special-use~~ **conditional zoning** districts are established as companion districts to the general use districts, except for the **CD1-C, MU-C, LD1-C, LD2-C and VBD-C** ~~MU-S~~ Districts. References in this Ordinance to a general use district shall be construed to also include the corresponding ~~special-use~~ **conditional zoning** district. Each ~~special-use~~ **conditional zoning** district is intended to accomplish the purposes of the corresponding general use district through the development of identified uses at a specific location in accordance with a site plan acceptable to the Elected Body. All regulations which apply to a general use district also apply to the corresponding ~~special-use~~ **conditional zoning** district. Additional reasonable site plan conditions which may be required by the Elected Body and agreed to by the petitioner as part of the rezoning process also apply.

**Chapter B, Article II, Section 2-1.2
RESIDENTIAL ZONING DISTRICTS – PURPOSE STATEMENTS AND REGULATIONS**

Table B.2.1
Residential Zoning Districts

Symbol	District Name
YR YR-S	Yadkin River Conservation Yadkin River Conservation – Special
AG AG-S	Agricultural Agricultural – Special
RS-40 RS-40-S	Residential Single Family Residential Single Family – Special
RS-30 RS-30-S	Residential Single Family Residential Single Family – Special

RS-20 RS-20-S	Residential Single Family Residential Single Family - Special
RS-15 RS-15-S	Residential Single Family Residential Single Family - Special
RS-12 RS-12-S	Residential Single Family Residential Single Family - Special
RS-9 RS-9-S	Residential Single Family Residential Single Family - Special
RS-7 RS-7-S	Residential Single Family Residential Single Family - Special
RSQ RSQ-S	Residential Single Family Quadraplex Residential Single Family Quadraplex - Special
RM-5 RM-5-S	Residential Multifamily Residential Multifamily - Special
RM-8 RM-8-S	Residential Multifamily Residential Multifamily - Special
RM-12 RM-12-S	Residential Multifamily Residential Multifamily - Special
RM-18 RM-18-S	Residential Multifamily Residential Multifamily - Special
RM-U RM-U-S	Residential Multifamily Residential Multifamily - Special
MH MH-S	Manufactured Housing Development Manufactured Housing Development - Special

**Chapter B, Article II, Section 2-1.3
COMMERCIAL ZONING DISTRICTS - PURPOSE STATEMENTS AND REGULATIONS**

Table B.2.2
Commercial Zoning Districts

Symbol	District Name
NO NO-S	Neighborhood Office Neighborhood Office - Special
LO LO-S	Limited Office Limited Office - Special
CPO CPO-S	Corporate Park Office Corporate Park Office - Special
GO GO-S	General Office General Office - Special
NB NB-S	Neighborhood Business Neighborhood Business - Special
PB PB-S	Pedestrian Business Pedestrian Business - Special
LB LB-S	Limited Business Limited Business - Special

NSB NSB-S	Neighborhood Shopping Center Business Neighborhood Shopping Center Business – Special
HB HB-S	Highway Business Highway Business – Special
GB GB-S	General Business General Business – Special
CB CB-S	Central Business Central Business – Special

**Chapter B, Article II, Section 2-1.4
INDUSTRIAL ZONING DISTRICTS – PURPOSE STATEMENTS AND REGULATIONS**

Table B.2.3
Industrial Zoning Districts

Symbol	District Name
LI LI-S	Limited Industrial Limited Industrial – Special
CPI CPI-S	Corporate Park Industrial Corporate Park Industrial – Special
GI GI-S	General Industrial General Industrial – Special
CI CI-S	Central Industrial Central Industrial – Special

**Chapter B, Article II, Section 2-1.5
INDUSTRIAL ZONING DISTRICTS – PURPOSE STATEMENTS AND REGULATIONS**

Table B.2.4
Institutional and Mixed Use Zoning Districts

Symbol	District Name
IP IP-S	Institutional and Public Institutional and Public – Special
C C-S	Campus Campus – Special
CD1- S C	Campus District 1 – Special Conditional
MU- S C	Mixed Use – Special Conditional
LD1- S C	Lewisville Downtown 1 – Special Conditional
LD2- S C	Lewisville Downtown 2 – Special Conditional

(C) CD1-S **C Campus District**

- (1) Purpose.** The CD1-~~S~~ **C** District is intended to accommodate medium to large sized private schools and accessory institutional uses which have a major land use impact or traffic generation potential upon surrounding land uses. The district is intended

to accommodate a large private academy or school which has extensive service areas and is centrally located. The intent of the CD1-S C district is to establish those uses allowed and to clarify the development approval process with the Town of Lewisville.

(2) General Dimensional Requirements – CD1-S C.

Zoning District	Minimum Zoning Lot		Minimum Contiguous Site Area (ac)	Minimum Setbacks ¹				Maximum Impervious Surface Cover (%)	Maximum Height (ft) ²
	Area (sf)	Width (ft)		Front (ft)	Rear (ft)	Interior Side (ft)	Street (ft)		
CD1-C	20,000	100	20	20	20	20	20	70	40/75

(3) Supplementary District Requirements.

- (a) New Development. The regulations of the CD1-S C District shall apply to all parcels within the boundaries of the district.
- (b) Existing Development. A structure existing at the time that a CD1-S C district is approved shall not be deemed a non-conforming structure as a result of the CD1-S C District application.
- (e) Parking. Parking for the proposed development within the CD1-S C District shall be provided so as to minimize the view of parking from adjacent uses and public travel ways through the strategic placement of buildings and parking and the utilization of landscaping, grading, and other architectural features for screening and buffering purposes.
- (g) Pedestrian Circulation and Connectivity. Developments within the CD1-S C District shall provide pedestrian connectivity between all proposed and existing administrative, instructional, athletic buildings and mobile units. This connectivity shall be provided through the use of coherent pedestrian pathways and/or sidewalks systems, outdoor plazas, colonnades strategically placed to encourage such inter-connectivity and to provide for safe and secure pedestrian movement protected from automobile traffic and other outside campus security concerns. Such pedestrian routes shall be supported through proper placement of signage, landscaping and architectural elements.

(D) MU-S C Mixed Use – Special-Use Conditional Zoning District

- (1) **Purpose.** The MU-S C District is intended to accommodate and positively integrate a balanced mixture of residential, commercial, and in some cases, light industrial uses within the district and the surrounding area. Depending upon the existing land use context in which the MU-S C District is proposed, at least three (3) distinctly different use components are expected for any MU-S C zoning proposal. Building mass, rhythm, scale, and transition, as well as a cohesive and connected pedestrian and vehicular network are intended to be key elements of the overall design concept. This district encourages innovation by offering flexibility in design and

layout requirements to achieve a greater choice of living and working environments. The development design should also be compatible with the natural terrain and surrounding uses, protect natural and/or historic resources, and provide useful open space. This district is only permitted through the special-use **conditional** district zoning process. This district is suitable in GMAs 1, 2, 3 and 4 and Metro Activity Centers.

(2) General Dimensional Requirements – MU-S C.

Zoning District	Minimum Zoning Lot		Minimum Contiguous Site Area (ac)	Minimum Setbacks ¹				Maximum Impervious Surface Cover (%)	Maximum Height (ft) ²
	Area (sf)	Width (ft)		Front (ft)	Rear (ft)	Interior Side (ft)	Street (ft)		
MU-S C	5,000	30	30	10	—	—	10	—	60/ unlimited

(3) Supplementary District Requirements.

(a) Pre-application Conference. Prior to the formal submission of a proposed MU-S C District, the developer or representative shall attend a pre-application conference with the Director of Planning concerning the proposed plan of development. At this pre-application conference, the developer shall submit a sketch plan for the MU-S C District and general information on traffic circulation and utilities for tentative review, comments, and recommendations by the Director of Planning. The Director of Planning shall comment on the information presented at that meeting in writing within sixty (60) days. The official plan of development and rezoning request shall be submitted to the Planning Board only after the completion of the pre-application conference and the written response.

(b) MU-S C District Application.

(i) Time. The developer shall file an application for approval of an MU-S C District within one hundred eighty (180) days after the written response from the Planning Staff.

(ii) Site Plan Requirements and Procedure. The procedure for approval of an MU-S C District shall be the same as a two-phase special use district rezoning in conformance with procedures set forth in Section B.7-4.2.

[B] Streetyards. Streetyards, if required, shall be determined as appropriate through the site plan review process in accordance with MU-S C purpose statement.

[C] Bufferyards. Both peripheral and internal bufferyards, if required, shall be determined as appropriate through the site plan review process in accordance with the MU-S C purpose statement.

- (c) Parking.
 - (i) Number of spaces. Off-street parking for any use in the MU-S C District may be reduced fifteen percent (15%) from the requirements of Table B.3.8.

- (d) Effects of Approval.
 - (i) The area of an approved MU-S C District shall be noted on the *Official Zoning Maps*. After approval of a final development plan, such plan shall control the development of the property. After approval of a final development plan, no building or structure may be erected or building permit issued nor any lots sold from any such plat nor any final plat approved or recorded, unless such building, structure, permit or plat is consistent with every respect with the approved final development plan.

