

**Lewisville Town Council
Regular Meeting Agenda
October 8, 2020 - 6:00 p.m.**

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

1. **Call to Order**
 - a. Invocation: Bo Houff
 - b. Roll Call
 - c. Adoption of Agenda

2. **Consent Agenda**
 - a. Consent Agenda for approval
 - i. [Resolution 2020065](#) - Acceptance and Approval of Monthly [Financials for the two months ending August 31, 2020](#)
 - ii. Approval of Town Council Briefing Meeting [Minutes - September 3, 2020](#)
 - iii. Approval of Town Council Regular Meeting [Minutes - September 10, 2020](#)
 - iv. Approval of Town Council Meeting continued from September 10th - [September 21, 2020](#)

3. **Introductions, Presentations, Recognitions and/or Proclamations**
 - a. **Introductions, Recognitions, Presentations and/or Proclamations**
 - i. Proclamations
 - (1) [Proclamation 2020006](#) - Recognizing National Breast Cancer Awareness Month
 - ii. Presentations
 - (1) Public Safety Report
 - (2) LaBella and Associates - [Pavement Condition Survey report](#)

4. **Public Forum**
 - a. Citizens should limit their comments to three (3) minutes.
 - b. Written comments may be sent to townclerk@lewisvillenc.net.

5. **Appointments**
 - a. None.

6. **Technical Review(s)**
 - a. [L-PBR 2020001](#) - Lewisville Place Section V extending Kelwyn Lane allowing access to six (6) lots and access to one (1) lot from Lewisville-Clemmons Road - review for compliance

7. **Preliminary Site Plan Approvals**
 - a. None.

8. **Evidentiary Hearings**
 - a. None.

9. **Public Hearings**

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- a. None.
10. **Annexation Requests**
- a. None.
11. **Unfinished Business**
- a. None.
12. **New Business**
- a. [Resolution 2020062](#) - setting a public hearing for Thursday, November 12, 2020 at 6:00 p.m. for UDO L-161 Pedestrian Connections Overlay District Chapter B Article II (I) of the Unified Development Ordinance amending waiver requirements
 - b. [Resolution 2020063](#) - setting a public hearing for Thursday, November 12, 2020 at 6:00 p.m. for UDO L-162 Downtown Overlay District references in Chapter A, Definitions; Chapter B Article II (H) boundary information; and adopting official map of Downtown
 - c. [Ordinance 2020044](#) - amending Budget Ordinance 2020001 in the amount of \$20,000.⁰⁰ to increase the appropriation in the budget for stormwater drainage repairs
 - d. [Ordinance 2020045](#) - declaring a road closure for a Christmas Parade
 - e. [Resolution 2020064](#) - Title VI Discrimination Policy
 - f. Downtown sidewalk repairs
 - i. [Ordinance 2020046](#) - amending Budget Ordinance 2020001 in the amount of \$23,175.⁰⁰ to budget for electrical repairs to be performed in conjunction with the sidewalk repairs (\$20,050) and to budget for traffic control needed in conjunction with the sidewalk repairs (\$3,125)
 - ii. [Ordinance 2020047](#) - amending Budget Ordinance 2020001 in the amount of \$3,600.⁰⁰ to increase the appropriation for sidewalk repairs in the Powell Bill Department to cover the cost of sidewalk repairs in the Downtown area
 - iii. [Resolution 2020067](#) - awarding contract for sidewalk repairs in the Downtown area to Atlantic Coast Concrete of Clemmons, NC in an amount not to exceed \$15,800.⁰⁰
 - iv. [Resolution 2020069](#) - awarding contract for sidewalk repairs near Lowes Foods Drive to Atlantic Coast Concrete of Clemmons, NC in an amount not to exceed \$2,800.⁰⁰
 - v. [Resolution 2020070](#) - awarding contract for sidewalk repairs for Shallowford Square to Atlantic Coast Concrete of Clemmons, NC in an amount not to exceed \$1,100.⁰⁰
 - vi. [Resolution 2020066](#) - awarding contract for electrical repairs in conjunction with sidewalk repairs to Lewisville Electric, Inc. in an amount not to exceed \$20,050.⁰⁰
 - vii. [Resolution 2020068](#) - awarding contract for traffic control in conjunction with sidewalk repairs to W. D. Wright Contractors, Inc. of Beaver, PA for an amount not to exceed \$3,125.⁰⁰
 - g. Paving contract
13. **Administrative Reports**

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- a. Upcoming [Events at Shallowford Square](#) and Town Holidays
 - b. Manager's Report
 - i. There will be a joint Comprehensive Plan and Parks, Recreation & Cultural Development Master Plan project. Council has authorized the Parks and Rec Board to meet to receive information on this project via Zoom.
 - ii. The Planning Board has been authorized to have an in-person meeting in Council Chambers with Solomon Development using proper social distancing and other COVID-19 guidelines.
 - c. Clerk's Report
 - i. None.
 - d. **Approvals at the Briefing and Action Meeting on October 1, 2020**
 - i. None.
14. **For the Good of the Order:**
- a. Public Comments
 - i. Citizens should limit their comments to three (3) minutes.
 - ii. Written comments may be sent to townclerk@lewisvillenc.net.
 - b. Council Comments/Discussion
 - c. Adjournment

**RESOLUTION 2020065 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 two months ending August 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 Revenue Statement Summary and the Encumbrances and Expenditure Statement Summary for the two months ending August 31, 2020 and incorporated herein.

Resolved and effective upon adoption, this the 8th Day of October, 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
Two Months Ended August 31, 2020**

General Fund

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Property Tax Collections	\$ 2,452,605.00	\$ 31,069.69	\$ 2,421,535.31	1.27%
Sales Tax Revenue	802,400.00	-	802,400.00	0.00%
Other Revenues	1,265,970.00	6,657.43	1,259,312.57	0.53%
Total	4,520,975.00	\$ 37,727.12	\$ 4,483,247.88	0.83%
Appropriation from Fund Balance	1,638,201.00			
	<u>\$ 6,159,176.00</u>			

Departments	Budget	Expenditures Year to Date	Encumbrances Year to Date	Unencumbered and Unspent Balance	Percentage of Budget Spent or Encumbered
Governing Body	\$ 227,410.00	\$ 50,580.95	\$ 36,354.52	\$ 140,474.53	38.23%
Administration	660,895.00	111,911.93	23,022.35	525,960.72	20.42%
Student Leadership	700.00	-	-	700.00	0.00%
Finance	231,040.00	45,209.66	36.45	185,793.89	19.58%
Debt Service	470,752.00	470,650.44	-	101.56	99.98%
Planning & Zoning	270,596.00	19,348.44	-	251,247.56	7.15%
Beautification	96,160.00	10,515.00	64,438.00	21,207.00	77.95%
Community Policing	664,310.00	2,019.00	630,700.00	31,591.00	95.24%
Public Safety	9,650.00	-	-	9,650.00	0.00%
Public Works	403,840.00	36,193.91	34,500.00	333,146.09	17.51%
Streets	254,900.00	4,220.05	11,782.00	238,897.95	6.28%
Powell Bill	344,400.00	10,381.24	-	334,018.76	3.01%
Storm Water	114,948.00	11,181.80	70,656.01	33,110.19	71.20%
Solid Waste	832,450.00	65,036.69	-	767,413.31	7.81%
Recycling	3,555.00	145.00	-	3,410.00	4.08%
Parks and Recreation	255,808.00	13,886.25	15,058.00	226,863.75	11.31%
Transfers to Capital Projects Funds	1,096,937.00	-	-	1,096,937.00	0.00%
Transfers to Capital Reserves	220,825.00	220,825.00	-	-	100.00%
Total	<u>\$ 6,159,176.00</u>	<u>\$ 1,072,105.36</u>	<u>\$ 886,547.33</u>	<u>\$ 4,200,523.31</u>	31.80%

General Fund Balance 7/1/2019	\$ 6,681,115.98
Increase (Decrease) FYE 6/30/2020 (Preliminary)	573,594.85
Year-to-Date Increase (Decrease) FY 6/30/2021	<u>(1,034,378.24)</u>
General Fund Balance 7/31/2020	<u>\$ 6,220,332.59</u>

Town of Lewisville
Financial Budget to Actual Report - Willow Run Municipal Service District
Two Months Ended August 31, 2020

Willow Run Municipal Service District

Revenues	Budget	Revenue Year to Date	Uncollected	Percentage Collected
Revenues	\$ 32,150.00	\$ 424.02	\$ 31,725.98	1.32%
Total	<u>\$ 32,150.00</u>	<u>\$ 424.02</u>	<u>\$ 31,725.98</u>	1.32%
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	\$ 1,200.00	\$ -	\$ 30,950.00	3.73%
Total	<u>\$ 32,150.00</u>	<u>\$ 1,200.00</u>	<u>\$ -</u>	<u>\$ 30,950.00</u>	3.73%

MSD Fund Balance 7/1/2019	\$ 176,708.50
Increase (Decrease) FYE 6/30/2020 (Preliminary)	(11,433.16)
Year-to-Date Increase (Decrease) FY 6/30/2021	(775.98)
MSD Fund Balance 7/31/2020	<u>\$ 164,499.36</u>

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

Capital Reserves Funds

Storm Water Capital Reserve	\$ 560,360.01
GWR ROW/Construction Capital Reserve	934,312.79
Sidewalks, Bike Paths, and Greenways Capital Reserve	123,160.31
Municipal Buildings/Land Capital Reserve	997,983.39
Total Capital Reserve Fund Balances	<u><u>\$ 2,615,816.50</u></u>

Capital Projects Funds

GWR ROW/Construction Capital Project	\$ 734,719.88
JWP Maintenance Facility/Playground Expansion Capital Project	20,626.21
Gateway Project Capital Project	165,992.18
Heritage Drive Regional Storm Water Pond #1 Capital Project	8,165.73
Community Center Capital Project	99,109.99
Roundabout at Lewisville-Vienna Road and Robinhood Road Capital Project	257,575.25
Total Capital Projects Fund Balances	<u><u>\$ 1,286,189.24</u></u>

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Lewisville Town Council
Briefing and Action Meeting Minutes
September 3, 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
 - i. Mayor Horn opened the meeting being simultaneously streamed electronically at 6:00 p.m. originating at Town Hall. 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, Public Works Acting Director Ryan Moser and Town Clerk Joyce Walker.
 - b. Adoption of Agenda
 - i. Mayor Horn asked to amend the Manager's Report by adding updates to the Groundbreaking and PARTF grant; under Public Works a Pavement Assessment Plan update; and under Proclamations, add item b. proclaiming September 10th as George Hauser Appreciation Day (and removing from the recognitions section).
 - ii. With those amendments, Council Member Foster moved to approve the amended agenda. The motion was seconded by Council Member Hunt and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.
2. **Guests, Introductions, Recognitions and Presentations for September 3, 2020**
 - a. None.
3. **Items That Require Council Direction**
 - a. None.
4. **Items Requiring Action at Briefing**
 - a. [Resolution 2020061](#) - affirming the Lewisville Town Council's support regarding implementation of a compliant NPDES Stormwater Program
 - i. Mr. Moser noted that the Town's program documents were not up-to-date and has received a Notice of Violation.
 - (1) The Town has retained a contractor to bring the Town into compliance.
 - ii. Mayor Horn moved to approve Resolution 2020061 affirming the Lewisville town council's support of the NPDES Stormwater Program. The motion was seconded by Council Member Sadler and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.
5. **Unfinished Business:**
 - a. None.

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6. **Administrative Reports:**

- a. Manager
 - i. Historic Resource Commission (HRC) grant approval for Forsyth County Phase III Architectural Survey
 - (1) The Town has been participating with the HRC and the County has been awarded a \$15,000.⁰⁰ grant to update the County's catalog of historic properties.
 - ii. Groundbreaking update
 - (1) The groundbreaking for the Mary Alice Warren Community Center is scheduled for Saturday, September 12, 2020 at 10:00 am. This is by invitation only and is not open to the public due to COVID-19 distancing rules. There is no rain date. The groundbreaking ceremony will be live streaming on the Town's Facebook page and replayed on TV6.
 - iii. PARTF grant update
 - (1) The PARTF board will be virtually meeting on Friday, September 18th at 10:00 am to decide on the project grant requests. The Town has requested an amount of a little less than \$350,000.00. Mayor Horn has arranged for Vienna Village to have the donor of the property, Mrs. Mary Alice Warren, to participate virtually.
 - iv. The Sheriff's Office will be partnering with Crisis Control Ministry to collect canned goods and they are asking all the towns to participate. This collection has previously been done at the Fair. The goal is to collect 96 bins of food. Towns will be advised of date, time and location for each. Everyone will be advised of Lewisville's information once it is received.
 - v. Mr. Perkins suggested that the vendors for the events for the rest of the season be notified that the events will be cancelled since, at this time, there is no way to know what the Governor will announce for the number of persons allowed in a crowd due to the COVID-19 pandemic.
 - (1) Council Member Franklin asked if the funds saved from last year's budget and this year's budget can be rolled over to be used whenever events can be held in the Square again. He suggested unspent monies be carried forward.
 - (2) Mr. Perkins advised that those monies go back into the General Fund - Fund Balance and could be reviewed at the time of budget discussions.
 - (a) Information on the unspent amount is to be brought to the October meeting.
- b. Attorney
 - i. None.
- c. Public Works
 - i. Mr. Moser advised that he had sent copies of the Pavement Assessment Study to members of Council. The study will be used to prioritize (most in need of paving

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to least in need) the Town maintained roads for fall paving. The contractor performing the study will be at the October 1st meeting to provide a detailed presentation on the study and how the roads are prioritized.

- (1) There was a question on how the public is notified of the streets.
 - (a) Mr. Perkins advised that the homes along the street (and neighborhoods) are notified of the paving.

d. Planning

- i. None.

e. Finance

- i. Local Government Commission (LGC) had their meeting this past Tuesday and the Town's debt application (for the Community Center) has been approved and will be closing on the loan tomorrow morning. After the loan is closed, the construction manager will issue a notice to proceed on September 8th and there will be 365 days to complete. The crew will mobilize on September 12th. If not completed on time, there are consequences known as liquidated damages.

- (1) Mr. Perkins explained that approval had to be given by the LGC because municipalities are not allowed to borrow money unless the loan is approved by the LGC whose authority comes from the Legislature.
- (2) Only one third (1/3) of the debt is for the project.
- (3) There will be a separate entrance for construction.

f. Clerk

- i. None.

7. **Agenda Items for Regular Meeting on [September 10, 2020](#)**

a. Tentative Agenda

i. **Consent Agenda**

- (1) [Resolution 2020060](#) - Acceptance and Approval of preliminary Monthly [Financials for the month ending July 31, 2020](#)
- (2) Approval of Town Council Briefing Meeting [Minutes - August 6, 2020](#)
- (3) Approval of Town Council Regular Meeting [Minutes - August 13, 2020](#)

ii. **Introductions, Recognitions, Presentations and/or Proclamations**

- (1) Recognitions
 - (a) George Hauser III (moved to Proclamations)
- (2) Proclamations
 - (a) [Proclamation 2020004](#) - proclaiming September 17, 2020 as Constitution Day and September 17, 2020 to September 23, 2020 as Constitution Week
 - (b) Council was in agreement to proclaim September 10th George Hauser III Appreciation Day.
- (3) Presentations
 - (a) Public Safety Report

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- (i) Data will be accessible as part of the minutes.
 - (ii) Mrs. Welch clarifies she was looking for areas of concern and to call attention to what is important.
- iii. **Appointments**
 - (1) [Appointment Order 2020007](#) - re-appointing two members to the Student Leadership Committee for school year 2020-2021
- iv. **Public Hearings**
 - (1) None.
- v. **New Business**
 - (1) [Resolution 2020059](#) - Accepting the Declaration of Withdrawal of Road Dedication for a portion of Aria Drive off of Sonata Drive
 - (a) Roads may be withdrawn from public dedication if they have not been built within 15 years of dedication. The Town acknowledges no plans to build this road that has been publically dedicated on a plat.
 - (b) Attorney Houff advised of §136-96 allowing for the withdrawal. Looking at the topography, there is no way to build a road. He also advised that the petitioner is a client of his and will be paying for this work.
 - (2) [Ordinance 2020042](#) (continued from August 13, 2020) - Case L-096 Site Plan Review for Compliance - Special Use District Permit for PINS 5875-97-8451 and 5875-97-7671
 - (a) Mrs. Tolbert provided background on this case, noting that it was found that the elevations provided on the first site plan were too high and did not meet the height requirements of the Downtown in the UDO.
 - (i) It was found that building height is defined as the average of the mid-point, at grade, of all four sides.
 - (ii) Using this calculation, the average height of the building submitted for Case L-096 was calculated at fifty-one feet (51 ft.).
 - (iii) The developer was informed of this information and submitted a revised plan to meet the forty-eight feet (48 ft.) maximum height.
 - (iv) With this new information, Council members returned the case to the Planning Board so the members would be looking at the same amended site plan being viewed by the Town Council who will be rendering a decision.
 - (b) The Planning Board was briefed on the project last week and will be their agenda for September 9th.
 - (i) Staff will send the Zoom access.

