

Lewisville Town Council
Briefing and Action Meeting Agenda
May 7, 2020 - 6:00 p.m.

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

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

2. **Guests, Introductions, Recognitions and Presentations for May 7, 2020**
 - a. Presentation
 - i. UDO Assessment - Chad Sary, Stewart
 - b. Recognitions
 - i. Aden and Desiree Moraes, members of the Town's Student Leadership Committee for their efforts in making face masks for health care workers.

3. **Items That Require Council Direction**
 - a. [Draft](#) amendment to resolution on Remote Meetings
 - b. Purchase of PPE masks

4. **Items Requiring Action at Briefing**
 - a. [Ordinance 2020021](#) - amending Budget Ordinance 2019001 in the amount of \$2,950.00 for tree removal and cleanup at Moser property on Lewisville-Vienna road to include cut and take down of storm damaged trees at drive entrance
 - b. [Resolution 2020030](#) - authorizing the Town Manager to award the spring paving contract to Yadkin Vallen Paving, Inc. of Winston-Salem in an amount not to exceed \$263,309.07 for specific treatments for each road as described in the attached contract for Sequoia Drive, Yakima Court, Conrad Circle and Jennings Road

5. **Unfinished Business:**
 - a. None.

6. **Administrative Reports:**
 - a. Manager's Report
 - i. Vienna Village sign request (forwarded from meeting on April 9th.)
 - ii. The Memorial Day Service provided by American Legion 522 has been cancelled.
 - iii. The Memorial Day concert has been cancelled.
 - iv. Play - Suessical the Musical
 - b. Staff Reports
 - i. Attorney
 - ii. Public Works
 - (1) Sidewalk repairs
 - iii. Planning
 - (1) Review RFP for Comprehensive and Parks, Recreation and Cultural Development Plans

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- (2) L-095 Longwood Village Subdivision - Rezoning from HB-S and RS-20 to RS-9-S for a single family residential development
- iv. Finance
- v. Clerk
- (1) Update on the Town's participation with the [Historic Resources Commission](#) and the status of the County's historic book.

7. Agenda Items for Regular Meeting on [May 14, 2020](#)

- a. Tentative Agenda
 - i. Consent Agenda
 - (1) [Resolution 2020026](#) - Acceptance and Approval of Monthly [Financials for the eight months ending March 31, 2020](#)
 - (2) Approval of Council Special Budget Meeting [Minutes - April 20, 2020](#)
 - ii. **Introductions, Recognitions, Presentations and/or Proclamations**
 - iii. Public Hearings
 - (1) None.
 - iv. [Resolution 2020027](#) - setting a public hearing for Thursday, June 11, 2020 to receive comments on the 2020-2021 budget
- b. Approval of Tentative Agenda for regular meeting on [May 14, 2020](#)

8. For the Good of the Order:

- a. Council Discussion

9. Adjournment

**RESOLUTION 2020028 OF THE LEWISVILLE TOWN COUNCIL
AMENDING THE REMOTE MEETING PARTICIPATION POLICY
OF THE LEWISVILLE TOWN COUNCIL**

WHEREAS, the Lewisville Town Council acknowledges that there are circumstances that may prevent **members of Town Council and Town Boards and Committees** attendance at **a meeting meetings**; and

WHEREAS, the North Carolina State Legislature has acknowledged strides in video and audio attendance to meetings as **described acknowledged** in §143-318.10(d) and **§143-318.13**; and

WHEREAS, the Lewisville Town Council has determined that remote participation in meetings **of Town Council, Boards and Committees** should only occur **when a State of Emergency is declared by the Governor or General Assembly**, in Town emergencies, and under certain circumstances **determined by Council**.

NOW THEREFORE BE IT RESOLVED that the Lewisville Town Council **amends and** adopts the remote participation policy attached hereto.

RESOLVED, APPROVED AND EFFECTIVE UPON ADOPTION, THIS THE 14th DAY OF MAY, 2020 BY THE LEWISVILLE TOWN COUNCIL.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

**RESOLUTION 2020028 OF THE LEWISVILLE TOWN COUNCIL
AMENDING THE REMOTE MEETING PARTICIPATION POLICY
OF THE LEWISVILLE TOWN COUNCIL**

REMOTE PARTICIPATION POLICY

When a *State of Emergency* is declared by the Governor or General Assembly, remote participation in meetings shall be under the direction of declaration approved by the Governor and/or General Assembly and any applicable legislation.

Members of the *Other than States of Emergency* declared by the Governor or General Assembly, the Lewisville Town Council authorizes remote participation in briefings and official meetings of the Lewisville Town Council, **Boards and Committees only in Town emergencies, as declared by the Manager and/or Mayor, subject to the following rules and procedures:**

1. Remote participation may be used only in limited circumstances. A Council, **Board or Committee** Member desiring to participate in a meeting remotely must assert one or more of the following four reasons for being physically unable to attend the meeting:
 - a. Personal illness or disability ;
 - b. Employment purposes;
 - c. Family or other emergency; or
 - d. To participate in other scheduled Town related meetings which make it logistically impossible to attend the ~~Council~~ **scheduled** meeting.

Provided, however, that Town Boards and Committees may use remote participation only when a *State of Emergency* has been declared by the Mayor and/or Town Manager.