- (e) Development in Phases. The applicant may propose that an MU-S C District be developed in phases.
 - [C] Phasing plan shall demonstrate a balanced and integrated mixture of uses in accordance with the overall MU-S C plan concept. In general, residential components of the MU-S C District shall be proportionately phased with commercial elements.
 - [D] The cumulative density of a phase and all phases to be developed prior to that phase shall not exceed the proposed net density of the entire MU-S C District by more than ten percent (10%).
 - [F] The phasing shall be consistent with the development plan for the entire MU-S C District.

- (ii) If an approved development plan includes phasing provisions, then:
 - [B] No final plat for a phase of an MU-S C District shall be approved unless all open space and common facilities included in previous phases are substantially complete or surety meeting the requirements of the Unified Development Ordinances; and,
 - [C] No final plat for a phase of an MU-S C District shall be approved if there is any uncorrected violation of the development plan, a preliminary plat, a final plat or this section in any previous phase.

- (f) Maintenance. An application for approval of an MU-S C District shall be accompanied by copies of documents related to the proposed homeowners association or other entity proposed to manage and maintain private streets, open space, and other common areas and facilities, if any.

(E) LD1-SC and LD2-SC Lewisville Downtown Districts

(1) Purpose.

- (a) Lewisville Downtown District 1 (LD1-S C) applies to the Downtown Core Area (DCA)
- (b) Lewisville Downtown District 2 (LD2-S C) applies to the Downtown Gateway Area (DGA)

(2) Pre-application Conference. Prior to the formal submission of a proposed LD1-S C and LD2-S C Districts, the developer or representative shall attend a pre-application conference with the Planning Staff concerning the proposed plan of development. At this pre-application conference, the developer shall submit a sketch plan for the LD1-S C and LD2-S C Districts and general information on traffic circulation and utilities for tentative review, comments and recommendations by the Planning Staff.

- (b) The developer shall file an application for approval of an LD1-S C and LD2-S C Districts within one hundred eighty (180) days after the written response from the Planning Staff.

(4) General Dimensional Requirements - LD1-SC and LD2-SC

Zoning District	Minimum Zoning Lot		Minimum Contiguous Site Area (ac)	Minimum Setbacks				Maximum Impervious Surface Cover (%)	Maximum Height (ft) ²
	Area (sf)	Width (ft)		Front (ft)	Rear (ft)	Interior Side (ft)	Street (ft)		
LD1-S C	—	—	—	DCA 0' Minimum/6' Maximum GWR - 15'	—	0' Minimum	—	—	48'
LD2-S C	—	75'	—	DGA - 40' Minimum	—	0' Minimum	—	—	48'

(5) Build-To-Line (BTL). The line at which construction of a building is to occur on a lot. A build-to-line runs parallel to the front property line and is established to create an even building façade line on a street. BTL applies only to LD1-S C.

(7) Parking.

- (a) Amount Required. For any permitted use in the LD1-S **C** and LD2-S **C** Districts, the required amount of parking may be reduced by thirty percent (30%).
- (b) Location.
 - (i) LD1-S **C**/DCA.
 - (ii) LD2-S **C**/DGA.
- (c) Credits. On-street parking satisfying the off-street parking requirements is permitted provided the following requirements are met:
 - (iv) Credit for on-street parking shall not exceed thirty-five percent (35%) of the total off-street parking requirements of the site; (thirty percent (30%) reduction for LD1-S **C** and LD2-S **C** shall be applied first).

(8) Bufferyards and Other Screening Requirements.

- (c) Removal. Owners of LD1-S **C** and LD2-S **C** zoned properties may remove side yard buffers when pre-development conditions, which required the installation, no longer exist.
- (e) Plantings. Where a chain link fence is utilized, site appropriate landscaping should be incorporated. All required vegetation should be planted on the exterior side of the fence and be in addition to those plantings and bufferyards required by the LD1-S **C**, LD2-S **C** and Lewisville Downtown Overlay Districts.

(10) Architectural Character Standards.

- (e) Façade Openings.
 - (i) For LD1-S **C**/DCA.
 - (ii) For LD2-S **C**/DGA.
- (f) Building Orientation and Main Entrance.
 - (i) For LD1-S **C**/DCA.
 - (ii) For LD2-S **C**/DGA.
- (i) Building Height.
 - (i) For LD1-S **C**/DCA.
 - (ii) For LD2-S **C**/DGA.

- (l) Color. Color schemes for all new buildings in LD1-S C (DCA) shall incorporate a single base color and no more than two (2) compatible secondary minor accent colors.

(11) Permitted Uses in LD1-S C.

(12) Permitted Uses in LD2-S C.

(F) VBD-S C Vienna Business District

- (2) **Applicability, Purpose and Intent.** This zoning district is intended for use in the Vienna Core District. The Vienna Business District (VBD-S C) provides for restricted development in an area that has historically featured neighborhood businesses providing convenience services to the surrounding rural community of Vienna.

(4) General Dimensional Requirements – VBD-S C Zoning District

Zoning District	Minimum Zoning Lot		Minimum Contiguous Site Area (ac)	Minimum Setbacks				Maximum Impervious Surface Cover (%)	Maximum Height (ft)
	Area (sf)	Width (ft)		Front (ft)	Rear (ft)	Side			
						Interior Side (ft)	Street (ft)		
VBD-S C	—	—	—	BTL	—	0.5/12 ¹	—	—	48

(5) Build-To-Line (BTL) in VBD-S C.

(7) Parking.

- (a) Amount Required. For any permitted use in the VBD-S C District, the required amount of parking may be reduced by thirty percent (30%).

(8) Buffers and Street yards.

- (c) Removal. Owners of VBD-S C zoned properties may remove side yard buffers when pre-development conditions, which required the installation, no longer exist.

(10) Permitted Uses in VBD-S C.

(11) Supplemental District Requirements.

- (a) Pre-application Conference. Prior to the formal submission of a proposed VBD-S C District, the developer or representative shall attend a pre-application conference with the Town Planner concerning the proposed plan of development. At this pre-application conference, the developer shall submit a sketch plan for the VBD-S C or District and general information on traffic circulation and utilities for tentative review, comments and recommendations by the Town Planner. The Town Planner, after review by the Town Manager, shall comment on the information presented at that meeting in writing within sixty (60) days. The official plan of development

and rezoning request shall be submitted only after the completion of the pre-application conference and the written response.

- (b) VBD-S C District Rezoning Application. The developer shall file an application for approval of a VBD-S C District within one hundred eighty (180) days after the written response from the Town Planner.

(12) General Regulations and Other Development Standards. See *Appendix* section titled "*Vienna Business District (VBD-S C)*".

Chapter B, Article II, Section 2-1.6

OVERLAY AND SPECIAL PURPOSE DISTRICTS – PURPOSE STATEMENTS AND REGULATIONS

(A) NCO Neighborhood Conservation Overlay District

(2) District Requirements.

(d) Standards for Development Within the NCO District.

- (i) Conservation Standards. All development within the NCO District shall be subject to the conservation standards contained in the applicable Neighborhood Design Study. These conservation standards may be more stringent or less stringent than the regulations of the underlying zone; in the event of any conflict, the neighborhood conservation standard shall apply. However, the conservation standards shall be objective standards and may regulate only the following: Dimensional requirements, natural and constructed landscape and bufferyard features, parking requirements, signage, lighting, vehicular access, location of exterior entrances and stairways, roof shape, building orientation and scale, outdoor storage, location and screening of utilities. ***No proposed conservation standard shall conflict with the provisions of NCGS 160D-702.***

(B) Downtown Overlay District (DTO)

(3) General Regulations.

- (b) The uses permitted in the underlying zoning district shall be allowed in the Downtown Overlay District, Lewisville Downtown (LD1-S C and LD2-S C) Zoning District is the preferred district, however, other districts may be approved provided the Downtown Overlay District requirements are complied with and only for the uses permitted in the LD1-S C and LD2-S C districts.

(4) Architectural Character Standards.

- (l) Color. Color schemes for all new buildings in LD1-S C (DCA) shall incorporate a single base color and not more than two (2) compatible secondary minor accent colors. Natural earth tones are encouraged; bright primary colors are discouraged and shall only be used as accent colors.

**Chapter B, Article II, Section 2-5
USE CONDITIONS**

2-5.27 FAMILY GROUP HOME A ~~CARE HOME~~, FAMILY GROUP HOME B

(A) A family care home shall be deemed a residential use of property for zoning purposes and shall be a permissible use in all residential districts.

(B) A family care home shall not be located within a one-half mile radius of an existing family care home.

2-5.27.1 FAMILY GROUP HOME B

(A) Management

If not State licensed, the Family Group Home A or B shall have written operating procedures or manuals, established goals and objectives for person receiving therapy or treatment, a structured system of management with a Board of Directors, and on-premises management/supervisory personnel.