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- (c) Attorney also provided additional information on this case.
 - (i) This case is unique in that the zoning and site plan approval happened in 2000; however, the apartments were never built.
 - (ii) When he received the project, he looked at the process for amending a Special Use Rezoning and had to go through the same process as the original.
 - (iii) He noted that Mrs. Tolbert found in the UDO that this is actually a review for compliance, first by the Planning Board and then by Council, which has less discretion when zoning is already in place. Compliance does not include a public hearing, i.e. the public is not involved.
 - (iv) Mr. Houff also noted that he had erred in interpreting the law.
 - (v) When it was determined there was a height issue, the case was sent back to the Planning Board for review of the new elevations and to conduct the proper hearing.
 - (vi) Review would result in one of the following recommendations by the Planning Board with the final decision rendered by Town Council:
 - 1) Approval;
 - 2) Approval with conditions, or
 - 3) Denial.
 - a) If denial, reasons must be stated in the recommendation.
 - (vii) The petitioner is typically available to answer questions.
- (d) Mayor Horn suggested: since the public had initially been advised that this case would include a public hearing, that there be an open session for public comment following the planner's presentation in order to be transparent.
- (e) Attorney Houff explained the difference between public hearing and public comment.
 - (i) In a public hearing, Council is making a legislative decision.
 - (ii) Although this is not a quasi-judicial hearing, this is more of an analytical determination, i.e. is the project in compliance with the UDO.
- (f) Council members discussed which items needed to be considered in reviewing for compliance.
 - (i) Mrs. Tolbert advised that the UDO is law. The Downtown Design Guidelines and the Greenway Plans were accepted

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- (i) The meeting scheduled for Monday, September 14th is to remain on the calendar and at the meeting on September 10th, decide whether to proceed with that date or change to another date for a decision.
 - b. Approval of Tentative Agenda for regular meeting on [September 10, 2020](#)
 - i. Council Member Foster moved to approve the tentative agenda for the meeting on September 10, 2020 as amended with items above. The motion was seconded by Council Member Welch and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.
- 8. **For the Good of the Order:**
 - a. Council Discussion
 - i. Mrs. Foster asked to have anything sent to the public be provided to Council in case council members are asked questions.
 - ii. Mrs. Tolbert clarified: If the building had been built before the original site plan sunset, this would not be under review.
 - iii. Mrs. Tolbert will have a plotted version of the elevations provided for Council.
 - iv. Mrs. Tolbert confirmed that changes made to a site plan following a Planning Board meeting are reviewed by the Planner and the board advised before going to Council. She did, however, note that this process is in the Development Schedule but was not sure if it was made into ordinance.
 - v. Mrs. Hunt asked about where the dog park stands.
 - (1) Mr. Perkins advised that during the PARTF discussions, there would be master planning for parks and the subject would be dealt with through community engagement.
 - (2) Mrs. Tolbert also reminded everyone that the Parks and Recreation Master Plan will be included in the Comprehensive Plan. She will be working with that board to get their “blessing” on the project.
- 9. **Adjournment**
 - a. Having no other business to discuss, Council Member Franklin moved to adjourn the meeting at 7:54 p.m. The motion was seconded by Council Member Sadler and approved unanimously with a roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

Mike Horn, Mayor

ATTEST:

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Joyce C. McWilliams Walker, Town Clerk

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1. Call to Order

- a. Mayor Horn opened the continued meeting being simultaneously streamed electronically at 6:00 p.m. originating at Town Hall. 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, Public Works Acting Director Ryan Moser and Town Clerk Joyce Walker.

2. Unfinished Business

- a. [LTCR 2020-001](#) (continued from August 13 and September 10, 2020) - Case L-096 Site Plan Review for Compliance - Special Use District Permit for PINS 5875-97-8451 and 5875-97-7671
- i. Council Discussion
- (1) Mayor Horn recapped the items requested for Council’s review:
- (a) Previous approvals in relation to the current petition before Council;
 - (b) The origination of provisions for parking on an adjacent lot; and
 - (c) Further explanation of the reasons for denial by the Planning Board.
- (2) Attorney Houff commented on item 2.a.1.(a) above:
- (a) Council members have had an opportunity to review previously approved cases. In some instances it may be found that some cases are similar and may be considered as precedent. If not found to be similar then they are not considered as precedent. You may consider precedent on some issues and not on other issues.
 - (i) Mr. Houff was asked to clarify “like precedent” (mentioned in a previous meeting) when taking into consideration in a review for compliance.
 - (ii) He further noted that each Council member might look at the same thing for this project and not see them to be similar or some of you or all of you might view similar.
- (3) Mrs. Tolbert provided the information for item 2.a.i.(b) above:
- (a) This provision was in the original UDO that was adopted by Council in 1995 when City/County was doing the town’s planning. It has not been amended. The language is the same.
- (4) Mrs. Tolbert added comments to the denial document prepared by Planning Board Member Hamby. She also remarked that the Comprehensive Plan is a vision and up for interpretation; however, if it is mentioned in the UDO it may be used to assist in determining compliance. The 2014 Design Guidelines document is not mentioned in the UDO for compliance. References have been noted whether they are applicable or not applicable in the review for compliance. The document follows:

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September 21, 2020 - 6:00 p.m. (continued from September 10, 2020)
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NOTE: Items from Mr. Hamby's document are bold, italicized and begin with ● or ○.
Findings, language from the UDO and/or information noted by Mrs. Tolbert are identified by ■ or •.

PLANNING BOARD DENIAL REASONS FOR:

Joseph Hamby
Jessica Higgins
Bill Scantland

- ***Where conflicting ordinance occurs, the more restrictive (not lenient) requirements should prevail***
 - ***UDO Chapter B, Article I, 1-7.1 and UDO Chapter B, Article I, 1-7.2***
 - Where a conflict exists between any limitations or requirements in this Ordinance, the more restrictive limitation or requirements shall prevail.
 - (Mrs. Tolbert's remarks) **This is applicable but up for Council interpretation.**
- ***With that in mind the project's height exceeds the maximum provided for buildings in the Downtown Core Area as cited in:***
 - ***Chapter B, Article II, 2-1.6, (H)(4)(i)(i) Building Height***
 - (i) For DCA - The maximum building height for buildings and structures (excluding chimneys, unoccupied steeples, spires, flagpoles, cupolas and roof venting pipes) shall be two and one-half (2½) stories with a maximum height of forty-eight (48) feet.
 - (Mrs. Tolbert's remarks) **This is applicable but up for Council interpretation based on precedence.**
- ***The project does not preserve, enhance or compliment the small town character of Lewisville as cited in:***
 - ***2015 Comprehensive Plan Update: Community Character, Vision***
 - (Mrs. Tolbert's remarks) **This is from Chapter 2 in the Lewisville Comprehensive Plan. This is applicable but up for Council interpretation.**
 - ***2015 Comprehensive Plan Update: Land Use, Vision***
 - (Mrs. Tolbert's remarks) **This is from Chapter 5 in the Lewisville Comprehensive Plan. This is applicable but up for Council interpretation.**
 - ***UDO Chapter B, Article II, 2-1.6, (H)(2)© Applicability, Purpose and Intent***
 - The Lewisville Downtown Overlay District (DTO) provides additional requirements within the Town of Lewisville's designated Downtown Core and Gateway areas (Downtown Overlay Area). The purpose of the overlay district is to promote, preserve, and protect the health, safety and welfare of residents and property and to protect the aesthetic interest of the Town. It will help conserve the value of buildings and encourage appropriate use of the land. It is based in part on the following findings:
 - (a) Downtowns contribute to each town's entire image and economic vitality.

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- (b) The regulations will insure development of property appropriate for the downtown and central area; thus, safeguarding its property and offering social and cultural benefits to the citizens of Lewisville.
 - ©) The standards will encourage new buildings, retain the values of surrounding properties, protect the town's unique character, and promote good urban design.
- (Mrs. Tolbert's remarks) **This is applicable but up for Council interpretation.**
- **UDO Chapter B, Article II, 2-1.6, (H)(3)(e) General Regulations**
 - These boards will evaluate the design of new structures in terms of the degree to which they contribute to the well-being of the Downtown, while preserving and enhancing the village character, integrity, and attractiveness of central Lewisville as identified in the Lewisville Comprehensive Plan. The major objectives shall be to promote a sense of human scale; to encourage architecture which is compatible but not necessarily conforming; to create architectural transition; to provide an open environment; and to develop tree-lined streets in Downtown areas. New development shall be appropriate to the site, taking into account the safety, convenience, and amenity of the surrounding area. New development shall be evaluated in relation to the development standards of DTO Section 4.
 - (Mrs. Tolbert's remarks) **This is applicable but up for Council interpretation.**
- **UDO Chapter B, Article II, 2-1.6, (H)(4) Architectural Character Standards**
 - The Town of Lewisville sees the interaction between the built environment and the public as a crucial ingredient in maintaining a certain sense of place. Development standards herein are intended to ensure that all new development within the DCA, DGA and DTO results in an architecture of high quality, encourages pedestrian activity and interaction with the built environment and provides appropriate transitions in scale while accommodating many types of approved uses, including civic and institutional, commercial retail and business mixed-use, live/work and multi-family/single family residential developments. Architectural aesthetic character shall be designed so as to support and enhance a pedestrian friendly environment and compliment the historical small town unique character of Lewisville. The following minimal architectural character standards are to be shown on the applicant's plans and included as conditions for approval of the site plan. Other specific architectural character elements are encouraged which may also be required as conditions for approval of the site plan...
 - (Mrs. Tolbert's remarks) **This is applicable but up for Council interpretation.**
- ***The project's mass, bulk, proportions and scale is incompatible, inconsiderate, inappropriate and insensitive to the area and surrounding properties violating the following cited ordinances and standards:***
 - ***2015 Comprehensive Plan Update: Land Use, Commercial Districts***

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- (Mrs. Tolbert's remarks) This is from Chapter 5 in the Lewisville Comprehensive Plan. This is applicable but up for Council interpretation.
- **2015 Comprehensive Plan Update: Land Use, Vision**
 - (Mrs. Tolbert's remarks) This is from Chapter 5 in the Lewisville Comprehensive Plan. This is applicable but up for Council interpretation.
- **June 2014 Downtown Design Guidelines: Design Guidelines, 1.4 Building Massing & Scale (pg 14)**
 - (Mrs. Tolbert's remarks) This document was accepted, not adopted, by the Town Council in early 2015. This document is not applicable to the site plan review due to it not being referenced in the UDO.
- **UDO Chapter B, Article II, 2-1.6, (H)(3)(e) General Regulations**
 - These boards will evaluate the design of new structures in terms of the degree to which they contribute to the well-being of the Downtown, while preserving and enhancing the village character, integrity, and attractiveness of central Lewisville as identified in the Lewisville Comprehensive Plan. The major objectives shall be to promote a sense of human scale; to encourage architecture which is compatible but not necessarily conforming; to create architectural transition; to provide an open environment; and to develop tree-lined streets in Downtown areas. New development shall be appropriate to the site, taking into account the safety, convenience, and amenity of the surrounding area. New development shall be evaluated in relation to the development standards of DTO Section 4.
 - (Mrs. Tolbert's remarks) This is applicable but up for Council interpretation and is duplicated from above.
- **UDO Chapter B, Article II, 2-1.6, (H)(4) Architectural Character Standards**
 - The Town of Lewisville sees the interaction between the built environment and the public as a crucial ingredient in maintaining a certain sense of place. Development standards herein are intended to ensure that all new development within the DCA, DGA and DTO results in an architecture of high quality, encourages pedestrian activity and interaction with the built environment and provides appropriate transitions in scale while accommodating many types of approved uses, including civic and institutional, commercial retail and business mixed-use, live/work and multi-family/single family residential developments. Architectural aesthetic character shall be designed so as to support and enhance a pedestrian friendly environment and compliment the historical small town unique character of Lewisville. The following minimal architectural character standards are to be shown on the applicant's plans and included as conditions for approval of the site plan. Other specific architectural character elements are encouraged which may also be required as conditions for approval of the site plan...
 - (Mrs. Tolbert's remarks) This is applicable but up for Council interpretation and is duplicated from above.
- **UDO Chapter B, Article II, 2-1.6, (H)(4)(a) Architectural Character Standard**
 - Building Scale. All new building façades, in terms of composition, bulk, scale,

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proportion, orientation, massing, transparency, articulation, color, and major divisions or rhythms in the façade, shall be of a character that supports and enhances a pedestrian friendly environment and compliments the historical small town unique character of Lewisville. Human scale (the legibility of elements by people when close [to] the building) shall be emphasized.

- (Mrs. Tolbert's remarks) **This is applicable but up for Council interpretation.**
- ***The project is inappropriate to the site with general disregard for the surrounding areas as cited in:***
 - ***2015 Comprehensive Plan Update: Appendix, Maps, Map 9 Preferred Land Use***
 - (Mrs. Tolbert's remarks) **This is found in the appendix section of the Lewisville Comprehensive Plan. This is applicable but up for Council interpretation.**
 - ***June 2014 Downtown Design Guidelines: Map, Focus Area #3***
 - **This document was accepted, not adopted, by the Town Council in early 2015. This document is not applicable to the site plan review due to it not being referenced in the UDO.**
 - ***Chapter B, Article II, 2-1.6, (H)(3)(e) General Regulations***
 - These boards will evaluate the design of new structures in terms of the degree to which they contribute to the well-being of the Downtown, while preserving and enhancing the village character, integrity, and attractiveness of central Lewisville as identified in the Lewisville Comprehensive Plan. The major objectives shall be to promote a sense of human scale; to encourage architecture which is compatible but not necessarily conforming; to create architectural transition; to provide an open environment; and to develop tree-lined streets in Downtown areas. New development shall be appropriate to the site, taking into account the safety, convenience, and amenity of the surrounding area. New development shall be evaluated in relation to the development standards of DTO Section 4.
 - (Mrs. Tolbert's remarks) **This is applicable but up for Council interpretation and is duplicated from above a second time.**
- ***The project's use of offsite parking fails to have the ingress or egress for offsite parking originate through the multifamily site as cited in:***
 - ***Chapter B, Article III, 3-3.4, (A)(3)(a) Off-Site Parking***
 - (3) Ingress or egress shall be as follows: (a) Multifamily parking. Ingress or egress for multifamily parking shall be only through the multifamily site.
 - (Mrs. Tolbert's remarks) **Not applicable, this sentence says ingress or egress shall be through the multifamily site, not that it should originate through multifamily site.**
- ***The project's placement of dumpsters on a secondary lot utilized for offsite parking use violates ordinance cited below:***
 - ***Chapter B, Article III, 3-3.4 (B)(7)***

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- Other Uses. Where parking is established on a secondary lot or lots owned by the owner of the lot on which the principal use is located, the secondary lot or lots may not be used for any purpose other than parking required for the principal use unless there is sufficient room for: shared parking; any use which may be placed on the secondary lot or lots; and any parking required for the use placed on the secondary lot or lots.
- (Mrs. Tolbert's remarks) **Not applicable, this comes from Chapter B, Article III, 3-3.4(B) which states "for all uses except multifamily or institutional uses described in Section B.3.3-4(A). This would only apply if the off-site parking was for a principle use other than multifamily.**
- **Chapter B, Article III, 3-3.3, (F)(2)**
 - Width. Each lane of stacking space shall be a minimum of nine (9) feet in width and must be delineated with pavement markings.
 - (Mrs. Tolbert's remarks) **Not applicable, this language is for facilities with drive-thrus. The proposal does not include a drive-through facility.**
 - (Mrs. Tolbert's remarks) **The Planning Board may have intended to reference Chapter B, Article 3-3.1 (F)(2) which reads: Operation. All required parking areas shall be used exclusively for the parking of vehicles. Parking areas shall not be used for the storage of merchandise, location of dumpsters, or for the storage or repair of vehicles or equipment. Parking areas shall not be used for the sale of merchandise except on a temporary basis for special events.**
 - (Mrs. Tolbert's remarks) **This is not applicable as well. The dumpster is not located in a parking area, in other words, it is not in a parking space and is not taking up required parking per parking calculations. It is off of a parking lot, which is required in Section 3-3.3 (A)(1) Parking areas shall be designed to allow unobstructed movement into and out of each parking space without interfering with fixed objects such as lighting fixtures, dumpsters, signage, or vehicles.**
- ***The Downtown Overlay provides additional requirements to the underlying PB zoning, it does not replace them.***
 - (Mrs. Tolbert's remarks) **This is up for Council interpretation; no specific UDO reference was given.**
- ***With that in mind the project fails to meet underlying PB zoning district requirements:***
 - ***40 ft setback along residential property***
 - **UDO, Chapter B, Article II, 2-1.3, (F)(2)(1)**
 - Whenever a lot in a nonresidential district other than the NB or NO Districts shares a common boundary line with a lot in a residential district (except RM-U), YR, AG or H District with no intervening street or highway, the lot in the nonresidential district shall have a required setback along the shared boundary line of not less than forty (40) feet or shall have the required setback for the nonresidential district, whichever is greater.
 - Not applicable, Chapter B, Article II, Section 2-1.6 (H)(6)(d)(iii) states the

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Minimum sideyard building setback. Zero (0) feet. No additional requirement is given for the Downtown Core Area if abutting residential property.