2. Remote participation may be allowed only during open sessions.
3. Remote participation shall not be allowed during the following:
 - a. Quasi-judicial hearings; and
 - b. Closed sessions.
4. In emergency situations, remote participation will be allowed to establish quorum pursuant to General Statute 143-318.10(d).
5. A Council, **Board or Committee** Member desiring to participate in a meeting remotely must notify the Town Clerk, Town Manager, **Board or Committee Chair** and/or Mayor of the need for remote participation at least 24 hours prior to the start of the meeting, unless advance notice is impractical **or a *State of Emergency* has been declared and remote meetings have been authorized by the Mayor and/or Manager.**
6. At the start of the official meeting and prior to participating in deliberations, the Mayor, **Board or Committee Chair** shall announce that a ~~Council~~ Member is participating remotely.
 - a. A ~~Council~~ Member participating remotely shall participate via video conference or

**RESOLUTION 2020028 OF THE LEWISVILLE TOWN COUNCIL
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OF THE LEWISVILLE TOWN COUNCIL**

- teleconference communication and must be fully heard and, if possible, seen by other members of the Council, **Board or Committee** and any other individuals in attendance at the meeting.
- i. Use of telephone, internet or satellite enabled audio or video conferencing, or any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another is necessary. If clear audio is not available, the Council, **Board or Committee** may elect to disallow or discontinue the remote participation.
 - b. Such Council, **Board or Committee** Member shall identify himself or herself and state the reason that he/she is participating remotely, **except for the reason set forth in Section 2 above**.
 - c. A quorum may be established by the remote participation of one or more Council, **Board or Committee** Members.
7. A Council, **Board or Committee** Member participating remotely shall be allowed to participate in all open session ~~Council briefing discussions and open session~~ official Council, **Board or Committee** meeting discussions.
8. A Council, **Board or Committee** Member participating remotely shall be able to vote on matters allowed under the policy. One or more Council, **Board or Committee** Members may cast the deciding vote(s) on a matter. In this event, the vote(s) shall be ratified by the remotely attending Council, **Board or Committee** Member(s) at the next ~~Town Council~~ meeting at which the member(s) are physically present.
- a. A Council, **Board or Committee** Member participating remotely shall provide a voice vote which can be heard and recorded if participating by telephone and shall provide a voice and hand vote if participating by video.
9. ~~Where practical, a~~ **A** Council Member participating remotely shall be provided with all documents to be considered during the meeting.

Town of Lewisville

**Budget Amendment Ordinance 2020021
Amending Budget Ordinance 2019001**

Finance Department Use Only
<i>Budget Amendment Number: # 31</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>
	General Fund			General Fund	
10-00-5500-6000	Public Works - Contracted Services	\$2,950.00	10-00-3990-9000	Fund Balance Appropriated	\$2,950.00

For tree removal and cleanup at Moser property on Lewisville-Vienna Road to include cut and take down of storm damaged trees at drive entrance

RECOMMENDED By: Pam Orrell
Town Finance Officer

Approved and effective upon adoption, this the 7th day of May, 2020 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

**RESOLUTION 2020030 OF THE LEWISVILLE TOWN COUNCIL
AWARDING PAVING CONTRACT ON VARIOUS ROAD PAVINGS**

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

WHEREAS, US Infrastructure has provided an update to the 2003 report; and

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

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

WHEREAS, Using the information from quote sheets, it has been determined that paving/repairing for Sequoia Drive, Yakima Court, Conrad Circle and Jennings Road are in need of attention; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Town Manager is authorized to award a contract for surface treatments as specified for each road noted in the attached contract to Yadkin Valley Paving of Winston-Salem for an amount not to exceed \$263,309.07 (Two hundred sixty-three thousand three hundred nine dollars and seven cents) for the above named roads.

Resolved, approved and effective upon adoption, this the 7th day of May, 2020 by the Lewisville Town Council.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

TOWN OF LEWISVILLE CONTRACT

SPRING PAVING CONTRACT – MAY 2020

1 Contractor Billing Name and Address:

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

2 Scope of Work:

- 2.1 Asphalt Roadway Repairs for the following streets: Sequoia Drive, Yakima Court, Conrad Circle and Jennings Road.
- 2.2 Contractor shall mill entire roadway of Sequoia. 2.0 inches from both shoulders and fade to a milling of 1.0 inch in the center from Lewisville-Clemmons Road to Lewisville-Clemmons Road. The contractor shall install 2.0 inches of 9.5B hot asphalt mix overlay per bid specs and specifications below.
- 2.3 On Yakima Court the contractor shall do full depth patches where marked. And crack fill all cracks marked with “CF”.
- 2.4 On Conrad Circle the contractor shall do full depth patches, where marked. Crack fill all cracks marked with “CF” prior to overlaying the entire segment of Conrad Circle from Shallowford Road to Shallowford Road with 1.5 inches of 9.5B hot asphalt mix.
- 2.5 On Jennings Road the contractor shall mill 2.0 inches of the entire roadway from Lewisville- Vienna Road to the “Town Maintenance Ends” sign on Jennings Road. Contractor shall install 2.0 inches of 9.5b hot asphalt mix overlay per bid specs and specifications below.