**Chapter B, Article III, Section 3-1
DIMENSIONAL REQUIREMENTS**

Table B.3.2
Nonresidential Districts General Dimensional Requirements ^{1,2}

Zoning District	Minimum Zoning Lot ⁴		Minimum Contiguous Site Area (ac)	Minimum Setbacks ⁵				Maximum Impervious Surface Cover (%)	Maximum Height ³ (ft)
	Area (sf)	Width (ft)		Front (ft)	Rear (ft)	Side			
						Interior Side (ft)	Street (ft)		
MU-S C	5,000	30	30	10	—	—	10	—	60/unlimited ³

Table B.3.4
Other Dimensional Requirements

Zoning District	Minimum Zoning Lot		Minimum Setbacks					Maximum Impervious Surface Cover (%)	Maximum Height (ft)
	Area (sf)	Width (ft)	Front (ft)	Rear (ft)	Side				
					One Side (ft)	Combined (ft)	Street (ft)		
Single Family Residences in NO, NB, PB and MU-S C Districts									
MU-S C	5,000	40	15	15	0	15	20	—	40
Duplexes in MU-S C and NO Districts									
MU-S C	7,500	40	15	15	0	15	20	—	40
Twin Homes in MU-S C and NO Districts									
MU-S C	5,000	40	15	15	0	15	20	—	40
Multifamily Developments in GB, CB, MU-S C , NO and LO Districts									
MU-S C	30,000	70	25	25	15	30	20	80	60

**Chapter B, Article III, Section 3-1.2
SUPPLEMENTAL DIMENSIONAL REQUIREMENTS**

(D) Setbacks for Taller Structures in GO, CPO, GB, GI and MU-SC Districts

**Chapter B, Article III, Section 3-2.1
SIGN REGULATIONS**

Table B.3.6
Permitted Districts for Signs

	R M	N O	L O	C P O	G O	N B	P B	L B	N S B	H B	G B	C B	L I	C P I	G I	C I	I P	C	M U - S C	L D 1 - S C	L D 2 - S C	
Off-Premises Signs																						
Ground Sign										Z			Z		Z	Z			Z			
On-Premises Signs																						
Ground Sign	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z
Awning		Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z
Projecting Sign	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z		Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z
Roof Sign																						
Wall Sign	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z		Z	Z	Z	

**Chapter B, Article III, Section 3-3.2
OFF-STREET PARKING REQUIREMENTS**

Table B.3.8
OFF-STREET PARKING REQUIREMENTS

PRINCIPLE USES	MINIMUM REQUIREMENTS	NOTES
RESIDENTIAL USES		
Family Group Home A <i>Care Home</i>	2 spaces	

**Chapter B, Article III, Section 3-3.5
ALTERNATIVES AND INCENTIVES**

(D) Reductions in the NB, LO, NO, LD1-SC and LD2-SC Districts

(3) In the LD1-SC and LD2-SC Districts, See Section B.2-1.5(D)(7).

**Chapter B, Article III, Section 3-3.7
DRIVEWAY ACCESS MANAGEMENT)**

(DE) Commercial Driveway Standards – (LD1-SC, LD2-SC and VBD Districts)

(6) Drives Outside of the LD1-SC, LD2-SC and VBD Districts.

(EF) Measuring Driveway Access

(EG) Corner Clearance

(GH) Geometric Design of Driveway Access

(HI) Modified Access Requirements

(IJ) Shared Access Requirements

(JK) Permit Required

(KL) Site Plan Modifications

**Chapter B, Article III, Section 3-4.3
MOTOR VEHICLE SURFACE AREA LANDSCAPING STANDARDS**

(B) Streetyards

(5) LD1-SC, LD2-SC, VBD-SC and PB Districts.

**Chapter B, Article III, Section 3-5.2
DETERMINATION OF BUFFERYARD**

(C) Alternative Compliance for CD1-SC, IP, NO, NB, PB and MU-SC Districts

In the CD1-SC, IP, NO, NB, PB and MU-SC Districts, a developer may propose a bufferyard plan that varies from the strict application of the provisions of this section in order to accommodate unique characteristics of the site, utilize innovative design, or provide an appropriate degree of buffering for separate phases and types of development.

(E) Special Provisions for LD1-SC and LD2-SC.

Chapter B, Article IV, Section 4-1

CREATION

Pursuant to the authority conferred by the North Carolina General Statutes (G.S.) ~~160A-400.1-160D-940~~ through 400.14 ~~160D-949~~, the Forsyth County Board of Commissioners, the City Council of the City of Winston-Salem, the Board of Aldermen of the Town of Kernersville, the Village Council of Clemmons, and the Town Councils of the Towns of Bethania, Lewisville, Rural Hall, and Walkertown (hereinafter the Elected Bodies) by

concurrent ordinances, do hereby create and establish a joint commission to be known as the Forsyth County Historic Resources Commission (hereinafter the Commission). In establishing the Commission and making appointments to it, the Elected Bodies may seek the advice of State or local historical agencies, societies, or organizations. For purposes of this Article IV, County/City/Town/Village shall refer, to Forsyth County and the City of Winston-Salem, the Town of Kernersville, the Village of Clemmons, Towns of Bethania, Lewisville, Rural Hall, and Walkertown or jointly, as the context requires.

Chapter B, Article IV, Section 4-3.2

(B) Specific Authority and Powers

The Commission shall have all powers of an historic preservation commission as provided in G.S. ~~Part 3C of Article 19 of Chapter 160A~~ **Part 4 of Article 9 of Chapter 160D**, including the following duties and responsibilities:

- (4)** To review and act on proposals for exterior alteration, relocation, new construction, or demolition of, or within, designated historic landmarks or districts in accordance with G.S. ~~160A-400.9~~ **160D-102; -947**;
 - (17)** To acquire under Commission ownership, manage, and dispose of properties designated as historic landmarks or within designated historic districts, pursuant to G.S. ~~160A-400.8(3)~~ **160D-942**;
-

Chapter B, Article IV, Section 4-4.3

- (C)** In accordance with G.S. ~~160A-400.6(2)~~ **160D-946**, the Commission shall make or cause to be made an investigation and report on the archaeological, historical, architectural, educational, or cultural significance of each building, structure, site, area, or object proposed for designation or acquisition. The investigation and report shall be forwarded to the Division of Archives and History, North Carolina Department of Cultural Resources.
 - (D)** In accordance with G.S. ~~160A-400.6(3)~~ **160D-946**, the North Carolina Department of Cultural Resources shall be given the opportunity to review and comment upon the substance and effect of the designation of any historic landmark. Any comments shall be provided in writing. If the Department of Cultural Resources does not submit its comments within thirty (30) days following receipt by the Department of the investigation and report, the Commission and the Elected Body are relieved of any responsibility to consider such comments.
-

Chapter B, Article IV, Section 4-7.5

(C) Design and Review Guidelines Required

The requirement for a Certificate of Appropriateness shall not become effective until after the Commission has prepared and adopted principles and guidelines not inconsistent with G.S. ~~Part 3C of Article 19 of Chapter 160A~~ **Part 4 of Article 9 of Chapter 160D**. Such principles and guidelines, hereafter referred to as Design Review Guidelines, shall be prepared for the Local Historic Landmarks (LHL), and for each H and/or HO District and shall address new construction, alterations, additions, moving, and demolition to properties and/or sites.

These criteria shall take into account the historic, architectural, and visual elements which are unique to the designated landmarks and districts.

**Chapter B, Article V, Section 5-2.3
EXPANSION OF A NONCONFORMING USE**

(E) Transmission Towers

(1) *Co-location of Small Wireless Facilities.* *Co-location of small wireless facilities shall be defined in conformance with federal and state law, including the standards defined in Part 3 of Article 9 of Chapter 160D.*

**Chapter B, Article VI, Section 6-1.2
ZONING OFFICER**

(A) Issue Permits

(4) Special Use Permits, Variances, and Special Use *Conditional* District Zoning. Whenever the authorized board approves an application for a special use permit or a variance pursuant to Section B.6-1.4 or B.6-1.5, or as a special use *conditional* district zoning pursuant to Section B.6-2.2, the Zoning Officer shall *obtain the applicant's/landowner's written consent to conditions related to a special use permit, and shall* issue any necessary building permit and certificate of occupancy in accordance with the terms of such approval. All other conditions are to be met prior to the issuance of building permits, certificates of occupancy, or other period of time as determined by the Zoning Officer.

**Chapter B, Article VI, Section 6-1.4
BOARD OF ADJUSTMENT**

(A) Special Use Permits Authorized by the Board of Adjustment

(3) Required Findings.

Except with regard to the conversion of nonconforming uses in Section B.5-2, no provision of this Ordinance shall be interpreted as conferring upon the Board of Adjustment the authority to approve an application for a special use permit for any use unless authorized in Table 2.6. In approving an application for the issuance of a special use permit, the Board of Adjustment may impose additional reasonable and appropriate conditions and safeguards to protect the public health and safety, and the value of neighboring properties, and the health and safety of neighboring residents. If the Board of Adjustment denies the application for the issuance of a special use permit, it shall enter the reasons for denial in the minutes of the meeting at which the action was taken.

The applicant/landowner must provide written consent to the conditions related to the special use permit.