- **Type I bufferyard adjacent to residentially zoned property**
 - UDO, Chapter B, Article II, 2-1.3, (F)(3)(a)(i)
 - Rear Parking. Parking area shall be buffered by a type I bufferyard, as defined in Section B.3-5, adjacent to residentially zoned property.
 - (Mrs. Tolbert's remarks) **Not applicable, Chapter B, Article III, Section 3-5.2 (A)(3)(a) states Type I Bufferyard. A type I bufferyard is a low density screed designed to partially block visual contact and create spatial separation between adjacent uses. The four (4) design options that may be used to satisfy this bufferyard requirement are identified in Table B.3.14.**
 - (Mrs. Tolbert's remarks) **The table only provides options that may be used, not requirements. The proposal provides a low density (to partially block visual contact and create spatial separation) type I bufferyard between the parking lot and adjacent properties.**

PLANNING BOARD DENIAL REASONS FOR:

Joseph Sloop

- **Proposal does not meet the 2.5 story maximum requirement.**
 - (Mrs. Tolbert's remarks) **This is applicable but up for Council interpretation.**

PLANNING BOARD DENIAL REASONS FOR:

Mike Sullivan

- **Proposal does not meet the 2.5 story maximum requirement.**
 - (Mrs. Tolbert's remarks) **This is applicable but up for Council interpretation.**
- **Proposal does not meet the 40-foot setback from adjacent property.**
 - (Mrs. Tolbert's remarks) **Not applicable, Chapter B, Article II, Section 2-1.6 (H)(6)(d)(iii) states the Minimum sideyard building setback. Zero (0) feet. No additional requirement is given for the Downtown Core Area if abutting residential property.**

Council asked that Mrs. Tolbert's document be submitted for the record.

- ii. There was discussion on the document presented by Mrs. Tolbert.
 - (1) Council Member Sadler asked if members agreed with the document presented so that those items that are not applicable and can be eliminated from discussion and Council can be more focused.
 - (2) on items that need a decision.
 - (a) Council viewed the document (above) and discussed and agreed that the first item was not up for interpretation.
 - (b) The next item referred to height. There was discussion on height vs. stories. There was also discussion about the structure on top of the building.

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- (i) Council Member Franklin asked to read the following document in relation to height:

At our regularly scheduled monthly meeting on the 10th of this month, I asked a question at approximately the 49 minute mark of the meeting about what looks like a “box” that extends above the 45’ mark on the presented elevations and what it might represent. Our Planner stated that she did not exactly know what it was because it was not labeled or denoted by the engineer who did the elevation drawings. The Planner stated that maybe the developer/petitioner could clarify this later in the evening during the public comment portion of meeting. At approximately the 3:11 mark of the meeting, the petitioner/developer joined the meeting and was extended time to address the Council until the 3:19:30 mark of the meeting. Since asking the question about the “box” on 9/10; and to this time tonight, my question still has not been addressed by Town staff or the developer. Therefore, I felt I had the need to do some additional due diligence during the past week in order to have a better understanding of what I think we should really be looking at.

I asked two NC registered Professional Engineers to take a look at the elevation plans that have been submitted by the petitioner. I specifically asked them to help me better understand what I am seeing on the drawings as it relates to the unidentified “box” that shows on all 4 elevation drawings (N/S/E/W) that is extended above the 45’ mark as indicated on each of the elevations drawings. I also had a telephone conversation with NC Licensed Architect that has had an opportunity to review the submitted plans by the petitioner.

Each of them told me that because the “box” was not denoted by the design engineer on the drawing(s) before us, they could not specifically determine exactly what this “box” is, however, it appeared to them that the design engineer has indicated that there will be some type of structure associated with the “box”.

As scaled on the drawings provided to the Town by the petitioner, the “box” shows up “relatively” at the same location on each of the drawings. That is, to the general area of SE corner of the proposed structure.

Each did tell me to look at the East Elevation for some guidance. That drawing shows a door at ground level just under the north end of the porch on the east elevation; it would be apparent that this door is an exit discharge from a stair tower for not only emergency egress as required by the NFPA Life Safety Code, but also for resident convenience to reach ground level by walking down the stair tower. In general, elevator lobbies would typically be located adjacent to a stair tower in a structure such as the proposed building.

With that in mind, looking at the site plan drawing, it shows that the proposed restaurant area is located on the SW corner area of the building which will only be on the ground floor level of the structure and occupying some 2,400ft². Now if you look to the South Elevation it shows what is apparently a “lobby/office/service area for the residents of the structure. With this in mind, it becomes apparent that the “box” would be associated with an elevator to service a total of 5 levels of the structure, including the below ground parking and exterior north side parking areas; again for the convenience of the residents that have parcels/groceries, etc. to carry to upper level units.

Now, if you start looking at the scale of 1/8th inch equaling one foot that is shown on the elevation drawings, the “box” as shown and indicated, would be measured to be 2 feet above the indicated 45’ that is shown on the elevations as presented.

I’m not going to cite the exact numbering of the definition that is in the UDO for determining building height (it was in Stacy’s 3rd or 4th slide in her PPT presentation on 9/10), but the definition states:

Height, Building: The vertical distance measured from the average elevation of the finished grade of all sides of a building, measured at the midpoint of each side, to the topmost elevation of the roof or the topmost projection above any roof, including parapet walls. Enclosed penthouses or equipment

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rooms are considered a part of the building and included in the calculation of building height. (Please refer to section ...for accessory building).

So now I'd like to talk a little math. When the developer/petitioner came back with re-drawn elevations because the first proposal was found to exceed 48' as is mandated in our UDO, the plans showed "marked" heights of 45' on three sides (E/W/S) with 57' on the north side. If I multiply 45' X3 and add in the 57' north elevation and then divide by 4, it comes out to 48'.

If I have read and properly interpreted the definition from the UDO on how to measure building height correctly, then one would need to add 2 feet to each of the four elevations shown because the "box" is being shown all elevations, so therefore, the calculations would 47' X3 sides plus 59' for the north face of the structure. **In doing the math with 47' now representative of the average building height on three sides and now using 59' for the north face instead of 57', the average elevation of the proposed building height would now come in at 50 FEET, which exceeds the 48' limit that is clearly stated in several sections of the UDO.**

- (ii) After reading the document, Mr. Franklin re-emphasized that the building height, based on the information read, was 50 feet and not 48 feet.
 - (iii) Mrs. Tolbert confirmed Dr. Sadler's recollection that the reason for re-measuring the height of the proposed building was because of the definition found in the UDO that used a median calculation for each side.
 - (iv) Mr. Franklin then called attention to the minutes dated August 13th supporting the definition of height and the process for calculating.
 - (v) The "2 ½ stories" with a maximum height of 48 feet was also discussed as it applies to height.
- iii. Consideration of Site Plan Special Use District Permit LTCR 2020-001
- (1) Council Member Smitherman moved to deny LTCR 2020-001 citing that the building is not 2 ½ stories. The motion was seconded by Council Member Foster. Council Member Sadler called the question.
 - (a) Discussion
 - (i) Council Members Sadler and Welch wanted to know what other items were not compliant.
 - (ii) Council Members Smitherman and Foster withdrew there motion and second in order to continue discussion of other reasons for denial that are not compliant.
- iv. Council Members continued discussion of denial reasons based on the document (above) and cited the following from the UDO, Comprehensive Plan and Downtown Overlay standards:
- (1) Height and building not built to pedestrian scale.
 - (2) Does not preserve, enhance or compliment the small town character of Lewisville as cited in the Comprehensive Plan.
 - (3) Architectural standards.
 - (4) Transition in scale.

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- (5) Mass, bulk and proportions not in scale.
- (6) Small town unique character.
- (7) Difficulty in enforcing safety issues.
- (8) Doesn't meet small town standards.
- (9) Human scale.
- (10) Inappropriate to the site and no regard for the surrounding area.
- v. Items that cannot be considered:
 - (1) Design Guidelines.
 - (2) Use of Off-site parking - reference not applicable.
 - (3) Placement of dumpsters - reference in document not applicable.
 - (4) Attorney Houff pointed out that the statement regarding, "*The Downtown Overlay provides additional requirements to the underlying PB zoning, it does not replace them.*" is an inaccurate statement. The Downtown Overlay has requirements specific to the Downtown.
 - (5) Forty-foot set-backs for PB zoning is also inaccurate for the Downtown based on the narrow lots.
 - (6) Type I Buffer Yards are not applicable.
- vi. Mayor Horn asked that the Planning Board provide a better definition of façade, noting that there are properties whose topography drops to the rear. Is the meaning the same for front and rear. Clarify if the 2 ½ stories is applicable to the front and/or rear.
- vii. Council Member Sadler also asked that a better definition be provided for small town as well as human scale.
- viii. Council Members were reminded of the choices for LTCR 2020-001 - Case L-096:
 - (1) Approve;
 - (2) Deny; or
 - (3) Approve with conditions from Chapter B Article 6-1.3 relevant to this case:
 - (a) Re-orientation of parking areas or building access ensuring on-site pedestrian safety.
 - (b) Screening and location of dumpsters or other visual intrusions.
 - (c) Any previous conditions associated with the earlier approval.
- ix. Council Member Welch moved for denial. The motion was seconded by Council Member Hunt and approved unanimously with a 7-0 roll call vote of ayes for denial from Council Members:
 - (1) Welch - pedestrian scale, intent of interpretation, not 2-3 stories, rural residential setting;
 - (2) Hunt - not 2 ½ stories or consistent with UDO or Comprehensive Plan and Article 7-5.3 of the UDO;
 - (3) Foster - agrees with previously stated items, UDO relates to stories, height is ambiguous, inappropriate for the site, could not find like precedent;
 - (4) Smitherman - also agreed with previous reasons but main reason is that it is not 2 ½ stories;
 - (5) Sadler - not 2 ½ stories and the height as identified by Council Member Franklin;

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- (6) Franklin - not meeting height requirements or 2 ½ stories, doesn't meet human scale or architectural and aesthetic standards; and
- (7) Mayor Horn - not 2 ½ stories, character, architectural considerations and also could not find like precedent.

3. **Administrative Reports**

- a. None.

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

- a. Council Comments/Discussion
 - i. Council Member Foster wanted to make sure human scale is addressed. She would like for the Town Council and Planning Board to clarify items for the Downtown and possibly in the next few months have a list available for review.
 - ii. Attorney Houff reminded everyone that this is not a rezoning and the requisite 24 hour time frame for submitting comments does not apply. Also, there is no time frame for re-submission following a denial for a Special Use Zoning Site Plan.
 - iii. Mayor Horn thanked the Council for their thoughtful discussion and those that participated in the public comment period with their calls and emails whether in agreement or disagreement. You have been respectful in your comments. Mayor Horn then asked those who commented on the Town's Facebook page to go back and read those comments, to think about their comments, whether they reflect civility and did they show respect for others. Is this a model to hold up to children or the tone to use with each other.
- b. Adjournment
 - i. Having no other business to discuss, at 7:18 p.m., Council Member Sadler moved to adjourn the meeting. The motion was seconded by Council Member Smitherman and approved unanimously with a 7-0 roll call vote of ayes from Council Members Foster, Franklin, Hunt, Sadler, Smitherman, Welch and Mayor Horn.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk



Proclamation 2020006

Breast Cancer Awareness Month

WHEREAS, October is National Breast Cancer Awareness Month, since the program began; in 1985 mammography rates have more than doubled for those over the age of 50 and breast cancer deaths have declined; and

WHEREAS, National Breast Cancer Awareness Month remains dedicated to increasing public knowledge about the importance of early detection of breast cancer diagnosis and treatment; and

WHEREAS, in the United States, more than 268,000 women and approximately 2,600 men are diagnosed with breast cancer annually; and

WHEREAS, the awareness campaign sends several key messages, most notably, the importance of early detection through annual mammography screening; and

WHEREAS, early detection and regular mammogram screenings, followed by timely treatment upon diagnosis, can significantly improve a patient's chance of survival; and

WHEREAS, the American Cancer Society has searched endlessly for a cure through vital research and has the mammoth task of educating our community and all Americans of the risks of breast cancer; and

WHEREAS, research continues to better understand the safety and effectiveness of new approaches to treatment; and

WHEREAS, taking advantage of early detection methods and clinical breast exams could help the breast cancer death rate drop by approximately 30%; and

WHEREAS, the dedicated researchers are to be commended for providing quality treatment and care to women and men across the country.

NOW, THEREFORE, BE IT PROCLAIMED, that the Lewisville Town Council does hereby recognize **October 2020** as *Breast Cancer Awareness Month*; and

BE IT FURTHER PROCLAIMED, that the Lewisville Town Council urges all women, men and their families to get the facts about breast cancer and join in celebrating all successes and to memorialize lost battles.

This 8th Day of October, 2020 for the Lewisville Town Council.

Mike Horn, Mayor

Town of Lewisville

2020 Pavement Condition Survey



Council Meeting
October 1, 2020

Bob Wilson, PE



LaBella
Powered by partnership.