- 2.6 Inform residents of major repair work to be done at least two days prior to start of work.
- 2.7 Traffic to be maintained at all times and is not to be interfered with during peak hour traffic flow, generally considered to be between 7:00 a.m. to 9:00 a.m. & 4:00 p.m. to 6:00 p.m. All traffic control devices are to be in accordance with the latest edition of The Manual on Uniform Traffic Control Devices.
- 2.8 Location of underground utilities is the responsibility of the contractor
- 2.8.1 All asphalt placement shall be done to NCDOT standards.
- 2.8.2 Backfill shoulders with topsoil as necessary, dress, seed and mulch.
- 2.8.3 Dispose of all excess materials and debris off site

3 Specifications:

- 3.1 The Contractor will submit an approved mix design for 9.5B hot asphalt.
- 3.2 The depth of the asphalt on roll gutter will be the same depth of asphalt required on the street.
- 3.3 Square valve boxes will be placed parallel to the street being paved.
- 3.4 Bricks placed below manhole rings will not be staggered. A complete circle of brick will be placed with mortar joints 3/8-inch in width. All debris from structure adjustment will be cleaned up the same day.
- 3.5 All structures will be set to a grade of 1/8-inch/10-feet.
- 3.6 All concrete used to secure structures will be 3,000 psi.
- 3.7 A minimum of a 12-inch vertical cut will be made around all structures that are to be adjusted.
- 3.8 Prior to paving, the Contractor will be responsible for cleaning all excess stone, dirt, leaves, and grass from the street.
- 3.9 All existing asphalt on structures to be adjusted will be removed by the Contractor before the structure is set to grade.
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TOWN OF LEWISVILLE CONTRACT

SPRING PAVING CONTRACT – MAY 2020

- 3.10 After the street is paved the Contractor will clean excess asphalt and stone from the street and sidewalk area or shoulder area and backfill shoulders with topsoil. Grade and seed shoulders as necessary. Clean up will be completed no later than one week after the street is resurfaced.
- 3.11 Use a rubber tire roller when applying seal and on resurfacing between lead roller and finish roller.
- 3.12 Begin resurfacing a street within one week of cold milling it.
- 3.13 The Contractor will be responsible for all private company structures such as gas, telephone and power.
- 3.14 Contractor is to include pricing for adjusting water valve boxes and other structures as needed.
- 3.15 The riser provider will measure each structure to ensure that all risers will be the correct height, If Contractor does not match the riser when the street is resurfaced, the Contractor will be responsible for adjusting the structure to match the new road surface.
- 3.16 No work will be allowed on holidays observed by the Town unless authorized by the Town Manager. The City observes the following holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day and Christmas Day.

4 Specifications for Surface Treatments

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

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

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

SINGLE SURFACE TREATMENT

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

DOUBLE SURFACE TREATMENT

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

5 Independent Contractor:

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

6 Insurance:

6.1 The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

6.1.1 Workman's Compensation at or above the Statutory Minimum.

6.1.2 Employer's Liability at or above \$500,000 (Five hundred thousand dollars).

TOWN OF LEWISVILLE CONTRACT

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

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

- 8 Scope of Contract:
- 8.1 Effective Date - This Contract shall become effective on the day of execution. Contractor shall begin the specified work as set out by this agreement as indicated in the term, and continue without interruption until work is complete. . .
- 8.2 Term - The term of this contract shall begin upon execution and end on June 15, 2020.
- 8.3 Contract Extension - The parties agree that by mutual consent, each expressed in writing and received at least ten (10) days before the termination contract period, that this Contract may be extended for an additional ten (10) days upon the same terms and conditions as set forth in this Contract.
- 8.4 Exclusive Right - The Town, as grantor, does not grant the Contractor, as grantee, the exclusive right during the term of this Contract to be the Town's Contractor to perform street and roadway repairs and renovations.
- 8.5 Compliance with Applicable Laws - The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall conduct the specified renovation as provided for by this Contract in compliance with all applicable federal, state and local regulations and laws including the OSHA standards set and enforced by the Department of Labor. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.
- 8.6 Bankruptcy - "Insolvent" for the purposes of this clause shall mean the party's inability to pay its debts as they mature.
- 8.6.1 The party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the Contact with ten (10) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy.
- 8.6.2 The Town shall not be bound to the contract by an insolvent Contractor's trustee or receiver.