(B) Variances

(5) Findings. The Board of Adjustment shall approve a variance only when the Board of Adjustment makes affirmative finding as follows:

- ~~(a) That the approval of the variance will not materially endanger the public health or safety if located where proposed and developed according to the application and plan as submitted and approved;~~
- ~~(b) That the use of the property otherwise meets all required conditions and specifications;~~
- ~~(c) That the approval of the variance will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity; and,~~
- ~~(d) That the location and character of the use, if developed according to the variance, will otherwise be in harmony with the area in which it is to be located and in general conformity with Legacy.~~

- (a) Unnecessary hardship would result from the strict application of the regulation. It is not necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.*
- (b) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.*
- (c) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance is not a self-created hardship.*
- (d) The requested variance is consistent with the spirit, purpose, and intent of the regulation, such that public safety is secured and substantial justice is achieved.*

(D) Appeals and Interpretation

(1) General. The Board of Adjustment shall hear and pass upon appeals from and shall review any disputed order, requirements, decision or determination made by the Zoning Officer. The Board of Adjustment shall also hear and pass upon all other matters upon which it is required to act under this Ordinance, *including but not limited to, decisions of the Housing Conservation Administrator, the Watershed Administrator, the Erosion and Sedimentation Control Administrator, and the Subdivision Administrator. All matters that are considered under appeal by the Board of Adjustment shall follow all application procedures and pay all required fees prior to the appeal being accepted.*

(3) **Four-Fifths (4/5) Majority Vote Required.** The concurring vote of four-fifths (4/5) a simple majority of the members of the Board of Adjustment shall be necessary to reverse any order requirement, decision, or interpretation of the Zoning Officer.

(4) **Conflict of Interest.** A member of the Board of Adjustment shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person or a financial interest in the outcome of the matter.

**Chapter B, Article VI, Section 6-1.5
SPECIAL USE PERMITS AUTHORIZED BY THE ELECTED BODY**

(E) Elected Body Decision

(4) **Majority Vote Required.** No vote greater than a majority vote shall be required for the Elected Body to issue a special use permit. For the purposes of this section, vacant positions on the Elected Body and members who are absent or excused from voting on a special use permit shall not be considered members of the Elected Body for calculation of the requisite majority.

(5) **Conflict of Interest.** A member of the Elected Body shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person or a financial interest in the outcome of the matter.

(H) Special Use Conditional District Zoning

No separate special use permit is required for a use which is permitted as part of a special use conditional district zoning adopted by the Elected Body and which meets the requirements of this Ordinance.

Chapter B, Article VI, Section 6-1.6

6-1.6 SUBMISSION OF WRITTEN COMMENTS

At least two (2) days before the Elected Body's proposed vote on a request for a special use permit, any resident or property owner in the local government's jurisdiction may submit a written statement to the clerk's office regarding the proposed special use permit. The clerk shall provide only the names and addresses of the individuals providing written comment to the Elected Body, and the provision of such names and addresses to all members of the Elected Body shall not disqualify any member of the Elected Body from voting.

**Chapter B, Article VI, Section 6-2.1
GENERAL USE DISTRICTS**

(M) Planning Board Review

The Planning Board shall submit a report and recommendations to the Elected Body in writing within one hundred twenty (120) days after receipt by the Planning Board of a complete petition, including compliance with Section B.6-2.1(F), unless such period is extended by the Elected Body. Failure to submit a report and recommendation shall not be deemed to constitute either approval or disapproval of the petition by the Planning Board. The Planning Board shall, at the same time, mail or deliver to the petitioner, and also to the opponent(s), if any, a copy of the same report and recommendations sent to the Elected Body. In case there is more than one petitioner for or opponent to the proposed change, it shall be sufficient to mail or deliver a copy of the report and notice of any subsequent hearing before the Elected Body to the one petitioner designated by the petitioners to receive same and to any such opponent who requests receipt of such report in writing at the public hearing. Furthermore, in any case where any of the parties are represented by an attorney named in the petition, the mailing or delivery of a copy of the report and notice of any hearing to the attorney shall be the equivalent of mailing or delivering the same to the party or parties represented by the attorney.

Pursuant to the provisions of NCGS 160D-109, Planning Board members shall not vote on items decided by the Planning Board of zoning map amendment recommendations forwarded to the Elected Body where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member(s). Further, Planning Board members shall not vote on items decided by the Planning Board or any zoning map amendment recommendation forwarded to the Elected Body if the landowner of the property subject to the approval or rezoning petition recommendation has a close familial, business or other associational relationship with the Planning Board.

(N) Elected Body Public Hearing

A public hearing shall be held by the Elected Body on each proposed amendment to the Zoning Ordinance, after publication of notice, as hereinabove provided. Said proposed amendment shall be placed on the agenda of a regularly scheduled public hearing of the Elected Body within sixty (60) days of receipt of the report and recommendations of the Planning Board.

A member of the Elected Body shall not vote on any legislative decision regarding a development regulation where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. A member of the Elected Body shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business or other associational relationship.

~~(O)~~ Protest Petition

In case of a protest against any amendment or change of the zoning ordinance signed by the owners of twenty percent (20%) or more, either of the area of the lots included in such proposed change; or of those immediately adjacent thereto, either in the rear thereof or on either side thereof, extending one hundred (100) feet therefrom; or of those directly opposite thereto extending one hundred (100) feet from the street frontage of such opposite lots; such amendment shall not become effective except by favorable vote of three-fourths (~~3~~⁴) of all members of the Elected Body.

No protest against any change or amendment of the zoning ordinance shall be valid or effective under the provisions of the foregoing paragraph unless such protest is in the form of a written petition actually bearing the signatures of the requisite number of property owners and stating that the signers do protest the proposed change or amendment, and unless such protest shall have been received by the Elected Body in sufficient time to allow at least two (2) normal workdays, excluding Saturdays, Sundays, and legal holidays, prior to the date established for a public hearing on the proposed change or amendment to determine the sufficiency and accuracy of the petition. Such petition shall be accompanied by a map or sketch clearly showing the property of the petitioners in such detail as to show that the ownership requirements of the foregoing paragraph are met, which would compel a three-fourths (3/4) favorable vote by the Elected Body.

(O) Submission of Written Statements

The Unified Development Ordinance may from time to time be amended, supplemented, changed, modified, or repealed. If any resident of property owner in the Town submits a written statement regarding a proposed amendment, modification, or repeal to a zoning ordinance to the Town Clerk at least two (2) business days prior to the proposed vote on such change, the Town Clerk shall deliver such written statement to the Elected Body.

(P) Limits on Resubmittal

(1) Previous Denial. In the event that a petition to amend the text or the zoning maps is denied by the Elected Body, a period of two (2) years must elapse before another petition for the same kind of change in the regulations or for the same zoning classification of land previously involved may be submitted. Further, a period of one year must elapse before a new petition for any change in zoning classification of land previously involved may be submitted. Such one year or two (2) year period shall be measured from the date of acceptance of the previous petition by the Planning Board for the change in regulations or in the classification of the land. The limitations on the filing of new petitions in this subparagraph shall not preclude the filing by a property owner or the acceptance of a new petition from a property owner within the one year or two (2) year waiting periods following the filing of a petition by a petitioner other than the owner of the property affected, if the owner of such property opposed rezoning at a public hearing before the Planning Board or expressed opposition to the proposed rezoning in writing to the Planning Board prior to such public hearing. ~~Prior to December 31, 1996, with respect to denied petitions which requested a zoning map amendment to a zoning classification under the old zoning ordinance, whether the zoning classification under the Unified Development Ordinances is the same classification under the old zoning ordinance shall be determined by reference to the Table of Corresponding Zoning Districts in the Appendix, incorporated herein by reference.~~

(2) Elected Body Authority. Nothing in this section shall constitute a limitation upon the authority of the Elected Body or the Planning Board to consider or reconsider, upon their own motion, any changes to the regulations or district boundaries of the zoning ordinance, or any zoning **district** or rezoning of property. Further, nothing in this chapter shall affect the validity or effectiveness of any recommendation made by the Planning Board prior to the effective date of this amendment, and the Elected Body may lawfully act on such recommendation as if it had been made by the Planning Board subsequent to the effective date of this amendment. Any such consideration, reconsideration or act by the Elected Body shall comply with the notice requirements for ordinance amendments contained in this Ordinance.

Chapter B, Article VI, Section 6-2.2

6-2.2 SPECIAL-USE **CONDITIONAL** DISTRICTS

(A) **Requirements**

All requirements of general use zoning shall be met. If the petitioner elects to petition for special-use **conditional** district zoning, the petition must specify the actual use(s) intended, one or more of the permitted uses listed in Table 2.6 for the entire tract or any part or parts thereof, for the property specified in the petition, and the proposed use(s) must be a use(s) permitted in the corresponding general use district. If the petitioner petitions for two (2) or more special-use **conditional** districts, the petitioner shall submit a separate petition for each district. The Elected Body, in considering whether to approve or disapprove each special-use **conditional** district petition, shall do so on the basis of the specific use(s) requested.

(B) **Compliance with General Use Provisions**

Any petition to amend district boundaries to create a special-use **conditional** district shall comply with procedures for general use district amendments set out in Section B.6.

(C) **One and Two-Phase Petitions**

The petitioner may elect to submit a special-use **conditional** district zoning petition either as a one-phase petition or as a two-phase petition.

(F) **Decision Regarding One-Phase Petition**

If the Elected Body finds that a one-phase petition for special-use **conditional** district zoning should be granted, the Elected Body shall rezone the property and issue a special-use **conditional** district permit. If the Elected Body finds that the proposed special-use **conditional** district should not be created, the Elected Body shall deny the petition.