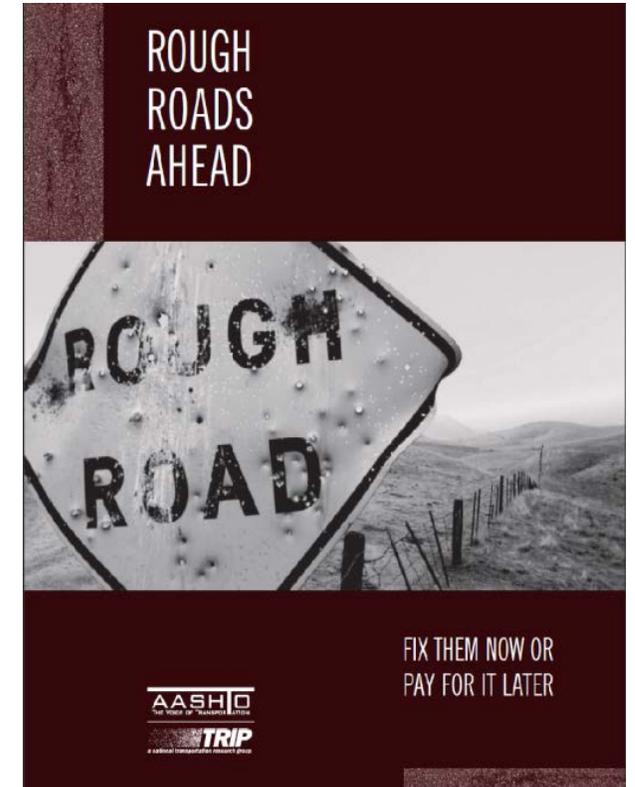
Introduction – Pavement Study

1. Lewisville maintains 56 miles of paved roads
2. LaBella finished the pavement study in August 2020
3. Data Collection
 - Eight common pavement surface distresses observed
 - Additional attributes
4. Report
 - PCR Developed
 - Maintenance activities recommended

Roadway Assets

AASHTO's Rough Roads Ahead

- USA Roadways - \$1.75 Trillion
- 4,000,000 miles of roadways
- \$437,500/mile
- Assuming an average pavement width of 24'
 - Roadway Value ~ \$31/SY
- Lewisville's streets – 686,500 SY
- Roadway assets - \$21.3 million



2009 AASHTO Publication

Data Collection: Pavement Distresses



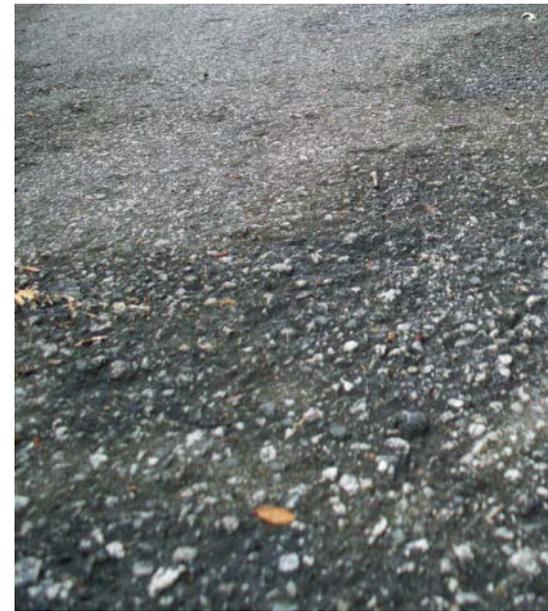
Alligator Cracking



Block Cracking



Reflective Cracking



Raveling

Data Collection: Pavement Distresses



Rutting



Patching



Bleeding



Ride Quality

Table 6
Pavement Condition
Survey Distress
Summary for Rated
Streets

Distress Items	Miles Low Volume	Miles High Volume	Total Miles	% Miles
1. Alligator Cracking				
None	43.83	4.32	48.15	85.9
Light	3.09	0.11	3.20	5.7
Moderate	0.26	0.02	0.28	0.5
Severe	4.33	0.08	4.41	7.9
2. Block Cracking				
None	10.91	3.03	13.93	24.8
Light	34.98	1.51	36.49	65.1
Moderate	4.19	0.00	4.19	7.5
Severe	1.45	0.00	1.45	2.6
3. Reflective Cracking				
None	51.52	4.53	56.06	100.0
Light	0.00	0.00	0.00	0.0
Moderate	0.00	0.00	0.00	0.0
Severe	0.00	0.00	0.00	0.0
4. Rutting				
None	50.96	4.53	55.49	99.0
Light	0.49	0.00	0.49	0.9
Moderate	0.00	0.00	0.00	0.0
Severe	0.07	0.00	0.07	0.1
5. Raveling				
None	49.95	4.53	54.48	97.2
Light	0.83	0.00	0.83	1.5
Moderate	0.74	0.00	0.74	1.3
Severe	0.00	0.00	0.00	0.0
6. Bleeding				
None	51.52	4.53	56.06	100.0
Light	0.00	0.00	0.00	0.0
Moderate	0.00	0.00	0.00	0.0
Severe	0.00	0.00	0.00	0.0
7. Ride Quality				
Average	51.10	4.53	55.63	99.2
Slightly Rough	0.35	0.00	0.35	0.6
Rough	0.07	0.00	0.07	0.1
8. Patching				
None	48.80	4.53	53.33	95.1
Light	2.39	0.00	2.39	4.3
Moderate	0.23	0.00	0.23	0.4
Severe	0.11	0.00	0.11	0.2
Total	51.53	4.53	56.06	100.00

Data Collection: Additional Attributes

- Number of lanes
- Block number
- Segment length
- Segment width
- Sidewalk
- Curb and gutter
- Asphalt height above gutter

Table 7

Deduct Values

PAVEMENT DISTRESS	SEVERITY			
	None (N)	Light (L)	Moderate (M)	Severe (S)
Alligator Cracking (AL, AM, AS) (Multiplied by percent)	0	25	60	99
Block/Trans Cracking (BK)	0	5	20	35
Reflective Cracking (RF)	0	5	10	20
Rutting (RT)	0	5	15	25
Raveling (RV)	0	5	25	35
Bleeding (BL)	0	5	15	25
Ride Quality (RQ)	0	0	10	25
Patching (PA)	0	5	10	15

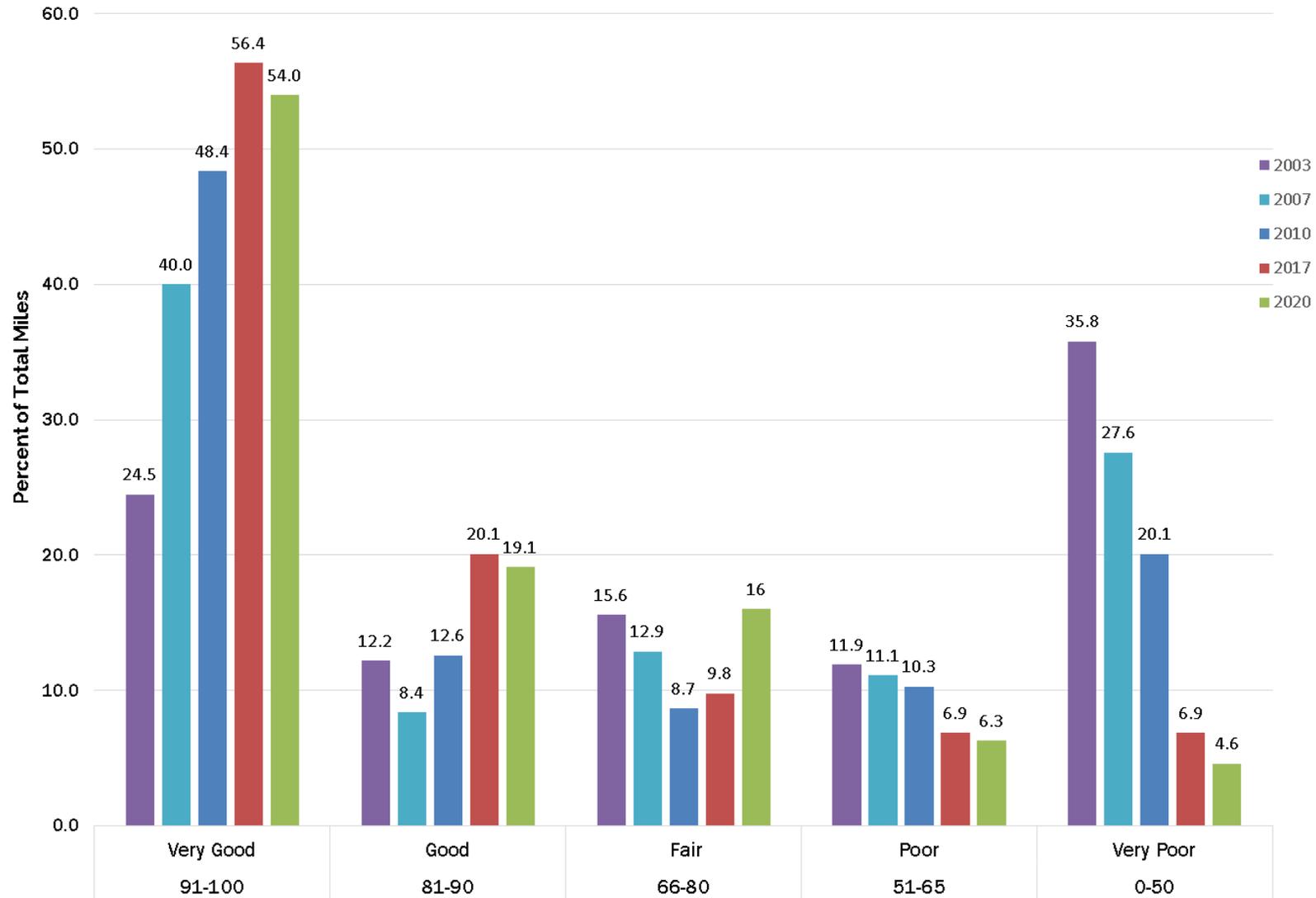
Findings

1. PCR = 84.0
2. NC Municipality Average = 80.0
3. Street System is in "Good" condition
4. PCR is above average
5. 48% of street system needs maintenance or resurfacing

Findings

6. Lewisville has a current need of \$1,630,880
 - \$1,034,240 - Routine Maintenance
 - \$596,640 - Resurfacing
 - Additional Costs – 25% to 40%
 - Raising structures, milling, administrative, etc.

**Figure 1 - Breakdown of Streets into PCR Categories
Years 2003, 2007, 2010, 2017 & 2020**



Proactive vs. Reactive Pavement Maintenance Program

Typical Pavement Deterioration Curve

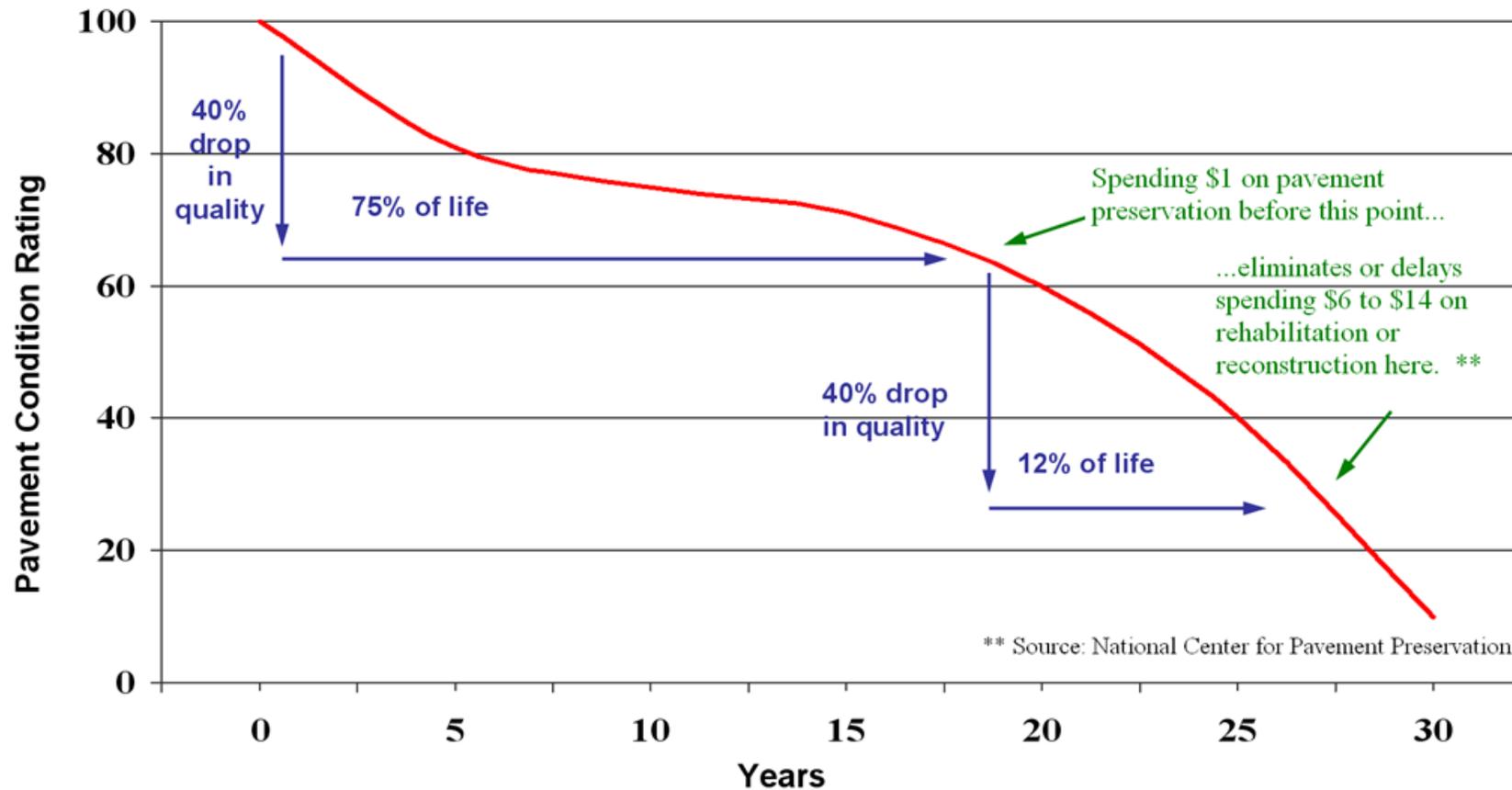




Table 8

Maintenance Activities

PAVEMENT DISTRESS	LOW VOLUME STREETS			HIGH VOLUME STREETS		
	Light (L)	Moderate (M)	Severe (S)	Light (L)	Moderate (M)	Severe (S)
Alligator Cracking (AL, AM, AS)	None	4' Wide Skin Patch	4' Wide Full-Depth Patch	None	8' Wide Skin Patch	8' Wide Full-Depth Patch
Block/Transverse Cracking (BK)	None	Crack Sealing	1.5" PM Resurfacing and BST Seal	None	Crack Sealing	1.5" PM Resurfacing and BST Seal
Reflective Cracking (RF)	None	Crack Sealing	1.5" PM Resurfacing and BST Seal	None	1.5" PM Resurfacing	1.5" PM Resurfacing and BST Seal
Rutting (RT)	None	None	1.5" PM Resurfacing	None	1.5" PM Resurfacing	1.5" PM Resurfacing
Raveling (RV)	None	Microsurfacing	Microsurfacing	None	Microsurfacing	Microsurfacing
Bleeding (BL)	None	None	Microsurfacing	None	None	Microsurfacing
Ride Quality (RQ)	None	None	1.5" PM Resurfacing	None	None	1.5" PM Resurfacing
Patching (PA)	None	None	1.5" PM Resurfacing	None	None	1.5" PM Resurfacing

Unit Costs

Table 10

Unit Costs for Maintenance Activities

ACTIVITY	COST (PER SQUARE YARD)
Crack Sealing	\$1.00
Skin Patching	\$9.75
Microsurfacing	\$3.25
Full-Depth Patch (4" Depth)	\$55.38
1.5" Plant Mix Resurfacing	\$11.16
2" Plant Mix Resurfacing	\$12.68
BST Seal (<i>also known as chip seal</i>)	\$3.00

Table 11

Summary Table of Suggested Primary Maintenance Activities for Rated Streets

Primary Activity	Miles Lo Vol	Cost Lo Vol	Miles Hi Vol	Cost Hi Vol	Total Miles	% Miles	Total Cost	Cost/Mile	% Cost
Crack Sealing	1.74	\$23,486	0.00	\$0	1.74	3.10%	\$23,486	\$13,498	1.4%
Skin Patching	0.97	\$4,446	0.14	\$1,316	1.11	1.99%	\$5,762	\$5,191	0.4%
Full-Depth Patching	20.67	\$929,691	0.54	\$29,092	21.21	37.83%	\$958,783	\$45,204	58.8%
Microsurfacing	0.35	\$46,207	0.00	\$0	0.35	0.62%	\$46,207	\$132,020	2.8%
Routine Maintenance Total (RM Total)	23.74	\$1,003,830	0.69	\$30,408	24.42	43.56%	\$1,034,238	\$42,345	63.4%
1.5" Plant Mix Asphalt Resurfacing	0.96	\$273,777	0.09	\$32,066	1.05	1.87%	\$305,843	\$291,279	18.8%
1.5" Plant Mix Asphalt Resurfacing & BST Seal	1.45	\$290,795	0.00	\$0	1.45	2.59%	\$290,795	\$200,548	17.8%
Resurface Total	2.41	\$564,572	0.09	\$32,066	2.50	4.46%	\$596,638	\$238,655	36.6%
Total Repair	26.15	\$1,568,402	0.78	\$62,474	26.93	48.02%	\$1,630,876	\$60,560	100%
None	25.38	\$0	3.75	\$0	29.14	51.98%	\$0	\$0	0%
Total System	51.53	\$1,568,402	4.53	\$62,474	56.06	100%	\$1,630,876	\$29,090	100%

Figure 2 - Average PCR
(2003, 2007, 2010, 2017 and 2020)