TOWN OF LEWISVILLE CONTRACT

SPRING PAVING CONTRACT – MAY 2020

- 8.6.3 In the event of the Contractor's bankruptcy, the Town will have the same remedies as provided for Breach of Contract.
- 8.7 Breach of Contract - If the Contractor fails to comply with applicable Federal, State, or Local Laws or regulations the Contractor will be in default and the Town may immediately terminate the Contract without notice. The Town may seek any or all remedies available at law or in equity. If the Contractor fails to perform, or fails to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, its obligations hereunder, the Town shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such demand, the Contractor must return to the Town a written statement that explains reasons for non-performance, or delayed, partial or substandard performance during that period and any continuation thereof. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Town may, except under conditions of Force Majeure, terminate this Contract and, shall have any and all remedies available at law or in equity.
- 8.8 Force Majeure -
- 8.8.1 Neither the Contractor nor the Town shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fine, accident, act of God or other similar contingency beyond the reasonable control of the Contractor or Town.
- 8.8.2 If such circumstances persist for more than ten (10) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of ten (10) days, he or the Town may terminate this Contract upon giving not less than twenty (20) days written notice to the Town.
- 8.9 Arbitration and Award - Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association by arbitration in Forsyth County, North Carolina. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 8.10 Assignment of Contract - No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor, directly or indirectly by sale of stock of the Contractor to an entity unrelated to the Contractor, or other device, without the express written consent of the Town, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety as such a delegation will not relieve the Contractor or his Surety of any liability and/or obligation to perform. In the event of any delegation of duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.
- 8.11 Change of Ownership - In the event that the Contractor's business assets are sold, without the written consent of the Town, the Town maintains the right, to terminate this agreement and, to hold the original owner solely liable. If, however, the Town determines, in its sole discretion, that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then the Town may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this agreement.
- 8.12 Waivers:
- 8.12.1 A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- 8.12.2 Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.
- 8.13 Illegal and Invalid Provisions - Should any term, provision or other part of this Contract be declared illegal it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.
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- 8.14 Joint and Several Liability - If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.
- 8.15 Binding Effect - The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representative, successors, and assigns.
- 8.16 Amendment of the Contract - No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties.
- 8.17 Merger Clause: Previous Agreements Suspended - This agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Contract if they alter, vary or contradict this agreement.
- 9 Safety of Workers and Accident Exposure:
- 9.1 The Contractor is expected to comply with OSHA standards as they may apply to the Contractor's execution of the requirements of this Contract.
- 9.2 The Contractor shall provide to the town a copy of employee safety policies and procedures.
- 9.3 The Contractor's employee safety policies and procedures must provide for adequate protection of all employees performing duties as a part of this Contract and adequate safety of other individuals at or near the work area.
- 9.4 The Contractor shall conduct its own "frequent" and "regular" inspections at the job site for compliance with its safety program and pertinent OSHA regulations.
- 9.5 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors strictly adhere to all safety standards, rules, and OSHA regulations pertinent to the type of work being performed.
- 9.6 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors develop a safety program for work covered by the subcontract.
- 9.7 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors conduct their own "frequent" and "regular" inspections at the job site for compliance with its safety program and all pertinent OSHA regulations.
- 9.8 The Contractor shall include the following statement in subcontracts: "Subcontractor shall, at its own expense, strictly adhere to all pertinent safety standards, rules and OSHA regulations required or recommended by governmental or quasi-governmental authorities having jurisdiction. The Subcontractor hereby acknowledges that it has its own safety program for all work covered by or performed under this Subcontract. The Subcontractor agrees to conduct its own frequent and regular inspections of all work covered by or performed under this Subcontract at the project site to verify compliance with the Subcontractor's safety program and all applicable safety standards, rules and OSHA regulations. The Subcontractor and Contractor acknowledge and agree that the Contractor has no control, responsibility or authority over the Subcontractor or the Subcontractor's employees or subcontractors with regard to the safety and health conditions relating to or arising out of the Subcontractor's work or the performance of any work covered by this Subcontract. The Subcontractor has the sole responsibility and authority for ensuring that any and all hazardous conditions relating to or arising out of the Subcontractor's work are corrected. With regard to the Subcontractor's work or any work covered by or performed under this Subcontract, the Contractor is not the controlling employer or controlling entity for the purpose of detecting hazardous conditions or ensuring that hazardous conditions are corrected."
- 10 Nondiscrimination:
- 10.1 Neither the Contractor nor any sub-Contractor nor any Person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, or disability.
- 11 Warranty:
- 11.1 The Contractor shall warranty all workmanship and materials for up to one year after completion of the project.
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TOWN OF LEWISVILLE CONTRACT
SPRING PAVING CONTRACT – MAY 2020

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

12 E-Verify

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

**TOWN OF LEWISVILLE CONTRACT
SPRING PAVING CONTRACT – MAY 2020**

13 Contractor's Performance and Payment:

13.1 Contractor shall perform all work described in the Scope of Work for a fixed fee of \$263,309.07 (Two hundred sixty-three thousand three hundred nine and 07/100 dollars).

13.2 After an inspection and a determination of satisfactory completion of all work as described in the Scope of Work within in the term as described in the Scope of the Contract, the Town will pay the contractor the sum of \$263,309.07 (Two hundred sixty-three thousand three hundred nine and 07/100 dollars).

14 Notice:

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

14.1.1 Address for notices to the Town:

Town of Lewisville
Attention: Town Manager

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

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

14.1.2 Address for notices to Contractor:

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

Signature Date

Federal Tax Identification Number

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

Pam Orrell, Finance Officer



**Historic Resources
Commission**

Bryce A. Stuart Municipal Building
100 E. First Street
P.O. Box 2511
Winston-Salem, NC 27102
CityLink 311 (336.727.8000)
Fax 336.748.3163
www.forsythcountyhrc.org

MEMO

To: Lewisville Town Council
From: Michelle McCullough, Historic Resources Officer
Date: May 1, 2020
RE: Update on the Forsyth County Architectural Survey Update Project, not including the City of Winston-Salem

The original Forsyth County survey, *Frontier to Factory* by Gwynne Stephens Taylor, was published in 1981. *Frontier to Factory* documented the 1978-1980 comprehensive survey of Forsyth County's architectural resources. The survey included documentation of approximately 1,500 resources built before 1930 located throughout Forsyth County.