(G) **Decision Regarding Two-Phase Petition**

If the petition is a two-phase petition, and the Elected Body finds that it would grant the special-use **conditional** district zoning if an acceptable final development plan were submitted, the Elected Body shall approve the petition in concept, subject to the submission of an acceptable final development plan. If the Elected Body finds that the proposed special-use **conditional** district should not be created, the Elected Body shall deny the petition.

(H) **Conditions of Approval**

In rezoning for a special-use **conditional** district, the Elected Body may impose additional reasonable conditions as provided in Section B.6-2.2(D)(1)(b). If all requirements and conditions are accepted by the petitioner, the Elected Body shall rezone the property and issue a special-use **conditional** district permit, attaching thereto and incorporating therein the conditions mentioned immediately above. Otherwise the petition shall be denied.

(I) **Permit Issuance**

No zoning permit or other governmental entitlement for the use, development, or division of land zoned to a special-use **conditional** district shall be issued prior to the issuance of a special-use **conditional** district permit by the Elected Body.

- (J) **Effect of Special-Use Conditional District Permit**
 Once a special-use conditional district permit has been issued by the Elected Body, it shall be binding upon the property included in such permit, unless subsequently changed or amended by the Elected Body as provided for in this Ordinance. All conditions approved by the Elected Body shall be attached to and incorporated in the special-use conditional district permit and shall become a part thereof.
- (K) **Amendment**
 The Elected Body may change or amend any special-use conditional district permit, only after public notice and hearing, upon recommendation of the Planning Board, and subject to the same procedures provided in this Ordinance for granting special-use conditional district zoning.
- (L) **Staff Minor Changes**
 Each Elected Body may, by resolution, allow the Planning Staff to grant staff minor changes to site plans and conditions after the site plans and conditions have been approved by an Elected Body. Such resolution shall include authority for staff to make changes as consistent with law and the intent of the original site plan or conditions. *Minor changes may include, but are not limited to, changes which do not alter the basic relationship of the proposed development to adjacent property, will not alter the uses permitted, or will not increase density or intensity of the development.*
- (M) **Enforcement of Conditions of Special-Use Conditional District Permit**
 Any violation of a condition of a special-use conditional district permit shall be a violation of this Ordinance and subject to the enforcement provisions of Section B.9.
-

Chapter B, Article VI, Section 6-2.3

6-2.3 RECORDS AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE

- (A) **General Procedures**
Proposals to amend, supplement, change, modify, or repeal any of the regulations established by this Ordinance, or hereafter established, may be initiated by the Elected Body, by the Planning Board, or by petition of any interested person.
- (1) **Petition Submitted.** *A petition by an interested person to amend or change the regulations shall be submitted to the Elected Body through and reviewed by the Planning Board which shall consider its merit and make a recommendation to the Elected Body.*
- (2) **Public Hearing.** *In no case shall final action by the Elected Body be taken amending, changing, supplementing, modifying, or repealing the regulations established by this Ordinance until a public hearing has been held by the Elected Body at which parties in interest and citizens shall have an opportunity to be heard.*
- (3) **Notice.** *A notice of each public hearing shall be given once a week for two (2) successive calendar weeks in a newspaper of general circulation in the adopting jurisdiction, the first publication of said notice being not less than ten (10) days prior to the date fixed for the hearing.*

(B) Submittal to Planning Board

(1) Amending the Text of this Ordinance. Unless waived by the Planning Board in advance, no petition to amend the regulations established by this Ordinance shall be considered at the same meeting of the Planning Board or Elected Body. Application for a waiver of this requirement shall be accompanied by:

(a) Recommendation of planning staff;

(b) Completed petitions to amend the regulations established by this Ordinance; and

(c) The fees required.

(C) Advertising a Posting for a Planning Board Public Hearing

Notice of the public hearing shall be advertised once in a newspaper of general circulation in the adopting jurisdiction, said notice being not less than ten (10) days prior to the date scheduled for the hearing.

(D) Withdrawal

A petition may not be withdrawn by the applicant after publication, or scheduled publication which cannot be canceled, of notice of public hearing except by permission of the appointed body before which the petition is pending for action or consideration. Once the appointed body has acted to forward a recommendation on the zoning petition to the appropriate elected body, the petition may not be withdrawn by the applicant except with permission of the Elected Body. A public hearing is not required to consider a request to withdraw. The filing fees are not refundable, except that the Planning Director may authorize refund of the fees if no notice expenses related to the petition have been incurred.

(E) Planning Board Review

The Planning Board shall submit a report and recommendations to the Elected Body in writing within one hundred twenty (120) days after receipt by the Planning Board of a complete petition, including compliance with Section B.6-2.1(F), unless such period is extended by the Elected Body. Failure to submit a report and recommendation shall not be deemed to constitute either approval or disapproval of the petition by the Planning Board.

In the report, the Planning Board shall advise and comment on whether the proposed amendment is consistent with the Legacy and any other officially adopted plan that is applicable. The Planning Board shall provide a written recommendation to the Elected Body that addresses plan consistency and, whether the proposed amendment is reasonable and in the public interest. A statement by the Planning Board that a proposed amendment is inconsistent with Legacy shall not preclude consideration or approval of the amendment by the Elected Body.

The Planning Board shall, at the same time, mail or deliver to the petitioner(s), and also to the opponent(s), if any, a copy of the same report and recommendations sent to the Elected Body. In any case where any of the parties are represented by an attorney named in the petition, the mailing or delivery of a copy of the report and notice of any hearing to the attorney shall be the equivalent of mailing or delivering the same to the party or parties represented by the attorney.

Pursuant to the provisions of NCGS 160D-109, Planning Board members shall not vote on items decided by the Planning Board or text amendment recommendations forwarded to the Elected Body where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member(s). Further, Planning Board members shall not vote on items decided by the Planning Board or any recommendation forwarded to the Elected Body if the landowner of the property subject to the approval or rezoning petition recommendation has a close familial, business or other associational relationship with the Planning Board.

(F) Elected Body Public Hearing

A public hearing shall be held by the Elected Body on each proposed amendment to the UDO, after publication of notice, as herein above provided. Said proposed amendment shall be placed on the agenda of a regularly scheduled public hearing of the Elected Body within sixty (60) days of receipt of the report and recommendations of the Planning Board.

A member of the Elected Body shall not vote on any proposed amendment to this Ordinance where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. A member of the Elected Body shall not vote on any amendment if the applicant for a text amendment is a person with whom the member has a close familial, business or other associational relationship.

(G) Submission of Written Statements

The Unified Development Ordinance may from time to time be amended, supplemented, changed, modified, or repealed. If any resident of property owner in the Town submits a written statement regarding a proposed amendment, modification, or repeal to a zoning ordinance to the Town Clerk at least two (2) business days prior to the proposed vote on such change, the Town Clerk shall deliver such written statement to the Elected Body.

(H) Limits on Resubmittal

(1) Previous Denial. In the event that a petition to amend the text is denied by the Elected Body, a period of two (2) years must elapse before another petition for the same kind of change in the regulations or for the same zoning classification of land previously involved may be submitted. Such two (2) year period shall be measured from the date of acceptance of the previous petition by the Planning Board for the change in regulations.

(2) Elected Body Authority. Nothing in this section shall constitute a limitation upon the authority of the Elected Body or the Planning Board to consider or reconsider, upon their own motion, any changes to any zoning district or rezoning of property. Furthermore, nothing in this chapter shall affect the validity or effectiveness of any recommendation made by the Planning Board prior to the effective date of this amendment, and the Elected Body may lawfully act on such recommendation as if it had been made by the Planning Board subsequent to the effective date of this amendment. Any such consideration, reconsideration or act by the Elected Body shall comply with the notice requirements for ordinance amendments contained in the Ordinance.

6-2.34 RECORDS

6-2.4 NOTICE TO NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to State law, written notice of any industrial rezoning within six hundred sixty (660) feet of the right-of-way of freeways/expressways in the Interstate System shall be provided to the North Carolina Department of Transportation.