**FIGURE 3 - DISTRIBUTION OF MAINTENANCE NEEDS BY PRIMARY REPAIR TYPE
(% OF TOTAL MILES)**

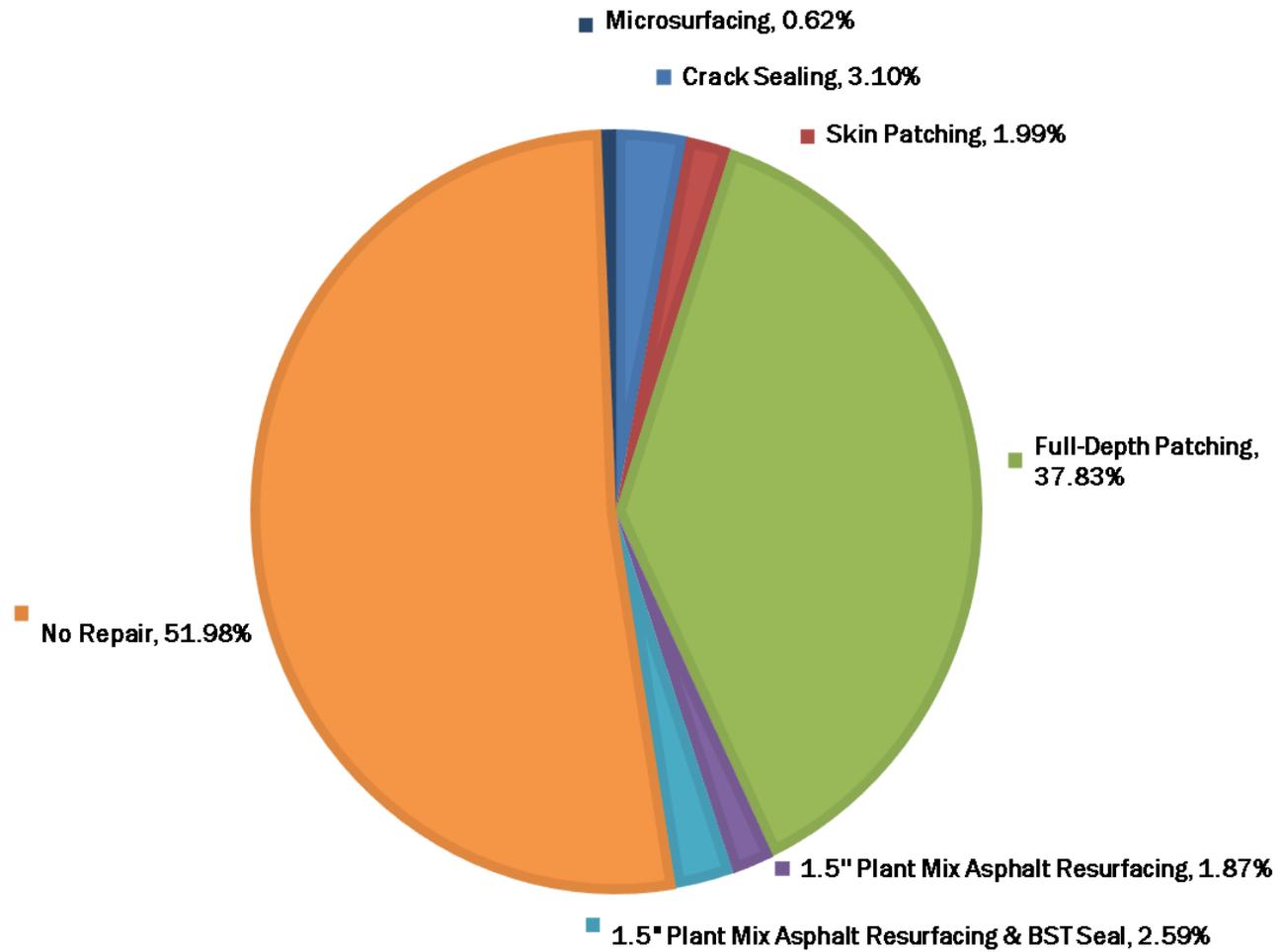


FIGURE 4 - DISTRIBUTION OF MAINTENANCE COSTS BY PRIMARY TYPE
PERCENTAGE OF TOTAL COST
TOTAL COST: \$1,630,876

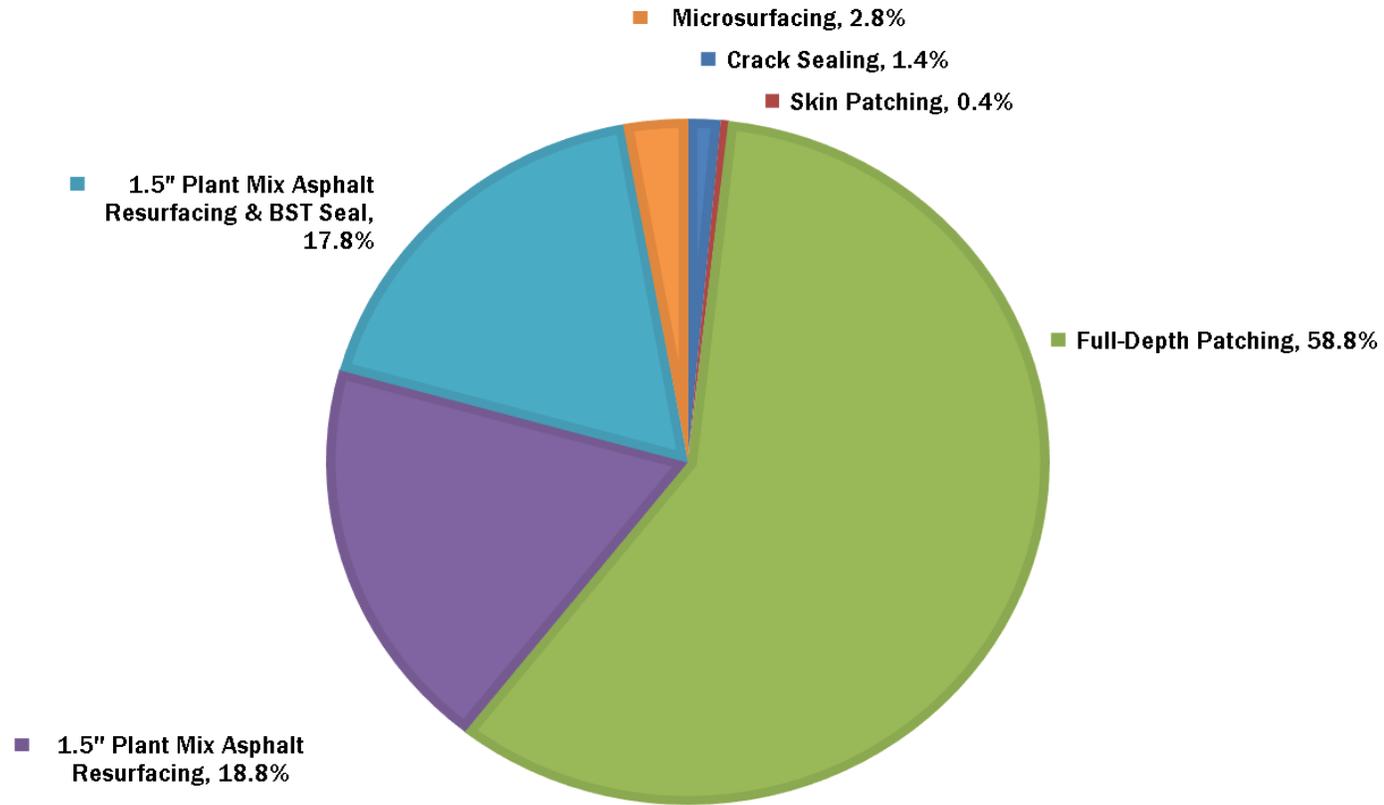
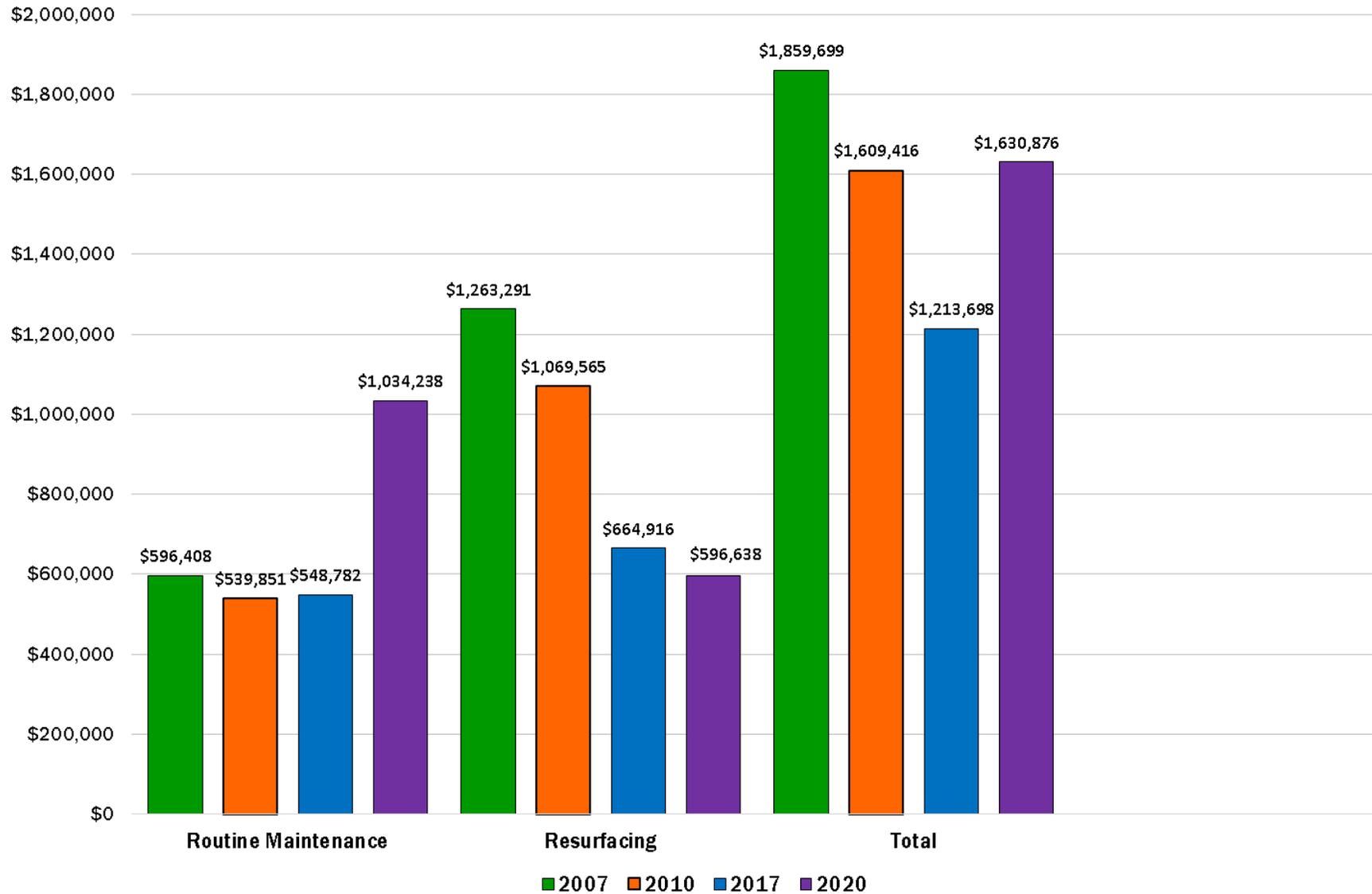


Figure 5 - Routine Maintenance vs. Resurfacing Cost



Recommendations

LaBella recommends that Lewisville dedicate its maintenance funding towards preventative maintenance practices and structural repair.

- This practice will reduce the maintenance cost per mile in future years

15-year paving cycle

- 3.7 miles per year
- \$883,000 per year *(at today's prices)*

Recommendations

Crack Sealing Required

1.74 Miles – Primary Maintenance Activity

Patching Required

Full-depth (4" depth)	16,630 SY	Cost: \$958,780 (Primary Activity)
Full-depth (4" depth)	3,607 SY	Cost: \$199,750 (Secondary Activity)
Skin Patching	591 SY	Cost: \$5,762 (Primary Activity)

Pavement Considerations

- Asphalt Deteriorates
- Awareness is Key
- Pavement Preservation
- Protect One of the Town's Largest Assets
 - Return on Investment

Questions & Answers



LaBella
Powered by partnership.

**TOWN OF LEWISVILLE
RESOLUTION 2020071 L-PBR 2020001
APPROVING LEWISVILLE PLACE SECTION V REVIEW FOR COMPLIANCE
ISSUED BY THE LEWISVILLE TOWN COUNCIL**

WHEREAS, the developer, Hubbard Realty of Winston-Salem, Inc., has requested an addition to the existing subdivision by adding Section V to Lewisville Place; and

WHEREAS, this is considered a major subdivision because the public right-of-way of Kelwyn Lane is to be extended; and

WHEREAS, approval of this review for technical compliance will consist of 3.309 acres; and

WHEREAS, this subdivision encompasses PIN 5885-73-3093; and

WHEREAS, there are seven (7) lots included in this subdivision addition; and

WHEREAS, the developer will extend Kelwyn Lane to provide for entry to six (6) of the lots with this addition; and

WHEREAS, there will be a T-turnaround provided at the end of Kelwyn Lane; and

WHEREAS, there will be one (1) lot accessed off of Lewisville-Clemmons Road; and

WHEREAS, this subdivision is in the RS-9 Zoning District with single family homes; and

WHEREAS, this site plan meets density requirements and conforms to the 2015 Lewisville Comprehensive Plan and the Legacy Development Guide for GMA-3 Suburban Neighborhoods; and

WHEREAS, the existing neighborhood was built without curb and gutter; and

WHEREAS, Chapter D of the Unified Development Ordinances (UDO) allow for continuous uniform streets; and

WHEREAS, the developer requests a waiver be granted for the extension of Kelwyn Lane to match the existing streetscape by not building curb, gutter and sidewalks; and

WHEREAS, the developer requests that the waiver to not build curb, gutter and sidewalk be extended to the property accessed via Lewisville-Clemmons Road; and

WHEREAS, the Lewisville Planning Board held its Review for Compliance on September 9, 2020 and unanimously (six members present) approved by voice vote recommending to Council for approval.

NOW THEREFORE BE IT RESOLVED THAT the Lewisville Town Council approves the Review for Compliance for PIN 5885-73-3093 Lewisville Place Section V with the following:

- The **attached letter** requesting the waiver to build curb, gutter and sidewalk is approved based on the UDO allowing the street to be uniform.

**TOWN OF LEWISVILLE
RESOLUTION 2020071 L-PBR 2020001
APPROVING LEWISVILLE PLACE SECTION V REVIEW FOR COMPLIANCE
ISSUED BY THE LEWISVILLE TOWN COUNCIL**

- The site shall be developed in accordance with Attachment “A” provided the property is developed in accordance with requirements of the Zoning Ordinance of the Unified Development Ordinances, and other applicable laws, and the following additional conditions be met:
- **PRIOR TO THE ISSUANCE OF GRADING PERMITS:**
 - A. Developer shall obtain a driveway permit from NCDOT for the property to be entered from Lewisville-Clemmons Road.
 - B. Developer shall obtain a driveway permit from the Public Works Director for the six (6) properties entered from Kelwyn Lane.
 - C. An Environmental Grading and Erosion Sedimentation Control Plan must be submitted and approved before the permit can be issued.

PRIOR TO THE SIGNING OF FINAL PLATS:

- A. All required fire hydrants shall be installed in accordance with the County Fire Department.
- B. All documents including covenants, restrictions, and homeowners association agreements shall be recorded in the office of the Register of Deeds.
- C. If the developer chooses to install street lighting, the homeowners (association) shall be responsible for the cost and maintenance of said street lights.
- D. Recording of final plats shall meet the requirements of UDO D-4.(H).

PRIOR TO THE ISSUANCE OF BUILDING PERMITS:

- A. Developer shall record a final plat in the office of the Register of Deeds.
- B. On-site fire hydrant locations shall be approved by the County Fire Department in writing to the Inspections Division.
- C. A copy of the driveway permits approved by the Public Works Director shall accompany the applications for building permits.
 - 1. Approval of driveway permit is a condition of receiving the Certificate of Occupancy (CO).

OTHER REQUIREMENTS:

- A. None.

Mike Horn,
Mayor

ATTEST:

Joyce C. McWilliams Walker
Town Clerk

MAJOR SUBDIVISION STAFF REPORT

Lewisville Place Section V

DOCKET: L-PBR 2020001
STAFF: Stacy Tolbert, Town Planner

Petitioner: Hubbard Realty of Winston-Salem, Inc.
Ownership: Hubbard Realty of Winston-Salem, Inc.

REQUEST: Preliminary Major Subdivision
A major subdivision in the RS-9 zoning district. The meeting requires technical review for compliance by the Planning Board and final approval by the Town Council.
PIN #'s: 5885-73-3093
Acreage: 3.309 acres

LOCATION:

Street: Extension of Kelwyn Lane ending in a T-turnaround. This is an extension of Lewisville Place Subdivision which is already existing.

Jurisdiction: Town of Lewisville

PROPERTY SITE/IMMEDIATE AREA:

Existing Structures on Site: The site is a vacant lot.