In 2006, the Forsyth County Historic Resources Commission (HRC) began a multi-phased architectural survey update. Due to the large number of historic resources in the City of Winston-Salem constructed from 1930-1965, it was decided to focus on resources within the 2009 city limits. That project resulted in the 2015 publication of *Winston-Salem's Architectural Heritage* by Heather Fearnbach.

In 2016, the HRC began planning to continue the survey update work in the county and within all the municipalities outside of the City of Winston-Salem. The goal is to update the current survey and to publish a companion book that gives a historical overview of the county with a chapter for each municipality exploring the history, architectural heritage, and development story of each town or village from 1930-1969.

During the continued planning process in 2017, the municipalities of Bethania, Lewisville, Rural Hall, and Walkertown, signed an inter-local agreement to officially become part of the Forsyth County Certified Local Government (CLG). The CLG program was created to foster partnerships between local, state, and federal governments and allows for representation from each community on a joint HRC with professional staff provided by the City-County Planning Board. The goal is to work together in the Federal Preservation Program to help communities save the irreplaceable historic character of places. The program is jointly administered by the National Park Service and the State Historic Preservation Offices. One of the minimum goals of a CLG is that it must maintain a system for the survey and inventory of historic properties compatible with the statewide survey.

The HRC received a Historic Preservation Fund Grant in 2018 and 2019, to begin a six-phase architectural survey update of Forsyth County, excluding the City of Winston-Salem. The grants are a 50/50 match type of grant. Phase 1 has been completed, Phase 2 is in process, and the grant application for Phase 3 has been submitted to the NC State Historic Preservation Office. In 2019, the county government and each municipality, agreed to participate in this update project. The total project costs were estimated at \$250,000, with the anticipation of getting \$75,000 in Historic Preservation Fund grants. The cost was broken down using the estimated number of properties to be inventoried within each area. The breakdown was as follows: County 50%, Clemmons 10%, Kernersville 15%, Bethania 6.25%, Rural Hall 6.25%, Walkertown 6.25%, and Lewisville 6.25%.

Winston-Salem City Council; Forsyth County Commission; Kernersville Board of Alderman; Village of Clemmons Council

Historic Resources Commission: Kevin Owen, Chair; Sunny Stewart, Vice-Chair; Donna J. Abernethy; Kaky Berry; Chad Gadberry; Ted Guenther; Emma K. Haney; C.J. Idol; Alanna Meltzer-Holderfield; C. LeAnn Pegrum; Janet Shill; Tina M. Thacker; Michelle M. McCullough (staff); Heather Bratland (staff)

The first three phases of the project include the fieldwork, collecting current conditions, and adding new properties to the survey. The third and fourth phases will include historical research on the inventoried properties and municipalities. Once that is completed work will begin with a publisher to create the final book. The last or publication phase will cost the most, however, this money will be offset with the sale of the book. The City of Winston-Salem book was able to break even on the publication costs.

The HRC did not receive the total amount requested for Phase 1 and 2 grants, therefore the towns were only asked to match 50% of what was received. Due to the lack of funding, much of the required research on the history of the properties surveyed was postponed until a later phase.

Lewisville has contributed \$1,094 towards Phases 1 and 2 and, depending on grant funding, will be asked to contribute up to \$938 for Phase 3. The SHPO has commented that this project may not be funded after Phase 3 due to the large number of applicants. The estimate for Lewisville's portion of the remaining three phases including the publication phase is \$11,562.50. This includes the publication cost that will be recouped once the book is sold.

If you have any questions about the project or any of the information presentation, I can be reached at 336-701-9452.

**RESOLUTION 2020026 OF THE LEWISVILLE TOWN COUNCIL
PERTAINING TO
ACCEPTANCE AND APPROVAL OF MONTHLY DISBURSEMENTS**

WHEREAS, the Finance Officer has presented the Town Council with the preliminary Revenue Statement Summary and the Encumbrances and Expenditure Statement Summary of figures for the nine months ending March 31, 2020; and

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

NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL accepts the preliminary monthly Revenue Statement Summary and the Encumbrances and Expenditure Statement Summary for the nine months ending March 31, 2020 and incorporated herein.

Resolved and effective upon adoption, this the 7th Day of May, 2020 by the Lewisville Town Council.