**Chapter B, Article VII, Section 7-2.3
USES AND ACTIVITIES REQUIRING SITE PLANS**

- (C) **Request for Special Use Conditional District Zoning**
Request for special use conditional district zoning pursuant to Section B.6-2.2, including:
- (D) **Uses in Certain Districts**
Any use requested within the YR, NO, NB, NSB, C, MU-SC, NCO, TO, H, and HO zoning districts;

**Chapter B, Article VII, Section 7-3.4
TITLE BLOCK**

- (D) The date the survey was made, if applicable, except that a survey is not required for the first phase site plan submittal of a two-phase special use conditional district zoning petition; and

**Chapter B, Article VII, Section 7-4
SPECIFIC SUBMITTAL REQUIREMENTS**

Table B.7.1
Submittal Requirements

Type of Application	Submittal Requirements
Table B.2.6, Use Requiring Planning Board Review	Form 1
Table B.2.6, Use Requiring Special Use Permit from Board of Adjustment	Form 1
Table B.2.6, Use Requiring Special Use Permit from Elected Body	Form 1
Special Use Conditional District Zoning	
One-Phase	Form 1
Except Manufactured Home on Individual Lot (on ≤ 1 ½ acre)	Form 3
Two-Phase	
First Phase Site Plan	Form 2
Second Phase Final Development Plan	Form 1

Type of Application	Submittal Requirements
Use in NSB and C Districts	Form 1
Use in MU-S C Districts	Form 1 or 2
Use in H and HO Districts	Section B.4

**Chapter B, Article VII, Section 7-4.1
FORM 1 SUBMITTAL REQUIREMENTS**

Applications for ~~special-use~~ **conditional** district rezonings other than a single manufactured home on one and one-half acres or less; final development plans for the second phase of two-phase ~~special-use~~ **conditional** district rezoning, including uses in MU-**SC**; special use permits issued by the Elected Body and the Board of Adjustment which require Planning Board Review; uses requiring site plan review by the Planning Board; and users in the NSB and C Districts shall contain the following information:

**Chapter B, Article VII, Section 7-4.2
FORM 2 SUBMITTAL REQUIREMENTS**

Applications for the first phase of a two-phase ~~special-use~~ **conditional** district rezoning, including uses in the MU-**SC**; District, shall contain the following information:

**Chapter B, Article VII, Section 7-4.3
FORM 3 SUBMITTAL REQUIREMENTS**

Applications for ~~special-use~~ **conditional** district rezoning for a single manufactured home on one and one-half (1.5) acres or less shall contain the following information:

Chapter B, Article VII, Section 7-5.5

7-5.5 Staff **Minor Changes**

The Elected Body may, by resolution, allow the Planning Staff to grant ~~staff~~ **minor** changes to site plans and conditions after the site plans and conditions have been approved by an Elected Body. Such resolution shall include authority for staff to make changes as consistent with law, the intent of the original site plan or conditions, and which were not the subject of controversy during any public hearing or meeting. **Minor changes may include, but are not limited to, changes which do not alter the basic relationship of the proposed development to adjacent property, will not alter the uses permitted, or will not increase density or intensity of the development.**

Chapter B, Article IX, Section 9-2

9-2 SPECIAL-USE **CONDITIONAL DISTRICT** PERMIT

Any violation of a condition or other provision shown on the face of a site plan adopted as part of a ~~special-use~~ **conditional** district permit issued by the Elected Body shall be a violation of this Ordinance. Where the Zoning Officer determines that any term or condition of a ~~special-use~~ **conditional** district permit is not adhered to, he shall notify the petitioner or successor in interest of his findings in writing. The petitioner shall have ten (10) days unless the Zoning Officer determines that a longer period of time is reasonably necessary to correct the violation. In the event that any violation is not corrected or abated within the ten (10) days or the specified period, all development shall cease and all government permits granted pursuant thereto, such as but not necessarily limited to, a building permit, shall be revoked. The Director of Planning shall determine the proper procedure to amend the site plan, including a formal site plan amendment or a ~~staff~~ **minor** change pursuant to Section B.6-2. *Revocation of the Conditional District permit shall follow the same development review and approval process required for issuance of the initial development approval.*

Chapter B, Article X, Section 10-2.1

(G) Subdivision Ordinance

(1) **Ordinance.** The Planning Board shall prepare and submit to the Elected Body for its consideration and possible adoption an ordinance controlling the subdivision of land in accordance with the provisions of G.S. ~~Part 2 of Article 19 of Chapter 160A~~ **Article 8 of Chapter 160D**, as amended. It shall review, from time to time, the effectiveness of such ordinance and may make proposals to the Elected Body for amendment or the improvement of those regulations and their enforcement.

(H) Zoning Ordinance

(1) **Ordinance.** The Planning Board shall prepare and submit to the Elected Body for its consideration and possible adoption a Zoning Ordinance in accordance with the provision of G.S. ~~Part 3 of Article 19 of Chapter 160A~~ **Article 7 of Chapter 160D**, as amended.

Chapter C, Article I, Section 1-4.1

1-4.1 STATE LAW

This Ordinance is adopted pursuant to G.S. Chapter 160A **160D** (Cities and Towns). This Ordinance is further adopted pursuant to the following Session Laws applicable to Forsyth County, and these laws are followed to the extent that they are not inconsistent with the cited G.S. Chapter 677, 1947 Session Laws, as amended and other applicable laws.

Chapter C, Article II, Section 2-1.1

2-1.1 STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

(A) Statutory Authorization

The Legislature of the State of North Carolina has in ~~Parts 3, 5, and 8 of Article 19 of Chapter 160A and Article 8 of Chapter 160A~~ **Chapter 160D** of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare.

Chapter C, Article III, Section 3-1.4

3-1.4 AUTHORITY

The Legislature of the State of North Carolina has, in Chapter ~~160A, Article 8, Section 174~~ **160D** General Ordinance Authority; and in Chapter 143, Article 21, Watershed Protection Rules, delegated the responsibility or directed local government units to adopt regulations designed to promote the public health and safety, and general welfare of its citizenry. Additionally, The North Carolina Department of Environmental and Natural Resources (NCDENR) has directed specified entities to adopt Post-Construction Runoff Controls to satisfy requirements of the Environmental Protection Agency's Phase II National Pollutant Discharge Elimination System stormwater regulatory program. The Elected Body does hereby adopt into law the following articles as the Phase II Stormwater Management and Watershed Protection Ordinance.

**Chapter C, Article III, Section 3-1.9
DEFINITIONS**

(B) List

EXISTING DEVELOPMENT.

- (2)** Having an outstanding valid building permit as authorized by the G.S. ~~153A-344.1~~ **160D-108**; or,
- (3)** Having expended substantial resources (time, labor, money) and having an approved site specific ~~development~~ **vesting** plan as provided in Section B.1-5.2(B)(2).

VESTED RIGHT. A right pursuant to G.S. ~~153A-344.1~~ **160D-108** to undertake and complete the development and use of property under the terms and conditions of an approved site specific ~~development~~ **vesting** plan as provided in Section B.1-5.2(B)(2).

Chapter C, Article III, Section 3-1.11

3-1.11 VIOLATIONS AND ENFORCEMENT

(B) Remedies and Penalties

(1) Remedies

- (d) Correction as Public Health Nuisance, Costs as Lien, Etc. If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits prescribed by G.S. ~~160A-193~~ **160D**, the Stormwater Administrator, with the written authorization of the Town Manager, may cause the violation to be corrected and the costs to be assessed as a lien against the property.
-

Chapter C, Article IV, Section 4-5.2

4-5.2 DENIAL OF APPROVAL (PRIOR TREE HARVESTING)

(B) Enforcement

Except for existing development, a single family detached dwelling on its own lot, and an attached dwelling unit which possesses an individually separated driveway and/or garage, pursuant to NCGS Section ~~160A-458.5(e)~~ **160D-921**, the Town, through the Zoning Officer or other designee, may deny a building permit or refuse to approve a site or subdivision plan for a period of up to three (3) years after the completion of a timber harvest if the harvest results in the removal of all or substantially all of the trees from the tract of land for which the permit or approval is sought. In the event that the violation of this Ordinance is determined to be willful, the said denial may be extended to a total period of five (5) years.

Chapter D – Subdivision Ordinance

1. GENERAL PROVISIONS AND ADMINISTRATION

(D) General Definition of a Subdivision

- (1) Subdivisions exempt by State law or court judgments;
- (2) Expedited Subdivisions;**
- ~~(23)~~ Minor Subdivisions;
- ~~(34)~~ Major Subdivisions; and
- (45)** Industrial or commercial subdivisions.

(F) Penalties for Transferring Lots in Unapproved Subdivisions

Any owner or agent of any owner of land located within a subdivision controlled under any section of these ordinances who transfers or sells land by reference to, or exhibition of, or by other use of a deeded parcel of land or parcel of land on a plat before the deed or plat has been approved by the Elected Body or Town Clerk in accordance with these ordinances, shall forfeit and pay a penalty as provided by law for each lot which has been duly recorded or filed in the office of the Register of Deeds. The description of the lot or parcel by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring shall not exempt the transaction from such penalties or remedies herein provided.

Any jurisdiction exercising subdivision authority may enjoin the transfer or sale or agreement by action for injunction brought in any court of equity jurisdiction or may recover the penalty by civil action in any court of competent jurisdiction.

Building permits required pursuant to G.S. 160D-1110 may be denied for lots that have been illegally subdivided.

(K) Appeal of Planning Staff Denial of Subdivision

The denial of any subdivision controlled under any section of these ordinances by Planning Staff as an administrative decision may be appealed to the Elected Body. The appeal request must be submitted to the Planning Staff *by the filing deadline of the next meeting of the Elected Body within thirty (30) days of written notification of the decision.* Application requirements include a survey or drawing to scale of the appeal request, a letter explaining the reasons for the appeal request, and a fee of fifty dollars (\$50.00), payable to the Town of Lewisville. If the application is complete, the appeal request will be placed on the next meeting of the Elected Body. The Planning Staff will present a report and recommendation on the appeal request to the Elected Body at the meeting. The owner or owner's agent shall have a total of twelve (12) minutes to present the appeal request and the reasons for such request to the Elected Body. If the appeal request is denied, the Elected Body shall state the reasons under which the appeal request is approved. The Elected Body may require conditions of approval as deemed necessary.