Adjacent uses:

- * North - Existing single family residences that access off Feldspar Lane, zoned RS-9
- * East - Existing single family residences that access off Kelwyn Lane, zoned RS-9
- * South - Part of the proposed development which fronts Lewisville-Clemmons Rd, zoned RS-9
- * West - Existing single family residences that access off Arbor Run Drive, zoned RS-9

GENERAL AREA:

Character/Maintenance: The area is made up of single family dwellings on small to medium sized lots. The area surrounding this 7 lot development is made up of established neighborhoods.

PHYSICAL FEATURES:

Topography: The site is fairly level with gentle slopes towards the northwest corner of the property.

Vegetation/habitat: The property is wooded.

Watershed: The property is not located in any watershed district.

WATER AND SEWER FACILITIES:

Public water and sewer is available to the site.

TRANSPORTATION:

Direct Access to Site: Kelwyn Lane to be extended and dedicated as public right of way.

Street Classification(s): Lewisville-Clemmons Road- Major Thoroughfare, Kelwyn Lane-Town maintained paved street.

CONFORMITY TO PLANS:

Lewisville Comprehensive Plan Update 2015 - The Plan describes this area as being single family residential and being used as medium density. The minimum lot size is 9,000 square feet. The proposed subdivision does follow these standards.

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

ANALYSIS:

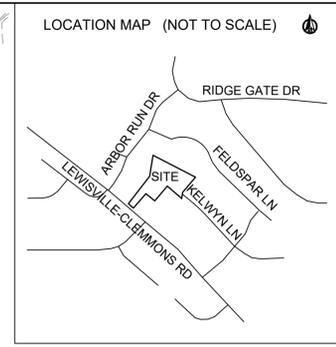
The applicant is requesting a preliminary major subdivision approval in RS-9 zoning. The preliminary major subdivision plat does adhere to the RS-9 standards.

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

1. *Sidewalks on both sides of street.*
2. Street tree requirement: 1 tree per 45 linear feet plus 1 additional tree per lot in conventional subdivision.
3. Erosion control permits shall be obtained through The City of Winston-Salem.
4. Fire and life safety infrastructure does meet NC Fire Code requirements.
5. TRC Comments must be remedied.
6. Stormwater management permits must be obtained through the Town of Lewisville before issuing building or zoning permits.
7. Exemption request for the allowance of ribbon pavement instead of curb & gutter streets and sidewalks must be approved by the Lewisville Town Council.

RECOMMENDATION:

The project does meet the overall density requirements of the RS-9 zoning district. Statements found in both the Lewisville Comprehensive Plan and Forsyth County Legacy Plan encourages higher density within a suburban/urban environment. Staff recommends approval of the Lewisville Place Section V preliminary major subdivision subject to the requirements stated above and any other Conditions placed by the Town of Lewisville Planning Board.



BEESON & CARTER, P.A.
 CIVIL ENGINEERS LAND SURVEYORS
 LAND PLANNING
 4970 US Highway 311 N #669, Walkertown, NC 27051
 OFFICE (336) 748-0071 FAX: (336) 748-0470
 WEB: www.bc-eng.com
 Corp #: C-4017

SEAL: PRELIMINARY FOR REVIEW ONLY
 038574
 10/5/2020
 DO NOT USE FOR CONSTRUCTION

- Preliminary - Do Not Use for Construction
- Final Drawing - For Review Purposes Only
- Final Drawing

PROJECT:

LEWISVILLE PLACE - SECTION V
 Single-Family Residential Subdivision
 Lewisville, NC
 Forsyth County, NC, Lewisville Township
 Pin No.: 5885-73-3093.00
 Block: 4433, Lot: 109 B
 Current DB 1141, Page 1175

CLIENT / PREPARED FOR:
 Hubbard Realty Of Winston Salem, Inc.
 Bruce Hubbard
 1598 Westbrook Plaza Drive, Suite 200
 Winston Salem NC 27103
 Ph. No.: 336.723-0303
 Email: bhubbard@hubbardcommercial.com



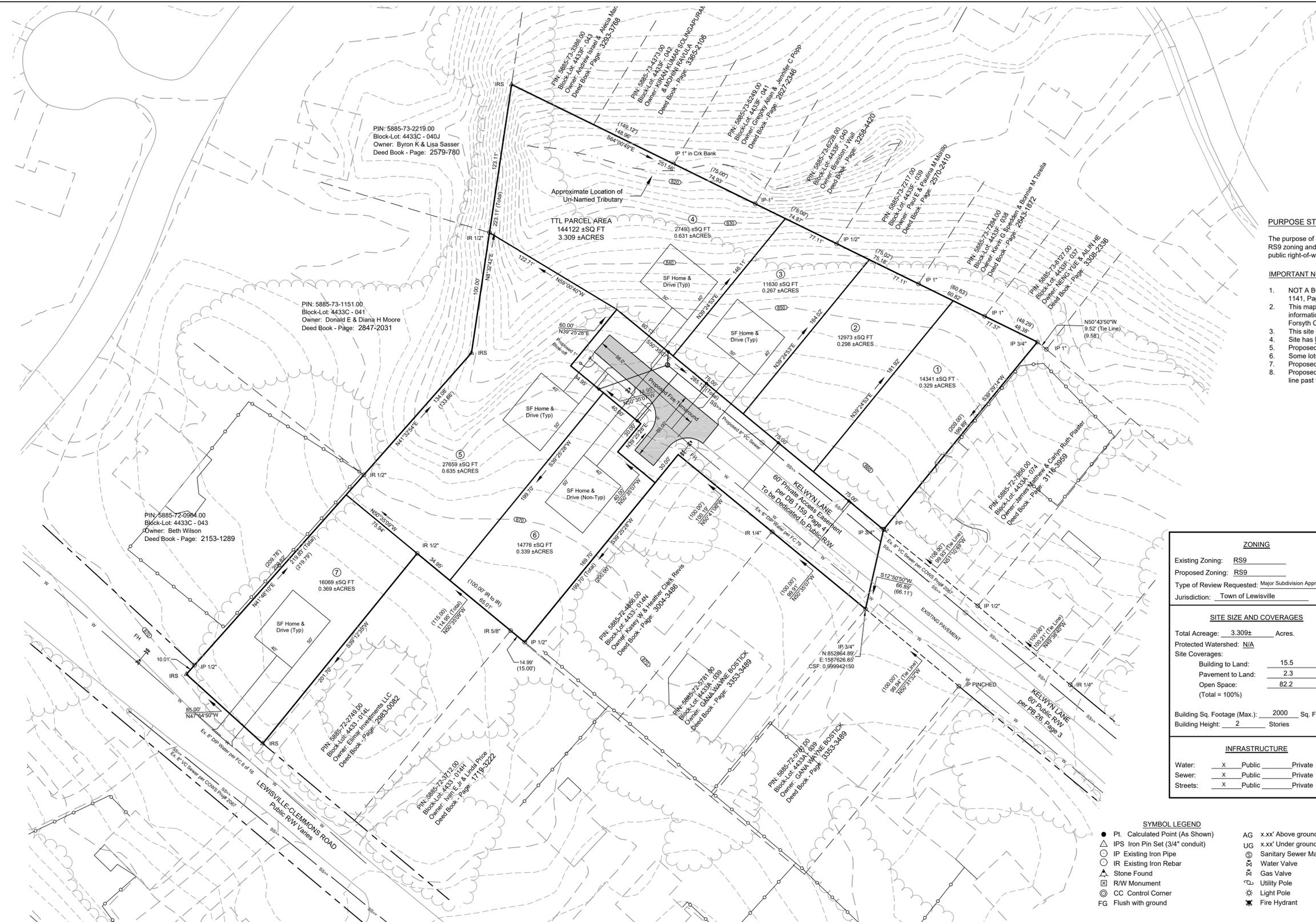
DATE: 07.02.2020
 DRAWN BY: TBC / ATC
 JOB NO.: 20-005

- REVISIONS:
- 07.08.2020 Revised lot layout using existing public sewer
 - 07.13.2020 Revised lot layout, utilities & coverage table
 - 10.05.2020 Revised parking calcs

SCALE: 1" = 40'

SHEET TITLE:
PRELIMINARY SITE PLAN

© Beeson & Carter, P.A.
 SHEET NO.:
SP-1



PURPOSE STATEMENT :

The purpose of this plat is to create a subdivision of property under existing RS9 zoning and to dedicate the existing 60' private access easement to public right-of-way.

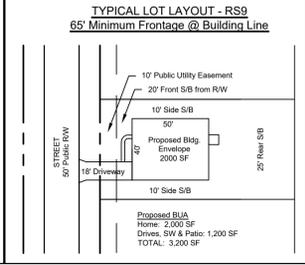
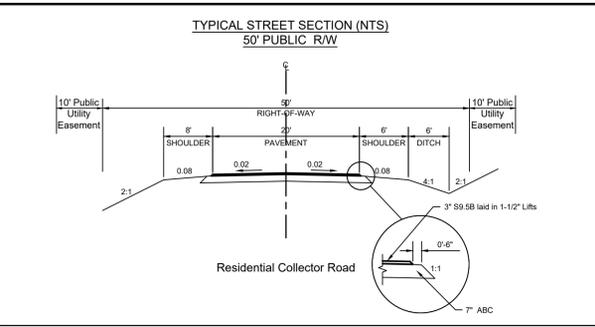
IMPORTANT NOTES:

1. NOT A BOUNDARY SURVEY. Boundary shown is from Deed Book 1141, Page 1175.
2. This map is a compilation of information from survey, deeds, county tax information, structures and topographic information furnished by the Forsyth County GIS.
3. This site is NOT located in a watershed.
4. Site has NO FEMA designated flood area.
5. Proposed fire department turnaround to end of street.
6. Some lots may require a sewer pump to street gravity connection.
7. Proposed sewer extension to service increased lot count.
8. Proposed 1' blow-off at end of existing line to provided ability to clear line past the existing hydrant.

<p>ZONING</p> <p>Existing Zoning: RS9 Proposed Zoning: RS9 Type of Review Requested: Major Subdivision Approval Jurisdiction: Town of Lewisville</p>	<p>OFF-STREET PARKING</p> <p>Proposed Uses: Single Family Residential Parking Calc.: 2 Spaces/ Lot Required Parking: 14 Spaces. Parking Provided: 14 Spaces.</p>
<p>SITE SIZE AND COVERAGES</p> <p>Total Acreage: 3.309± Acres. Protected Watershed: N/A Site Coverages: Building to Land: 15.5 % Pavement to Land: 2.3 % Open Space: 82.2 % (Total = 100%)</p> <p>Building Sq. Footage (Max.): 2000 Sq. Ft. Building Height: 2 Stories</p>	<p>OFF-STREET LOADING (if applicable)</p> <p>Req'd Load/Unload Spaces: _____ Load/Unload Spaces Provided: _____ Size: _____ ft. x _____ ft.</p> <p>BUFFERYARDS (if applicable)</p> <p>Adjoining Zoning: RS9 Type Required: None Width Provided: N/A Fence Option: N/A Yes No</p>
<p>INFRASTRUCTURE</p> <p>Water: _____ x _____ Public _____ Private Sewer: _____ x _____ Public _____ Private Streets: _____ x _____ Public _____ Private</p>	<p>DENSITY CALCULATIONS (if applicable)</p> <p>Number of Units or Lots: 7 Units/Lots Density: 2.1 Units/Acre or Lots/Acre (0.47 Acres/Unit or Acres/Lot)</p>

- SYMBOL LEGEND**
- Pt. Calculated Point (As Shown)
 - ▲ IPS Iron Pin Set (3/4" conduit)
 - IP Existing Iron Pipe
 - IR Existing Iron Rebar
 - ⊠ Stone Found
 - ⊠ R/W Monument
 - ⊙ CC Control Corner
 - FG Flush with ground
 - AG x.xx' Above ground (Distance in ft.)
 - UG x.xx' Under ground (Distance in ft.)
 - ⊙ Sanitary Sewer Manhole
 - ⊙ Water Valve
 - ⊙ Gas Valve
 - ⊙ Utility Pole
 - ⊙ Light Pole
 - ⊙ Fire Hydrant

- LINE LEGEND**
- Line Surveyed
 - - - Line by Deed
 - · - Line Not Surveyed
 - · - Tie Line
 - · - Stream
 - · - Easement Line
 - · - Easement CL
 - · - Right-of-Way
 - · - Water Main
 - · - Sanitary Sewer Main
 - · - Gas Main
 - · - Telephone
 - · - Ditch Line
 - · - Overhead Electrical





August 26, 2020

Lewisville Town Council
C/O Stacy Tolbert, Town Planner
Via email: planner@lewisvillenc.net

**RE: REQUEST FOR EXEMPTION FROM CURB AND GUTTER AND SIDEWALK
STANDARD REQUIREMENTS – LEWISVILLE PLACE SECTION V / KELWYN LANE**

Mrs. Tolbert:

This request is in conjunction with the submission for a major subdivision approval to create seven (7) lots for the 3.3 acre remainder at the existing terminus of Kelwyn Lane. The site plan submission shows an extension of approximately 100' of roadway at the terminus of the existing Kelwyn Lane. The existing subdivision was previously constructed using ribbon pavement streets with no sidewalks. The site plan proposes a ribbon pavement width of 20' and no sidewalks along the street extension. We understand that this plan may not meet the requirements of your development ordinance.

The continuation of ribbon pavement with no sidewalks is proposed to provide a uniform street section for the final 100' of the public street development. The Town of Lewisville UDO Chapter D language generally supports the continuous, uniform, and consistent development of the street system and infrastructure for residential subdivisions. It further indicates in Section B, development standards, that all streets shall meet NCDOT standards and that new public residential streets shall require either valley or conventional curb and gutter streets. As a limited extension of an existing street, we are requesting a reasonable standard of continuation of the existing ribbon pavement street section to meet NCDOT standards be granted. Additionally, the final section of development is low density with 2.1 lots/acre. The use of ribbon pavement assists in further reducing the stormwater and water quality impacts for this final development of the site.

The Town's Major Subdivision regulations, Chapter D.4-(C)(5) allows the Elected Body to "approve the subdivision with conditions as authorized in Section B.6-1.3(A)(1) and as recommended by the Staff or added and/or revised by the Elected Body at the meeting". We respectfully request that our plan be conditionally approved with ribbon pavement streets meeting NCDOT requirements. The thoughtful consideration of this request is very much appreciated.

Kindest Regards,

Alex Carter, PE

CC: Bruce Hubbard, Hubbard Realty of Winston Salem, Inc

**RESOLUTION 2020062 OF THE LEWISVILLE TOWN COUNCIL
SETTING A PUBLIC HEARING TO RECEIVE COMMENTS
ON UDO L-161 AMENDING THE UDO**

WHEREAS, the Lewisville Planning Board held its public hearing on September 9, 2020 on the draft amendment to amend Chapter B Article II (I) of the Unified Development Ordinances pertaining to amending the waiver requirements of the Pedestrian Connections Overlay; 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, on Thursday, November 12, 2020 for the purpose of receiving public comment concerning this request.

Adopted this the 8th Day of October, 2020 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

**RESOLUTION 2020063 OF THE LEWISVILLE TOWN COUNCIL
SETTING A PUBLIC HEARING TO RECEIVE COMMENTS
ON UDO L-162 AMENDING THE UDO**

WHEREAS, the Lewisville Planning Board held its public hearing on September 9, 2020 on the draft amendment to amend Chapter B Article II (I) of the Unified Development Ordinances pertaining to references in Chapter A, Definitions; Chapter B Article II (H) boundary information; and adopting official map of Downtown; 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, on Thursday, November 12, 2020 for the purpose of receiving public comment concerning this request.