Mike Horn,
Mayor

ATTEST:

Joyce C. McWilliams Walker
Town Clerk

**Town of Lewisville
Financial Budget to Actual Report - General Fund
Nine Months Ended March 31, 2020**

General Fund

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Property Tax Collections	\$ 2,413,350.00	\$ 2,369,877.47	\$ 43,472.53	98.20%
Sales Tax Revenue	840,890.00	521,982.83	318,907.17	62.08%
Other Revenues	1,326,580.00	871,602.49	454,977.51	65.70%
Total	4,580,820.00	\$ 3,763,462.79	\$ 817,357.21	82.16%
Appropriation from Fund Balance	276,786.43			
	<u>\$ 4,857,606.43</u>			

Departments	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Governing Body	\$ 272,572.00	\$ 130,378.50	\$ 24,942.45	\$ 117,251.05	56.98%
Administration	621,358.43	405,897.34	9,110.25	206,350.84	66.79%
Student Leadership	1,675.00	975.00	-	700.00	58.21%
Finance	225,508.00	161,573.98	-	63,934.02	71.65%
Debt Service	202,400.00	101,793.72	-	100,606.28	50.29%
Planning & Zoning	230,528.00	109,965.03	13,708.75	106,854.22	53.65%
Beautification	57,245.00	41,599.04	9,606.00	6,039.96	89.45%
Community Policing	652,045.00	321,306.77	-	330,738.23	49.28%
Public Safety	9,450.00	5,407.50	-	4,042.50	57.22%
Public Works	369,944.00	235,000.83	9,654.99	125,288.18	66.13%
Streets	251,320.00	44,114.40	-	207,205.60	17.55%
Powell Bill	360,000.00	152,728.82	-	207,271.18	42.42%
Storm Water	173,907.00	94,920.82	45,718.25	33,267.93	80.87%
Solid Waste	811,941.00	510,078.34	-	301,862.66	62.82%
Recycling	2,255.00	1,587.34	-	667.66	70.39%
Parks and Recreation	210,458.00	87,573.69	25,321.20	97,563.11	53.64%
Transfers to Capital Reserves	405,000.00	405,000.00	-	-	100.00%
Total	<u>\$ 4,857,606.43</u>	<u>\$ 2,809,901.12</u>	<u>\$ 138,061.89</u>	<u>\$ 1,909,643.42</u>	60.69%

General Fund Balance 7/1/2019	\$ 6,681,115.98
Year-to-Date Increase (Decrease)	953,561.67
General Fund Balance 3/31/2020	<u>\$ 7,634,677.65</u>

**Town of Lewisville
Financial Budget to Actual Report - Willow Run Municipal Service District
Nine Months Ended March 31, 2020**

Willow Run Municipal Service District

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Revenues	\$ 31,760.00	\$ 33,536.68	\$ (1,776.68)	105.59%
Total	<u>\$ 31,760.00</u>	<u>\$ 33,536.68</u>	<u>\$ (1,776.68)</u>	105.59%

	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Expenditures	\$ 31,760.00	\$ 17,364.31	\$ -	\$ 14,395.69	54.67%
Total	<u>\$ 31,760.00</u>	<u>\$ 17,364.31</u>	<u>\$ -</u>	<u>\$ 14,395.69</u>	54.67%

MSD Fund Balance 7/1/2019	\$ 176,708.50
Year-to-Date Increase (Decrease)	16,172.37
MSD Fund Balance 3/31/2020	<u>\$ 192,880.87</u>

**Town of Lewisville
Other Funds
March 31, 2020**

Capital Reserves Funds

Storm Water Capital Reserve	\$ 534,174.50
GWR ROW/Construction Capital Reserve	933,686.46
Sidewalks, Bike Paths, and Greenways Capital Reserve	98,092.40
Municipal Buildings/Land Capital Reserve	827,414.03
Total Capital Reserve Fund Balances	<u>\$ 2,393,367.39</u>

Capital Projects Funds

GWR ROW/Construction Capital Project	\$ 734,227.33
JWP Maintenance Facility/Playground Expansion Capital Project	20,612.38
Gateway Project Capital Project	170,103.78
Heritage Drive Regional Storm Water Pond #1 Capital Project	17,162.56
Community Center Capital Project	285,212.79
Roundabout at Lewisville-Vienna Road and Robinhood Road Capital Project	257,402.57
Total Capital Projects Fund Balances	<u>\$ 1,484,721.41</u>

DRAFT (Amended 05-01-2020)
Lewisville Town Council
Budget and Action Meeting #2 (continued from 04-13-2020)
Agenda - Monday, April 20, 2020 - 6:00 p.m.
Originating via ZOOM Electronic Meeting from Lewisville Town Hall
6510 Shallowford Road

1. **Call to Order**

- a. Mayor Horn opened the meeting electronically at 6:00 p.m. Council members attending electronically were Jeanne Marie Foster, Fred Franklin, Melissa Hunt, Ken Sadler, David Smitherman, and Jane Welch. Also attending electronically were Town Manager Hank Perkins, Attorney Bo Houff, Town Planner Stacy Tolbert, Finance Director Pam Orrell, Acting Public Works Director Ryan Moser and Town Clerk Joyce Walker.
 - i. Jim Ford, McGill and Associates, was attending electronically to discuss the PARTF grant.
- b. Approval of Agenda
 - i. Council Member Foster moved to approve the agenda. The motion was seconded by Council Member Welch and approved unanimously.

2. **Approval of Minutes**

- a. April 9, 2020
 - i. Council Member Franklin moved to approve the April 9, 2020 minutes. The motion was seconded by Council Member Hunt and approved unanimously.
- b. April 13, 2020
 - i. Council Member Franklin moved to approve the April 13, 2020 minutes. The motion was seconded by Council Member Sadler and approved unanimously.
- c. April 16, 2020
 - i. Council Member Hunt moved to approve the April 16, 2020 minutes. The motion was seconded by Council Member Franklin and approved unanimously.