Chapter D – Subdivision Ordinance

2. SUBDIVISIONS EXEMPTED BY STATE LAW OR COURT JUDGMENTS

(A) Definition

- (1)** The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased *and the resultant lots are equal to or exceed the standards of the local government subdivision regulations;*
 - (4)** The division of a tract in single ownership whose entire area is no greater than two (2) acres into not more than three (3) lots, where no public or private street right-of-way dedication is involved *and the resultant lots are equal to or exceed the standards of the local government subdivision regulations;* or,
 - (5)** *The creation of lots by or pursuant to an order or judgment of a court of competent jurisdiction. The division of a tract into parcels in accordance with the terms of a probated will or in accordance with interstate succession under Chapter 29 of the General Statutes.*
-

Chapter D – Subdivision Ordinance

3. EXPEDITED SUBDIVISIONS

(A) Subdivisions qualifying for expedited plat approval per G.S. 160D-802(c), as stated below, shall be reviewed and approved in the same manner as Exempt Subdivision. Only a plat is required for recordation for the division of a tract or parcel of land in single ownership if all of the following criteria are met to qualify for expedited review:

- (1)** The tract or parcel to be divided is/was not exempt according to the definition of a subdivision;
 - (2)** No part of the tract or parcel to be divided has been divided under this subsection in the ten (10) years prior to division;
 - (3)** The entire area of the tract or parcel to be divided is greater than five (5) acres;
 - (4)** After division, no more than three (3) lots result from the division; and,
 - (5)** After division, all resultant lots comply with all of the following:
 - (i)** All lot dimension size requirements of the applicable land use regulations, if any;
 - (ii)** The use of the lots is in conformity with applicable zoning requirements, if any; and,
 - (iii)** A permanent means of ingress and egress is recorded for each lot through a private access easement in compliance with the Ordinance.
-

Chapter D – Subdivision Ordinance

34. MINOR SUBDIVISIONS

Chapter D – Subdivision Ordinance

45. MAJOR SUBDIVISIONS

Chapter D – Subdivision Ordinance

56. INDUSTRIAL AND COMMERCIAL SUBDIVISIONS

Chapter D – Subdivision Ordinance

67. ANNOTATION OF EXCEPTIONS FOR FINAL PLATS

Appendix – Exhibits
Exhibit 2 Traffic Impact Study Standards

In accordance with G.S. 160A-174(a), "a city may by ordinance define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the city, and may define and abate nuisances." G.S. 160A-174(a) (hereinafter the General Statutes will be cited as G.S.). The comparable county statute is G.S. 153A-121; which provides counties are not authorized to regulate or control vehicular or pedestrian traffic on a street or highway under the control of the Board of Transportation. However, G.S. 153-A-341 and our local act provide that zoning regulations shall be designed to lessen congestion in the streets and to facilitate the adequate provision of transportation.

Lewisville UDO Index

Z

Zoning

Compliance.....	B-1-5
Vested Rights.....	B-1-5.2
General statutes 160A-385.1 160D-108	B-1-5.2(B)

Definitions Changes: Chapter A, Article II Definitions

ADMINISTRATIVE DECISION. *Decisions made in the implementation, administration, or enforcement of development regulations that involves the determination of facts and the application of objective standards set forth in Chapter 160D or local government development regulations. These are sometimes referred to as "ministerial" decisions or "administrative determinations."*

ADMINISTRATIVE HEARING. *A proceeding to gather facts needed to make an administrative decision.*

BONA FIDE FARM PURPOSES. *Agricultural activities as set forth in G.S. 160D-9-3.*

BUILDING. *Any structure having a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any person, process, equipment, or goods. Any structure used or intended for supporting or sheltering any use or occupancy.*

CITY-COUNTY PLANNING BOARD. See Planning Board.

CONDITIONAL ZONING. *A legislative zoning map amendment with site-specific conditions incorporated into the zoning map amendment.*

DECISION-MAKING BOARD. *A governing board, planning board, board of adjustment, historic resources commission, or other board assigned to make quasi-judicial decisions under Unified Development Ordinances*

DEPARTMENT, DENR DEQ. The North Carolina Department of Environmental and Natural Resources *Environmental Quality.* **(EROSION CONTROL)**

DEVELOPER. *A person, including a governmental agency or redevelopment authority, who undertakes any development and who is the landowner of the property to be developed or who has been authorized by the landowner to undertake development on that property.*

DEVELOPMENT. *Unless the context clearly indicates otherwise, the term means:*

- (A) The construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, or demolition of any structure;*
- (B) The excavation, grading, filling, clearing, or alteration of land;*
- (C) The subdivision of land as defined in this G.S. 160D-802; or*
- (D) The initiation or substantial change in the use of land or the intensity of use of land.*

DEVELOPMENT APPROVAL. *An administrative or quasi-judicial approval made pursuant to the Unified Development Ordinances that is written and that is required prior to commencing development or undertaking specific activity, project or development proposal. Development approvals include, but are not limited to, zoning permits, site plan approvals, variances and certificate of appropriateness. The term also includes all other regulatory approvals, permits issued, development agreements entered into, and building permits issued.*

DEVELOPMENT REGULATION. *A unified development ordinance, zoning regulation, subdivision regulation, erosion and sedimentation control regulation, floodplain or flood damage prevention*

regulation, mountain ridge protection regulation, stormwater control regulation, wireless telecommunication facility regulation, historic preservation or landmark regulation, housing code, State Building Code enforcement, or any other regulation adopted pursuant to Chapter 160D of general statute, or a local act or charter that regulates land use or development.

DIRECTOR OF PLANNING. The Director of the City-County Planning Board of Forsyth County Planning of the Town of Lewisville or said Director's designee.

DWELLING. Any building, structure, manufactured home or mobile home, or part thereof, used and occupied for human habitation or intended to be so used, an includes any outhouses an appurtenances belonging thereto or usually enjoyed therewith, except that it does not include any manufactured home, mobile home, or recreational vehicle if used solely for a seasonal vacation purpose.

DWELLING UNIT. One Or more rooms used as a place of residence for one family, in which there is no areas completely closed off for separate living quarters, and there is common access, kitchen and bathroom facilities, an a single electric meter. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EVIDENTIARY HEARING. A hearing to gather competent, material, and substantial evidence in order to make findings for a quasi-judicial decision required by a development regulation adopted under Chapter 160D and the Unified Development Ordinance.

FAMILY CARE HOME. As defined by G.S. 160D-907, a family care home is a home with support and supervisory personnel that provides room and board, personal care, and habilitation services in a family environment for not more than six (6) resident persons with disabilities. This use shall not serve primarily as an alternative to incarceration, shall not include individuals who are dangerous to others, as defined in G.S. 122C3-(11)b, and shall not include persons living together as a fraternal, sororal, social, honorary, or professional organization.

FAMILY GROUP HOME A. A transitional housing facility with support and supervisory personnel licensed by the State of North Carolina or operated by a nonprofit corporation chartered pursuant to G.S. Ch. 55A, which provides room and board, personal care and rehabilitation services in a supportive family environment for not more than six (6) residents, exclusive of supervisory personnel, including but not limited to, handicapped persons, older adults, foster children, abused individuals, homeless persons, and those recovering from drug or alcohol abuse. This use shall include Family Care Homes, as defined in G.S. 168-21. This use shall not serve primarily as an alternative to incarceration, shall not include individuals who are dangerous to others, as defined in G.S. 122C3-(11)b, and shall not include persons living together as a fraternal, sororal, social, honorary, or professional organization.

GOVERNING BOARD. The Town Council. This term is interchangeable with terms "elected body" and "elected officials."

LANDOWNER OR OWNER. The holder of the title in fee simple. Absent evidence to the contrary, a local government may rely on the county tax records to determine who is a landowner. The landowner may authorize a person holding a valid option, lease, or contract to purchase to act as his or her agent or representative for the purpose of making applications for development approvals.

LEGISLATIVE DECISION. The adoption, amendment, or repeal of a regulation under G.S. 160D or an applicable local act. It also includes the decision to approve, amend, or rescind a development agreement consistent with the Unified Development Ordinance.