Adopted this the 8th Day of October, 2020 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

Town of Lewisville

**Budget Amendment Ordinance 2020044
Amending Budget Ordinance 2020001**

Finance Department Use Only
<i>Budget Amendment Number: # 8</i>
<i>Finance Officer: PAM ORRELL</i>

<i>DEBIT</i>			<i>CREDIT</i>		
<i>CODE</i>	<i>ACCOUNT DESCRIPTION</i>	<i>AMOUNT</i>	<i>CODE</i>	<i>ACCOUNT DESCRIPTION</i>	<i>AMOUNT</i>
10-00-5700-6001	General Fund Storm water - Drainage Repairs	\$20,000.00	10-00-3990-9000	General Fund Fund Balance Appropriated	\$20,000.00

To increase the appropriation in the budget for stormwater drainage repairs

RECOMMENDED By: Pam Orrell
Town Finance Officer

Approved and effective upon adoption, this the 8th day of October, 2020 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

**ORDINANCE 2020045 OF THE LEWISVILLE TOWN COUNCIL
DECLARING A ROAD CLOSURE FOR A CHRISTMAS PARADE**

WHEREAS, the Town Council of Town of Lewisville acknowledges a long tradition of an annual Christmas parade provided by the Lewisville Civic Club for the pleasure of its citizens; and

WHEREAS, this year, this ordinance is being prepared in the event that COVID-19 pandemic crowd gatherings will be lifted by the Governor; and

WHEREAS, it is prudent that emergency organizations be prepared in the event that the parade will be held; and

WHEREAS, the Town Council of the Town of Lewisville acknowledges a parade requires approximately one and one half (1.5) hours to install signing and traffic control, and also requires approximately one and one half (1.5) hours for removing signs, traffic control and minimal litter pickup; and

WHEREAS, full litter removal will be completed by contract the following day; and

WHEREAS, roads will close to *through* traffic at 2:30 p.m.; and

WHEREAS, law enforcement agencies and emergency services have been notified of the closure; and

WHEREAS, roads will be opened at the conclusion of the parade; and

WHEREAS, the North Carolina Department of Transportation has reviewed the route cited below and determined that there are no DOT projects or maintenance activities scheduled for the date of the parade.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Lewisville, pursuant to the authority granted by G.S. 20-169, that they do hereby declare a temporary road closure during the day and times set forth below on the following described portion(s) of a State Highway System route:

Date: Sunday, December 13, 2020

Times: 1:30 p.m. to 5:30 p.m.

Route Description: Lewisville-Vienna Road (SR 1308) from the Great Wagon Road to Shallowford Road (SR 1001); from Shallowford Road (SR 1001) to the Williams Road/Shallowford Road Roundabout; right onto continuation of Shallowford Road (SR 1001) to right onto Belnette Drive (local); right onto David McKee Street (local); and left onto the Great Wagon Road (local).

Additional Closures: * Lewisville-Vienna Road (SR 1308) from Jennings Road/Grapevine Road (SR 1307) to the Great Wagon Road at Lewisville-Vienna Road for emergency services staging.

* Streets along Shallowford Road: Great Wagon Road, Esso Lane, Conrad Circle, Shallowford Village Court, Styers Street, Lewisville-Clemmons Road, North Street and inclusive neighborhood, Lucy Lane, Arrow Leaf Drive, David McKee Street, Mock

**ORDINANCE 2020045 OF THE LEWISVILLE TOWN COUNCIL
DECLARING A ROAD CLOSURE FOR A CHRISTMAS PARADE**

Garden Lane, Sunny Acres Drive, Belnette Drive and Brookside Drive and inclusive neighborhood.

This ordinance is to become effective when signs are erected giving notice of the limits and times of the parade and implementation of adequate traffic control to guide *through* vehicles around the parade route.

Adopted this the 8th Day of October, 2020 by the Lewisville Town Council.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

Joyce Walker

From: Couch, John P <jpcouch@ncdot.gov>
Sent: Wednesday, September 23, 2020 11:33 AM
To: Joyce Walker
Subject: RE: [External] Letter re 20-169 for possible Christmas Parade

Joyce,

We do not have any maintenance activities that would interfere with this event.

JP

From: Joyce Walker <townclerk@lewisvillenc.net>
Sent: Wednesday, September 23, 2020 10:41 AM
To: Couch, John P <jpcouch@ncdot.gov>
Subject: [External] Letter re 20-169 for possible Christmas Parade

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to report_spam@nc.gov

Good morning, J. P. We didn't want to wait until Christmas is upon us and the number for crowd gathering has been changed to allow large mass gatherings. To be on the safe side, I thought it best to keep to our regular routine "just in case" and we will be prepared. Thanks for your attention

Joyce M. Walker, MMC, NCCMC, NAGARA 
Town Clerk
NCAMC District 9 Director



Town of Lewisville
6510 Shallowford Road
PO Box 547
Lewisville, NC 27023
336-945-5558 x1022
336-945-1022 (Direct Dial)
336-945-5531 (fax)
336-399-7376 (cell)

www.lewisvillenc.net
townclerk@lewisvillenc.net

Town Motto: "Shallow Fords to Great Heights"
Life is like riding a bicycle. To keep your balance you must keep moving.

----Albert Einstein_





TOWN OF LEWISVILLE

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

September 17, 2020

J. P. Couch, PE
Highway Division 9
North Carolina Department of Transportation
375 Silas Creek Parkway
Winston-Salem, North Carolina 27127

Mr. Couch,

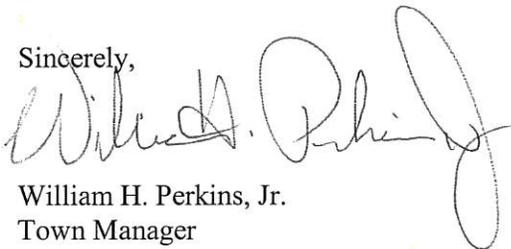
This is notification, as directed by §20-169, of Town of Lewisville's planned Christmas Parade celebration scheduled for Sunday, December 13, 2020 on Shallowford Road (SR 1001), of course depending on any executive orders from the Governor relating to the COVID-19 pandemic.

Our plans are to close Shallowford Road from the Great Wagon Road (local) {the section behind the Roller Mill} to Shallowford Road (SR 1001); from Shallowford Road (SR1001) to the Williams Road/Shallowford Road Roundabout; right onto continuation of Shallowford Road (SR1001) to right onto Belnette Drive (local). We will also be closing Lewisville-Vienna Road (SR 1308) from Jennings Road (local)/Grapevine Road (SR 1307) to the Great Wagon Road for emergency services staging. In addition, access to Shallowford Road (SR 1001) from Lewisville-Clemmons Road (SR 1156) during this time frame will be prohibited. The road closure will take place from approximately 1:30 p.m. to 5:30 p.m. depending on the length of the parade.

We would appreciate any feedback as to whether or not your division is aware of any special events scheduled for that location, have any maintenance or other activities planned for that area, or have any other concerns during the time of our celebration.

If you have any questions, please contact me at 336-945-1028 or whperkins@lewisvillenc.net.

Sincerely,



William H. Perkins, Jr.
Town Manager

**RESOLUTION 2020064 OF THE LEWISVILLE TOWN COUNCIL
ADOPTING A TITLE VI POLICY FOR THE TOWN OF LEWISVILLE TO PROHIBIT
DISCRIMINATION IN PROGRAMS, SERVICES AND ACTIVITIES
RECEIVING FEDERAL FINANCIAL ASSISTANCE**

WHEREAS, in 1964, Congress enacted the Civil Rights Act of 1964, which included that section labeled Title VI which prohibits discrimination in any activity which is financed by federal funds or receives federal financial assistance; and

WHEREAS, since the adoption of Title VI, additional federal regulations and court decisions have further refined the definition of "federal financial assistance" and what entities are affected and controlled by Title VI; and

WHEREAS, the Town of Lewisville has no formal policy in place for defining and preventing discrimination in the activities and for the entities Title VI affects; and

WHEREAS, the interpretation and application are not intuitive or readily understood, requiring an understanding of what "federal financial assistance" might be in any particular situation and what persons or entities must comply with Title VI; and

WHEREAS, a policy and procedure for reporting violations will provide guidelines for the Town, Town Departments and private persons and companies doing business with the Town and receiving federal financial assistance.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Lewisville that the attached "Title VI Policy" is hereby adopted as the official policy of the Town of Lewisville for applying, reporting and enforcing Title VI of the Civil Rights Act of 1964.

IT IS FURTHER RESOLVED that the Town Manager is authorized to approve this policy on a yearly basis if no changes are made to it.

Adopted this, the 8th day of October, 2020 by the Lewisville Town Council.

Mike Horn, Mayor

ATTEST:

Joyce C. McWilliams Walker, Town Clerk

**RESOLUTION 2020064 OF THE LEWISVILLE TOWN COUNCIL
ADOPTING A TITLE VI POLICY FOR THE TOWN OF LEWISVILLE TO PROHIBIT
DISCRIMINATION IN PROGRAMS, SERVICES AND ACTIVITIES
RECEIVING FEDERAL FINANCIAL ASSISTANCE**

Title VI Nondiscrimination Policy Statement

It is the policy of the Town of Lewisville to ensure that no person, shall, on the grounds of race, color, national origin, Limited English Proficiency, income-level, sex, sexual orientation, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town of Lewisville program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964, United States Department of Transportation (DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) Part 21, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities.

The following practices are hereby prohibited throughout the Town of Lewisville to comply, at a minimum, with Title VI and related requirements:

- Denying to an individual any standard service, financial aid, or other program benefit without good cause;
- Providing any service, financial aid, or other benefit to a person which is distinct in quantity or quality, or is provided in a different manner, from that provided to others under the program;
- Subjecting a person to segregation or separate treatment in any part of a program;
- Restrictions in the enjoyment of any advantages, privileges, or other benefits enjoyed by others;
- Different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual or other integral activities;
- Methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
- Acts of intimidation or retaliation, including threatening, coercing, or discrimination against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because s/he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing;
- Discrimination in any employment resulting from a program, a primary objective of which is to provide employment.

To assure that appropriate program measures are implemented and monitored, the position of Town Clerk has been designated as the Town of Lewisville's Title VI Coordinator. Town Clerk Joyce Walker may be contacted at townclerk@lewisvillenc.net, 336-945-1022 direct line, or mailing to PO Box 547, Lewisville, NC 27023. As an expression of my commitment to and support of the Town's Title VI Nondiscrimination Program, below is my signature as the Lewisville Town Manager.

William H. Perkins, Jr. Town Manager

Date

**RESOLUTION 2020064 OF THE LEWISVILLE TOWN COUNCIL
ADOPTING A TITLE VI POLICY FOR THE TOWN OF LEWISVILLE TO PROHIBIT
DISCRIMINATION IN PROGRAMS, SERVICES AND ACTIVITIES
RECEIVING FEDERAL FINANCIAL ASSISTANCE**

**TOWN OF LEWISVILLE
EXTERNAL DISCRIMINATION COMPLAINT INSTRUCTIONS**

INTRODUCTION

The Town of Lewisville is responsible for processing discrimination complaints filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws. Participants and beneficiaries of programs and activities administered or funded by the Town of Lewisville who feel they have been discriminated against based on race, color, national origin, income level, Limited English Proficiency (LEP), sex, age, or disability have a right to file a complaint. Complaints of alleged discrimination will be investigated by the appropriate authority, such as Electronic Code Reporting (ECR), a Federal agency.

Note: Religion is only covered under NCDOT's Right of Way program, (Fair Housing) and programs funded by the Federal Aviation Administration (FAA) or Federal Transit Administration (FTA).

FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to Town of Lewisville programs, activities, and services. Note: Title VI does not include internal complaints related to Equal Employment Opportunity (EEO).
2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination based on race, color, national origin, income level, LEP, sex, age, or disability (and religion, where applicable) may file a written complaint with the Town of Lewisville's Title VI Coordinator. The law also prohibits intimidation or retaliation against anyone who files a complaint.
3. **Filing Options and Time Limits** – Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - a. The date of the alleged act of discrimination; or
 - b. The date when the person(s) became aware of the alleged discrimination; or
 - c. Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.
4. Title VI and related discrimination complaints may be submitted to the following entities:
 - a. **North Carolina Department of Transportation**, Office of Civil Rights, External Civil Rights, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll-free 800-522-0453
 - b. **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590, 202-366-4070
 - i. **Federal Highway Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693/202-366-0752
 - ii. **Federal Highway Administration**, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

**RESOLUTION 2020064 OF THE LEWISVILLE TOWN COUNCIL
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DISCRIMINATION IN PROGRAMS, SERVICES AND ACTIVITIES
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- iii. **Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - iv. **Federal Motor Carrier Safety Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, Room #W65-312, Washington, DC 20591, 202-366-8810
 - v. **Federal Aviation Administration**, Office of Civil Rights, 800 Independence Avenue, SW, Washington, SC 2591, 202-267-3258
 - c. **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll-free 877-218-5228
5. **Format for Complaints** – Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant’s name, address, and telephone number. Complaints received by fax or email will be acknowledged and processed. Complaints will be accepted in other languages, including Braille. (See Discrimination Complaint Form included below.)
6. **Complaint Basis** - Allegations must be based on issues involving race, color, national origin, income level, LEP, sex, age, or disability, and religion, where applicable. The term “basis” refers to the complainant’s membership in a protected group category. Note: Religion (or creed) is only protected under Right of Way, Public Transportation, and Aviation programs.

Protected Categories	Definition	Examples	Pertinent Statutes and Regulations	
			FHWA	FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; (Executive Order 13166)	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B; (Executive Order 13166)
Color	Color of skin, including shade of skin within a racial group	Black, White, Brown, Yellow, etc.		
National Origin (LEP)	Place of birth. Citizenship is not a factor (Discrimination based on language or a person’s accent is also covered.)	Mexican, Cuban, Japanese, Vietnamese, Chinese, Russian, French.		

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Income level	An individual or household determined to be low-income	Poverty status	Executive Order 12898	
Sex	The sex of an individual. Note: Sex under this program does not include sexual orientation	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Person of any age	21-year-old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	
Religion	Creed. An individual belonging to a religious group; or the perception, based usually on distinguishable characteristics that a person is a member of a religious group	Muslim, Christian, Sikh, Hindu, etc.	Title VIII of the Civil Rights Act of 1968 (Fair Housing Act); 49 USC 47123 (FAA); 49 USC 5332 (FTA)	

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COMPLAINT RECEIPT AND RESPONSE

1. The Town of Lewisville's Title VI Coordinator will provide written acknowledgment via registered mail of your complaint within fifteen (15) calendar days.
2. The Town of Lewisville will review the complaint upon receipt to ensure the required information was provided, the complaint was timely filed, and jurisdictional requirements were met.
 - a. If the complaint is complete and no additional information is needed, the Town of Lewisville Title VI Coordinator will send a letter of acceptance as well as a Complainant Consent/Release Form.
 - b. If the complaint is incomplete, the complainant will be contacted in writing to obtain the needed information. Note: Failure to respond and/or provide the requested information within fifteen (15) calendar days may be considered good cause for a determination of no investigative merit.
3. Within fifteen (15) calendar days of receiving the complaint, the Town of Lewisville will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) days of this decision, the Town of Lewisville will notify the complainant and Respondent (the person(s) against whom you have filed the complaint) via registered mail, stating the decision.
 - a. If the decision is not to investigate the complaint, the notification shall specifically state the reasons for the decision.
 - b. If the decision is to investigate the complaint, the notification shall state the grounds of the Town's jurisdiction and require the complainant's and the Respondent's full cooperation in assisting the investigator.
 - c. Interviews may be recorded during the investigation. Consent to record may be required if the interviewee is located outside of North Carolina.
4. The Town of Lewisville will attempt to resolve all discrimination complaints within 60 days of accepting the complaint for investigation. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation between the affected parties and Town of Lewisville staff may be utilized for resolution. The Town will make known all filing options and avenues of appeal.

**RESOLUTION 2020064 OF THE LEWISVILLE TOWN COUNCIL
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DISCRIMINATION IN PROGRAMS, SERVICES AND ACTIVITIES
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DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, sex, age, national origin, disability, income-level, or Limited English Proficiency may file a written complaint with the Town of Lewisville Title VI Coordinator within 180 days after the discrimination occurred.			
Last Name:	First Name:	<input type="checkbox"/> Male	<input type="checkbox"/> Female
Mailing Address:	City:	State:	Zip:
Home Telephone:	Work/Cell Phone:	Email Address:	
<p>Identify the Category of Discrimination:</p> <p> <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> LIMITED ENGLISH PROFICIENCY <input type="checkbox"/> RELIGION <input type="checkbox"/> DISABILITY <input type="checkbox"/> SEX <input type="checkbox"/> INCOME LEVEL <input type="checkbox"/> AGE </p> <p>NOTE: Religion is covered as a basis only under NCDOT's Right of Way Unit, (Fair Housing) and Public Transportation and Aviation Division.</p>			
<p>Identify the Race of the Complainant:</p> <p> <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Alaskan Native <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Other _____ </p>			
Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination:			
Names of individuals responsible for the alleged discriminatory action(s):			
How were you allegedly discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. Attach additional page(s) if necessary.			

**RESOLUTION 2020064 OF THE LEWISVILLE TOWN COUNCIL
ADOPTING A TITLE VI POLICY FOR THE TOWN OF LEWISVILLE TO PROHIBIT
DISCRIMINATION IN PROGRAMS, SERVICES AND ACTIVITIES
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The law prohibits intimidation or retaliation against anyone because he/she either has taken action, or participated in action, to secure rights protected by these laws. If you feel you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation. Attach additional page(s) if necessary.