3. **PARTF Discussion** (from 04-13 and 04-16-2020 meetings)

- a. [Resolution 2020023](#) - approving the Jack Warren Park Site Master Plan Report
 - i. An acknowledgment of the land gift by Mrs. Warren has been added.
 - ii. Comments to amend the Acknowledgment section of the document:
 - (1) Following the Mayor and Mayor Pro Tem, list the Council Members in alphabetical order.
 - (2) Add the Community Center Advisory Group.
 - iii. With those changes, Council Member Hunt moved to approve Resolution 2020023. The motion was seconded by Council Member Welch and approved unanimously. Resolution 2020023 is herein incorporated by reference into the minutes.
- b. [Resolution 2020021](#) - approving the Parks, Recreation and Cultural Development Master Plan
 - i. Information regarding updates to the Plan:
 - (1) The CIP was corrected (typing error).
 - (2) The West Central Community Center (WCCC) and the Little League were added as recreational non-profits.
 - ii. Comments to add to the document:

DRAFT (Amended 05-01-2020)
Lewisville Town Council
Budget and Action Meeting #2 (continued from 04-13-2020)
Agenda - Monday, April 20, 2020 - 6:00 p.m.
Originating via ZOOM Electronic Meeting from Lewisville Town Hall
6510 Shallowford Road

- (1) In the Acknowledgments section, following the Mayor and Mayor Pro Tem, list the Council Members in alphabetical order.
 - (2) Refer to the Town’s Greenway Plan and Comprehensive Plan.
 - iii. With those changes, Council Member Foster moved to approve Resolution 2020021. The motion was seconded by Council Member Smitherman and approved unanimously. Resolution 2020021 is herein incorporated by reference into the minutes.
 - c. [Resolution 2020025](#) - approval to proceed with an application for consideration of a PARTF grant for improvements at Jack Warren Park
 - i. Council Member Smitherman moved to approve Resolution 2020025. The motion was seconded by Council Member Franklin and approved unanimously. Resolution 2020025 is herein incorporated by reference into the minutes.
4. **Board and Committee Restart**
 - a. Council Member Foster reminded everyone that she, Mr. Perkins, and Mrs. Walker were working on a holistic plan for boards and committees, along with their charters, prior to the COVID-19 pandemic. She asked that meetings for these groups continue to be on hold, at least through May, and that boards and committees not meet until June. That will provide time to assess and plan a process to start meeting again.
 - i. Council Member Hunt asked to have the members familiar with the technology and to provide orientation to new members.
 - b. Mr. Perkins suggested that a “rolling” start might be the best way to begin and that might start with Planning Board and Zoning Board of Adjustment.
 - i. Attorney Houff explained that meetings being held electronically are only being held by an **opinion** of the State Attorney General. He also noted that any public and quasi-judicial hearings that require participants to either be present or sworn in will pose a problem.
 - ii. Mrs. Walker also noted that a communication from the Secretary of State’s office also will have a problem with having hearings that require a person to appear in person and the legislature has not approved electronic oaths. She also noted that the Town has a policy that was approved in 2017 that only allows Council to meet electronically.
 - c. The restart will proceed accordingly.
5. **Budget Review**
 - a. General Fund
 - i. Revenues (reviews completed at the 04-13-2020 meeting)
 - ii. Expenditures by Department Page 16
 - (1) Community Policing Page 24
 - (a) The line item under Claims was explained and that liability costs for deputy incidents could be forwarded to the Town. Mr. Perkins

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Lewisville Town Council
Budget and Action Meeting #2 (continued from 04-13-2020)
Agenda - Monday, April 20, 2020 - 6:00 p.m.
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has been able to negotiate that only a flat \$4,350.⁰⁰ be paid under the contract with the Sheriff's Office and that the Sheriff's Office will not seek any reimbursements for "Claims" as addressed in the agreement.

- (b) He also provided background on the deputy positions and reviewed the amounts for event and traffic "hustles" that are different from the contracted amount for the six deputies that report to the Town.
 - (i) Mrs. Welch mentioned that Council receives the monthly report from the Sheriff's Office and asked if this report could be covered at Council meetings.
 - (c) Council Member Franklin moved to approve the Community Policing budget as presented. The motion was seconded by Council Member Sadler and approved unanimously.
- (2) Public Safety Page 25
- (a) Council Member Smitherman moved to approve the Public Safety budget as presented. The motion was seconded by Council Member Welch and approved unanimously.
- (3) Governing Body Page 17
- (a) Highlights in Governing Body were reviewed.
 - (i) The line item for Historic Commission participation was reviewed and explained.
 - 1) Staff was asked to provide the status of the historical book that is included in this line item distribution.
 - (b) Items for the publication of the newsletter was also covered.
 - (i) Staff was asked to check on a company that can provide printing, addressing and mailing totally without having to send to different companies to complete.
 - 1) Mayor Horn has a suggested company that he will provide to staff.
 - (c) Council Member Welch moved to approve Governing Body as presented. The motion was seconded by Council Member Foster and approved unanimously.
- (4) Administration Page 18
- (a) Mr. Perkins noted that the information covered for personnel salaries, insurance, etc. is the same for each department.
 - (b) Because of the uncertain economic situation in the future that has been caused by the COVID-19 pandemic, he suggested that personnel be provided a one-time bonus to salary instead of a merit raise going to pay from the merit pool. He noted that government statistics is used for market adjustments.