LEGISLATIVE HEARING. *A hearing to solicit public comment on a proposed legislative decision.*

MANUFACTURED HOME, CLASS A. A manufactured home meeting or exceeding the United States Department of Housing and Urban Development standards (all manufactured homes built after June 14, 1976), which is of multi-sectional or *double-wide* design, and meets the following appearance criteria:

MANUFACTURED HOME, CLASS C. A manufactured home constructed to meet or exceed North Carolina Mobile Home Standard A119.1 or which has received a limited certificate of compliance from the North Carolina Department of Insurance. ~~These are normally manufactured homes constructed after August 31, 1971.~~

MANUFACTURED HOME, CLASS D. Any manufactured home which does not meet the definitional criteria of a Class A, B or C manufactured home. ~~These are normally manufactured homes constructed prior to September 1, 1971.~~

PROPERTY. *All real property subject to land-use regulation by a local government and includes any improvements or structures customarily regarded as a part of real property.*

~~**PROTEST PETITION.** A petition, authorized by State law, submitted to the Elected Body by property owners in opposition to a proposed zoning amendment. A protest petition meeting the requirements of the *Zoning Ordinance* requires a favorable vote of three-fourths (3/4) of all members of the Elected Body for approval of the zoning amendment.~~

QUASI-JUDICIAL DECISION. *A decision involving the finding of facts regarding a specific application of development regulation that requires the exercise of discretion when applying the standards of the regulation. Quasi-judicial decisions include but are not limited to decisions involving variances, special use permits, certificates of appropriateness, and appeals of administrative determinations. Decisions on the approval of subdivision plats and site plans are quasi-judicial in nature if the regulation authorizes a decision-making board to approve or deny the application based not only upon whether the application complies with the specific requirements set forth in the regulation, but also on whether the application complies with one or more generally stated standards requiring a discretionary decision on the findings to be made by the decision-making board.*

SITE PLAN. *A scaled drawing and supporting text showing the relationship between lot lines and the existing or proposed uses, buildings, or structures on the lot. The site plan may include, but is not limited to, site-specific details such as building areas, building height and floor area, setbacks from lot lines and street rights-of-way, intensities, densities, utility lines and locations, parking, access points, roads and stormwater control facilities, that are depicted to show compliance with all legally required development regulations that are applicable to the project and the site plan review.*

SUBDIVISION. All divisions of a tract or parcel of land into two (2) or more lots, building sites, or other divisions for the purpose of a gift, sale, or building development (whether immediate or future), including all divisions of land involving the dedication of a new street or a change in existing streets. Included in this general definition are subdivisions exempt by State law or court judgments, industrial or commercial subdivisions, minor subdivisions, and major subdivisions, as defined below:

- (1) Subdivision Exempted by State Law or Court Judgment. A subdivision in which all lots must comply with the dimensional requirements or the Zoning Ordinance or any other applicable local or State land regulatory ordinances and meet any one of the following criteria:

- (A) The combination or recombination of portions of previously subdivided and recorded lots does not increase the total number of lots and the resultant lots are equal to or exceed the standards of the local government subdivision regulations;
 - (B) Land is divided into parcels greater than ten (10) acres and no street right-of-way dedication is involved;
 - (C) The public acquires by purchase strips of land for the widening or opening of streets or public transportation system corridors (these subdivisions are not required to comply with the dimensional requirements of the Zoning Ordinance);
 - (D) A tract in single ownership whose entire area is no greater than two (2) acres is divided into not more than three (3) lots, where no public or private street right-of-way dedication is involved and the resultant lots are equal to or exceed the standards of the local government subdivision regulations; or,
 - (E) Lots are created by or pursuant to an order or judgment of a court of competent jurisdiction The division of a tract into parcels in accordance with the terms of a probated will or in accordance with interstate succession under Chapter 29 of the General Statutes.
- (2) Subdivision, Industrial or Commercial. A subdivision primarily for the purpose of industrial or commercial building development.
 - (3) Subdivision, Major. A subdivision out of a tract in single or multiple ownership for the purpose of gift, sale, or building development where new public streets will be constructed.
 - (4) Subdivision, Minor. A subdivision out of a tract in single ownership in which the lots comply with the lot size and area requirements of the Zoning Ordinance, and which:
 - (A) Is a division, the entire area of which is greater than two (2) acres, into not more than three (3) lots, where no street right-of-way dedication is involved;
 - (B) Is created by a private access easement in compliance with the Zoning Ordinance and consists of no more than three (3) lots per tract; or,
 - (C) Creates lots all of which front on an existing public street, provided that the subdivision would not impair ingress and egress to or from the rear or side of the subject tract or any adjacent property.

SUBDIVISION, LARGE LOT. A major subdivision that has an overall residential density that does not exceed one unit/~~one hundred twenty~~ **eighty** thousand (~~120,000~~ **80,000**) square feet with a minimum lot size of forty thousand (40,000) square feet.

VESTED RIGHT. A right pursuant to G.S. ~~160A-3851~~ **160D-102; -100(d)** to undertake and complete the development and use of property under the terms and conditions of an ~~approved site specific development plan~~ **approval secured as specified in G.S. 160D-108 or under common law**. See Section B.1-5.2 of the *Zoning Ordinance*.

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

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:

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

<u>Section 2.</u>	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**

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

Adopted this the ~~10th~~ day of June, 2021 by the Lewisville Town Council.

14

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**

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 10th day of June, 2021 by the Lewisville Town Council.

14

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**

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 \$150,000.⁰⁰ 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 \$130,000.⁰⁰ 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 \$150,000.⁰⁰ 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 \$55,000.⁰⁰ 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**

\$100,000.⁰⁰ 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 \$100,000.⁰⁰ 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 \$100,000.⁰⁰ 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 \$100,000.⁰⁰ 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 (\$1,500,000.⁰⁰).

Section 3. The Lewisville Town Council will appropriate or transfer an amount of no less than \$100,000.⁰⁰ 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 \$170,000.⁰⁰ each fiscal year from the General Fund to the Capital Reserve Fund to June 30, 2026 or until the fund reaches a balance of \$1,500,000.⁰⁰.

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 \$16,000.⁰⁰ to the Community Center Capital Project Fund.

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

Amendment 2. The Town Council, at its meeting on October 10, 2019, transferred funds in the amount of \$379,000.⁰⁰ 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 \$28,200.⁰⁰ 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 14th 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**

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 \$8,150.⁰⁰. 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 \$8,150.⁰⁰ (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 14th 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

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

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

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
-------------------	----------

BLINDS

Clean all blinds	4 x year
------------------	----------

MISCELLANEOUS

Shampoo office carpet (quote separate)	<u>FREQUENCY</u> 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

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 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

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

- 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.
-

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

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.
-



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

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**

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 \$14,544.⁰⁰. The cost for fiscal years 2022-2023 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 \$14,544.⁰⁰ (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 14th 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

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

TOWN OF LEWISVILLE CONTRACT

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

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.

TOWN OF LEWISVILLE CONTRACT

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

- 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

- 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

- 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



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:

Town of Lewisville

Date: _____

Phone: 336.998.9340 Fax: 336.998.1759

920 Highway 801 North
Advance, North Carolina 27006

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

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 \$13,377.⁰⁰ (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 \$13,377.⁰⁰ (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 14th 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

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

- 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

- 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.
-

TOWN OF LEWISVILLE CONTRACT

2021-2022 NEWSLETTER – SIR SPEEDY

- 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
2021-2022 NEWSLETTER – SIR SPEEDY**

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
					Subtotal	2,719.50
					Shipping	0.00
					Postage	0.00
					Tax	183.57
					TOTAL	2,903.07
					Terms	Net 30 Days
<i>Prices are subject to file and/or hard copy review. Additional charges may apply. This price good for 30 days.</i>						

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**

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 \$12,100.⁰⁰ (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 14th day of June, 2021 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

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

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

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

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**

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 Contact with ten (10) days

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

- 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
-

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

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
-

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

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:

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

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**

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 \$56,900.⁰⁰ 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 \$56,900.⁰⁰ (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 14th 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

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

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 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
2021-2024 Town of Lewisville Beautification Contract– EcoLogic

- 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.
-

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

- 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

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

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)

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**

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 \$225.⁰⁰ (Two hundred twenty-five dollars and ⁰⁰/₁₀₀ cents) per plow truck and \$75.⁰⁰ (Seventy-five dollars and ⁰⁰/₁₀₀ cents) per hour for supervisor vehicle for the work described in the contract herein attached.

Adopted this 14th Day of June, 2021 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

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

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
-

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

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

- 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
-

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

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

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 particuilar 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**

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 in 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

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

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

**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**

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 - \$ 3,600.⁰⁰
- Area 3 - \$ 440.⁰⁰
- Area 4 - \$ 75.⁰⁰ an hour for flailing as service required
- Area 4 - \$ 55.⁰⁰ an hour for bush hogging as service required
- Area 5 - \$ 50.⁰⁰ an hour for unkempt lots as service required
- Extra Services - \$ 45.⁰⁰ 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 \$3,600.⁰⁰, for Area 3 as \$440.⁰⁰, for Area 4 hourly rate of \$75.⁰⁰ for flailing as service required, for Area 4 hourly rate of \$55.⁰⁰ for bush hogging as service required, for Area 5 hourly rate of \$50.⁰⁰ for unkempt lots as service required, and an Extra Services hourly rate of \$45.⁰⁰ as service requested.

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

Adopted this 14th 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

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

- 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
-

TOWN OF LEWISVILLE CONTRACT

2021-2024 GROUNDS MAINTENANCE

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
-

TOWN OF LEWISVILLE CONTRACT

2021-2024 GROUNDS MAINTENANCE

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

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

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

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

TOWN OF LEWISVILLE CONTRACT

2021-2024 GROUNDS MAINTENANCE

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.

TOWN OF LEWISVILLE CONTRACT

2021-2024 GROUNDS MAINTENANCE

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.

TOWN OF LEWISVILLE CONTRACT
2021-2024 GROUNDS MAINTENANCE

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

TOWN OF LEWISVILLE CONTRACT
2021-2024 GROUNDS MAINTENANCE

**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.

TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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

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

TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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.

TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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

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)

TOWN OF LEWISVILLE CONTRACT 2021-2024 GROUNDS MAINTENANCE

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

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

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

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

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 2021-2024 GROUNDS MAINTENANCE

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

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

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

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

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

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
2021-2024 GROUNDS MAINTENANCE**

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
2021-2024 GROUNDS MAINTENANCE**

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

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

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**

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. 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:**

\$ 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

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

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

** 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



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