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Agenda - Monday, April 20, 2020 - 6:00 p.m.
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- (i) Mayor Horn asked to receive a copy of the compensation survey.
- (c) Staff members covered in Administration are: Manager Hank Perkins, Town Clerk Joyce Walker, Office Manager/Events Coordinator Stacy Howard and Part-time Communications Specialist Gennie Taylor.
 - (i) There was discussion on staffing.
 - 1) Should the position of Communications Specialist be a full time PIO (as was the previous PIO) position?
 - a) Mr. Perkins explained how this position became part time and the difficulty in finding a part time person that can write as well as do IT.
 - b) Any equipment to be used for digital meetings, etc. is more of an IT function.
 - c) The past PIO used to do events which is now handled by Mrs. Howard.
 - d) Mr. Perkins indicated he is satisfied with the current staffing arrangement.
 - e) After additional discussion, there was a suggestion for Council members to provide their thoughts to Mr. Perkins on what might be lacking so that he can consider what might be needed in a future position.
- (d) There was a discussion on the repairs at the Town Hall Annex that included resurfacing the front and side parking lots.
 - (i) Council members discussed whether anything should be done at that location and it was concluded that the repairs at the Annex are needed.
- (e) There was discussion on Contracted Services.
 - (i) Mrs. Welch stated she thought the cost of the contract for cleaning service at Town Hall was too much.
 - 1) The total cost of the contract is \$7,800.00 for the year, or \$150.⁰⁰ a week for the entire 3-story building.
- (f) There was discussion on IT services and how the Town backs up its data.
 - (i) It was noted that the IT budget has been increased to \$3000.⁰⁰ this year over last fiscal year to provide for

DRAFT (Amended 05-01-2020)
Lewisville Town Council
Budget and Action Meeting #2 (continued from 04-13-2020)
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additional IT support services that had been performed in the past by the Public Works Director. This line item has been increased to \$9000.⁰⁰ in the current fiscal year by budget amendment to cover additional contract work relating to building networking and computer installation and is proposed in next year's budget at \$15,000.⁰⁰. This IT budget has been increased to provide IT support by contract for expected technical support for the Town of Lewisville.

- (g) The Contingency line item was explained.
 - (i) This line item is provided in case there is a need to make an expenditure that is not itemized in the budget. This expenditure must be reported to Council.
 - (h) After additional review and discussion, Council Member Sadler moved to approve Administration as presented. The motion was seconded by Council Member Franklin and approved by a vote of 6-1 with Council Member Welch voting nay.
- (5) Student Leadership Page 19
 - (a) Council Member Foster moved to approve Student Leadership as presented. The motion was seconded by Council Member Smitherman and approved unanimously.
- (6) Finance Page 20
 - (a) Council Member Franklin moved to approve Finance as presented. The motion was seconded by Council Member **Franklin Smitherman** and approved unanimously.
- (7) Debt Service Page 21
 - (a) Council Member Franklin moved to approve Debt Service as presented. The motion was seconded by Council Member Sadler and approved unanimously.
- (8) Beautification Page 23
 - (a) Council Member Welch moved to approve Beautification as presented. The motion was seconded by Council Member Smitherman and approved unanimously.
- (9) Planning Page 22
- (10) Public Works Page 26
- (11) Streets Page 27
- (12) Powell Bill Page 28
- (13) Stormwater Page 29
- (14) Solid Waste Page 30
- (15) Recycling Page 31
- (16) Parks and Recreation Page 32

DRAFT (Amended 05-01-2020)
Lewisville Town Council
Budget and Action Meeting #2 (continued from 04-13-2020)
Agenda - Monday, April 20, 2020 - 6:00 p.m.
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- b. Willow Run Municipal Service District
 - i. Revenues Page 40
 - ii. Expenses Page 41
- c. Capital Reserve Funds Page 42
- d. Capital Project Funds Page 43

6. **Adjournment**

- a. At the next budget meeting, Council will start by reviewing Planning.
- b. The next budget meeting will be on Thursday, May 7th following the briefing.
- c. Having no other business to discuss, Council Member Smitherman moved to adjourn the meeting at 8:39 p.m. The motion was seconded by Council Member Hunt and approved unanimously.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

**RESOLUTION 2020027 OF THE LEWISVILLE TOWN COUNCIL
SETTING A PUBLIC HEARING FOR COMMENTS ON THE
2020-2021 BUDGET**

WHEREAS, the Town Council of Lewisville is in the process of reviewing the budget submitted for fiscal year 2020-2021; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT THE LEWISVILLE TOWN COUNCIL sets a public hearing pursuant to §159-12 to be conducted electronically originating at 6:00 pm in Room 110 at the Municipal Building located at 6510 Shallowford Road on Thursday, June 13, 2019 for the purpose of receiving public comment concerning the 2019-2020 fiscal year budget.

RESOLVED AND EFFECTIVE UPON ADOPTION, THIS THE 7th DAY OF MAY, 2020 BY THE LEWISVILLE TOWN COUNCIL.

Mike Horn,
Mayor

ATTEST:

Joyce C. McWilliams Walker
Town Clerk