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support and/or to clarify your complaint. Attach additional page(s) if necessary.

Name	Address	Telephone
------	---------	-----------

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

Federal Highway Administration _____
 Federal Transit Administration _____
 Federal Motor Carrier Safety Administration _____
 US Department of Transportation _____
 Federal or State Court _____
 NC Department of Transportation _____
 Other _____

Have you discussed the complaint with any Town of Lewisville representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

**RESOLUTION 2020064 OF THE LEWISVILLE TOWN COUNCIL
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Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

**AN UNSIGNED COMPLAINT WILL NOT BE ACCEPTED. PLEASE SIGN AND DATE THE FORM
BELOW.**

COMPLAINANT'S SIGNATURE

DATE

MAIL COMPLAINT FORM TO:

Town of Lewisville
Title VI Coordinator
PO Box 547
Lewisville, NC 27023
336-945-1022

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Referred to: _____

Date Referred: _____

Town of Lewisville

**Budget Amendment Ordinance 2020046
Amending Budget Ordinance 2020001**

Finance Department Use Only
<i>Budget Amendment Number: #9</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	
10-20-5600-6000	Streets - Contracted Services	\$20,050.00	10-00-3990-9000	Fund Balance Appropriated	\$23,175.00
10-20-5600-6000	Streets - Contracted Services	\$3,125.00			

To budget for electrical repairs to be performed in conjunction with the sidewalk repairs (\$20,050) and to budget for traffic control needed in conjunction with the sidewalk repairs (\$3,125)

RECOMMENDED By: Pam Orrell
Town Finance Officer

Approved and effective upon adoption, this the 8th day of October, 2020 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

Town of Lewisville

**Budget Amendment Ordinance 2020047
Amending Budget Ordinance 2020001**

Finance Department Use Only
<i>Budget Amendment Number: #10</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>
10-00-5650-6250	General Fund Powell Bill - Sidewalk Repairs	\$3,600.00	10-00-3990-9000	General Fund Fund Balance Appropriated	\$3,600.00

To increase the appropriation for sidewalk repairs in the Powell Bill Department to cover the cost of sidewalk repairs in the Downtown area

RECOMMENDED By: Pam Orrell
Town Finance Officer

Approved and effective upon adoption, this the 8th day of October, 2020 by the Lewisville Town Council.

APPROVED: _____
Mike Horn, Mayor

ATTEST: _____
Joyce C. McWilliams Walker, Town Clerk

**RESOLUTION 2020067 OF THE LEWISVILLE TOWN COUNCIL
AWARDING CONTRACT FOR SIDEWALK REPAIRS
IN THE DOWNTOWN AREA**

WHEREAS, the Public Works Department monitors Town sidewalks for hazards; and

WHEREAS, the sidewalks located on Shallowford Road , Lucy Lane and around Shallowford Square have been identified as those requiring repairs; and

WHEREAS, the Scope of Work for the removal and replacement of the sidewalk is in the contract attached hereto; and

WHEREAS, Atlantic Coast Concrete was selected to complete this project.

NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Town Manager is authorized to award the contract attached hereto to Atlantic Coast Concrete of Clemmons, NC for an amount not to exceed \$15,800.⁰⁰ (Fifteen thousand eight hundred dollars and no cents) to provide this needed service.

Resolved, approved and effective upon adoption, this the 8th day of October, 2020 by the Lewisville Town Council.

Mike Horn,
Mayor

ATTEST:

Joyce C. McWilliams Walker
Town Clerk

TOWN OF LEWISVILLE CONTRACT
Atlantic Coast Concrete-Downtown Lewisville Concrete Repairs

1 Contractor Billing Name and Address:

Atlantic Coast Concrete
4530 Clover Drive
Clemmons, NC 27102
Tom Dombalis
(336) 399-9667

*Vendor
2009*

2 Scope of Work:

2.1 Contractor proposes to furnish all the necessary materials, equipment, supervision, and labor to complete the following work, as described in the attached quote from the contractor.

2.2 Areas of repair are along Shallowford Road, Lucy Lane and around Shallowford Square. All these repair areas are in the right of way of the road. Contractor's quote is a part of this contract and shall be used as reference.

3 Independent Contractor:

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

4 Insurance:

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

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

4.1.2 Employer's Liability at or above \$500,000 (Five 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,

TOWN OF LEWISVILLE CONTRACT

Atlantic Coast Concrete-Downtown Lewisville Concrete Repairs

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 November 15th, 2020.

6.3 Contract Extension -The parties agree that by mutual consent, each expressed in writing and received at least ten (10) day(s) before the termination contract period, that this Contract may be extended for an additional day upon the same terms and conditions as set forth in this Contract.-

6.4 Exclusive Right -The Town, as grantor, does not grant the Contractor, as grantee, the exclusive right during the term of this Contract to be the Town's Contractor for storm drain services.

6.5 Compliance with Applicable Laws -The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall conduct the specified renovation as provided for by this Contract in compliance with all applicable federal, state and local regulations and laws including the OSHA standards set and enforced by the Department of Labor. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

6.6 Bankruptcy -"Insolvent" for the purposes of this clause shall mean the party's inability to pay its debts as they mature.

6.6.1 The party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the Contract with ten (10) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy.

6.6.2 The Town shall not be bound to the contract by an insolvent Contractor's trustee or receiver.

6.6.3 In the event of the Contractor's bankruptcy, the Town will have the same remedies as provided for Breach of Contract.

6.7 Breach of Contract -If the Contractor fails to comply with applicable Federal, State, or Local Laws or regulations the Contractor will be in default and the Town may immediately terminate the Contract without notice. The Town may seek any or all remedies available at law or in equity. If the Contractor fails to perform, or fails to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, its obligations hereunder, the Town shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such demand, the Contractor must return to the Town a written statement that explains reasons for nonperformance, or delayed, partial or substandard performance during that period and any continuation thereof. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Town may, except under conditions of Force Majeure, terminate this Contract and, shall have any and all remedies available at law or in equity.

6.8 Force Majeure

6.8.1 Neither the Contractor nor the Town shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fine, accident, act of God or other similar contingency beyond the reasonable control of the Contractor or Town.

6.8.2 If such circumstances persist for more than ten (10) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of ten (10) days, he or the Town may terminate this Contract

TOWN OF LEWISVILLE CONTRACT

Atlantic Coast Concrete-Downtown Lewisville Concrete Repairs

- 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.
- 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
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TOWN OF LEWISVILLE CONTRACT

Atlantic Coast Concrete-Downtown Lewisville Concrete Repairs

the requirements of this Contract.

- 7.2 The Contractor shall provide to the town a copy of employee safety policies and procedures.
- 7.3 The Contractor's employee safety policies and procedures must provide for adequate protection of all employees performing duties as a part of this Contract and adequate safety of other individuals at or near the work area.
- 7.4 The Contractor shall conduct its own "frequent" and "regular" inspections at the job site for compliance with its safety program and pertinent OSHA regulations.
- 7.5 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors strictly adhere to all safety standards, rules, and OSHA regulations pertinent to the type of work being performed.
- 7.6 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors develop a safety program for work covered by the subcontract.
- 7.7 The Contractor shall provide in all subcontracts that each subcontractor and their subcontractors conduct their own "frequent" and "regular" inspections at the job site for compliance with its safety program and all pertinent OSHA regulations.
- 7.8 The Contractor shall include the following statement in subcontracts: "Subcontractor shall, at its own expense, strictly adhere to all pertinent safety standards, rules and OSHA regulations required or recommended by governmental or quasi-governmental authorities having jurisdiction. The Subcontractor hereby acknowledges that it has its own safety program for all work covered by or performed under this Subcontract. The Subcontractor agrees to conduct its own frequent and regular inspections of all work covered by or performed under this Subcontract at the project site to verify compliance with the Subcontractor's safety program and all applicable safety standards, rules and OSHA regulations. The Subcontractor and Contractor acknowledge and agree that the Contractor has no control, responsibility or authority over the Subcontractor or the Subcontractor's employees or subcontractors with regard to the safety and health conditions relating to or arising out of the Subcontractor's work or the performance of any work covered by this Subcontract. The Subcontractor has the sole responsibility and authority for ensuring that any and all hazardous conditions relating to or arising out of the Subcontractor's work are corrected. With regard to the Subcontractor's work or any work covered by or performed under this Subcontract, the Contractor is not the controlling employer or controlling entity for the purpose of detecting hazardous conditions or ensuring that hazardous conditions are corrected."
- 8 Nondiscrimination:
- 8.1 Neither the Contractor nor any sub-Contractor nor any Person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, or disability.
- 9 Warranty:
- 9.1 The Contractor shall warranty all workmanship and materials for up to one year after completion of the project.
- 9.2 Contractor warrants that the work will be performed in accordance with generally accepted standards associated with the particular professional discipline involved, as practiced by members of such discipline in the same locality and under similar conditions.
- 10 E-Verify
- 10.1 The provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of new hired employees. Failure of the provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of The Town of Lewisville that the provider will comply with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving Town funds.
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Date: 10.5.20
Estimate: 104216



Estimate/Scope of Work
Town of Lewisville
Sidewalk Repair

Demo and Pour Back Downtown Sidewalks

1. ACC will cut and demo the existing failed concrete to be hauled away and recycled.
2. ACC will install open celled poly foam expansion joint.
3. ACC will grade and compact the substrate.
4. ACC will install 4000 psi straight cement fiber reinforced concrete with no-fly ash or slag.
5. ACC will finish the concrete, install joints accordingly, and broom with a fine broom.
6. ACC will clean up after each section is done.
7. ACC will not be responsible for traffic control.

Total for 69 five foot by five foot sections, 2 seven foot by five foot sections, and a corner sections approximately 1900sf: \$15,800.00
Approximate time frame: 8-12 Days weather permitting
Start time: tbd

Start time: tbd

Scope of Work

1. ACC will provide all materials.
2. ACC will maintain a clean job site daily.
3. ACC will safety tape the work area.
4. ACC is not responsible for any landscaping.
5. If ACC has to use a breaker to demo the concrete because of electrical lines being in the concrete than the price will go up by \$150 per section.
6. ACC does not recommend heavy machinery to operate on top of the freshly placed concrete.
7. ACC will be paid for the agreed upon square footage and demo. Anything beyond that will be an additional charge the same sf agreed upon above.

8. ACC will strip all forms and backfill halfway up the slab.
9. ACC will be complete work in a timely manner weather permitting.
10. ACC will perform the work described in the above scope. If that scope changes then an agreed upon change order will be written and added to the contract.
11. If ACC finds any unknowns they will be immediately reported to the contractor for resolution.
12. ACC will not be responsible for traffic control.
13. ACC will do a final clean when the job is complete.
14. ACC is not responsible for benchmarks or survey stakes.
15. Due to the nature of concrete ACC will install recommended expansion joints however some crazed cracking, or hairline cracks may occur due to unforeseen circumstances.

Once the Estimate/Scope of Work is signed it becomes a legal binding contract on the property the work is performed.

Accepted by:

ACC Rep _____ Date _____

Owner's Rep _____ Date _____

**RESOLUTION 2020069 OF THE LEWISVILLE TOWN COUNCIL
AWARDING CONTRACT FOR SIDEWALK REPAIRS NEAR LOWES FOODS DRIVE**

WHEREAS, the Public Works Department monitors Town sidewalks for hazards; and

WHEREAS, the sidewalk located on Shallowford Road by the entrance to the Lewisville Commons Shopping Center near the Great Wagon Road and Lowes Foods Drive; and

WHEREAS, the Scope of Work for the removal and replacement of the sidewalk is in the contract attached hereto; and

WHEREAS, Atlantic Coast Concrete was selected to complete this project.

NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Town Manager is authorized to award the contract attached hereto to Atlantic Coast Concrete of Clemmons, NC for an amount not to exceed \$2,800.⁰⁰ (Two thousand eight hundred dollars and no cents) to provide this needed service.

Resolved, approved and effective upon adoption, this the 8th day of October, 2020 by the Lewisville Town Council.

Mike Horn,
Mayor

ATTEST:

Joyce C. McWilliams Walker
Town Clerk

TOWN OF LEWISVILLE CONTRACT
Atlantic Coast Concrete-Concrete Repairs near Lowe's Food Drive

1 Contractor Billing Name and Address:

Atlantic Coast Concrete
4530 Clover Drive
Clemmons, NC 27102
Tom Dombalis
(336) 399-9667

2 Scope of Work:

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

3 Independent Contractor:

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

4 Insurance:

- 4.1 The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:
- 4.1.1 Workman's Compensation at or above the Statutory Minimum.
- 4.1.2 Employer's Liability at or above \$500,000 (Five 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
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TOWN OF LEWISVILLE CONTRACT

Atlantic Coast Concrete-Concrete Repairs near Lowe's Food Drive

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 November 15th, 2020.
 - 6.3 Contract Extension -The parties agree that by mutual consent, each expressed in writing and received at least ten (10) day(s) before the termination contract period, that this Contract may be extended for an additional day upon the same terms and conditions as set forth in this Contract.-
 - 6.4 Exclusive Right -The Town, as grantor, does not grant the Contractor, as grantee, the exclusive right during the term of this Contract to be the Town's Contractor for storm drain services.
 - 6.5 Compliance with Applicable Laws -The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall conduct the specified renovation as provided for by this Contract in compliance with all applicable federal, state and local regulations and laws including the OSHA standards set and enforced by the Department of Labor. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.
 - 6.6 Bankruptcy -"Insolvent" for the purposes of this clause shall mean the party's inability to pay its debts as they mature.
 - 6.6.1 The party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the Contract with ten (10) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy.
 - 6.6.2 The Town shall not be bound to the contract by an insolvent Contractor's trustee or receiver.
 - 6.6.3 In the event of the Contractor's bankruptcy, the Town will have the same remedies as provided for Breach of Contract.
 - 6.7 Breach of Contract -If the Contractor fails to comply with applicable Federal, State, or Local Laws or regulations the Contractor will be in default and the Town may immediately terminate the Contract without notice. The Town may seek any or all remedies available at law or in equity. If the Contractor fails to perform, or fails to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, its obligations hereunder, the Town shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such demand, the Contractor must return to the Town a written statement that explains reasons for nonperformance, or delayed, partial or substandard performance during that period and any continuation thereof. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Town may, except under conditions of Force Majeure, terminate this Contract and, shall have any and all remedies available at law or in equity.
 - 6.8 Force Majeure
 - 6.8.1 Neither the Contractor nor the Town shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fine, accident, act of God or other similar contingency beyond the reasonable control of the Contractor or Town.
 - 6.8.2 If such circumstances persist for more than ten (10) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of ten (10) days, he or the Town may terminate this Contract upon giving not less than twenty (20) days written notice to the Town.
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TOWN OF LEWISVILLE CONTRACT

Atlantic Coast Concrete-Concrete Repairs near Lowe's Food Drive

- 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.
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TOWN OF LEWISVILLE CONTRACT

Atlantic Coast Concrete-Concrete Repairs near Lowe's Food Drive

- 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.
- 11 Contractor's Proposal:
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Date: 10.5.20
Estimate: 104217



Estimate/Scope of Work
Town of Lewisville
Sidewalk Repair

Demo and Pourback Lowes Foods Sidewalks

1. ACC will cut and demo the existing failed concrete to be hauled away and recycled.
2. ACC will install open celled poly foam expansion joint.
3. ACC will grade and compact the substrate.
4. ACC will install 4000 psi straight cement fiber reinforced concrete with no-fly ash or slag.
5. ACC will finish the concrete, install joints accordingly, and broom with a fine broom.
6. ACC will clean up after each section is done.
7. ACC will not be responsible for traffic control.

Total for 11 five foot by five foot sections and a corner sections approximately 350sf:

\$2800.00

Approximate time frame: 2-3Days weather permitting

Start time: tbd

Start time: tbd

Scope of Work

1. ACC will provide all materials.
2. ACC will maintain a clean job site daily.
3. ACC will safety tape the work area.
4. ACC is not responsible for any landscaping.
5. If ACC has to use a breaker to demo the concrete because of electrical lines being in the concrete than the price will go up by \$150 per section.
6. ACC does not recommend heavy machinery to operate on top of the freshly placed concrete.
7. ACC will be paid for the agreed upon square footage and demo. Anything beyond that will be an additional charge the same sf agreed upon above.

8. ACC will strip all forms and backfill halfway up the slab.
9. ACC will be complete work in a timely manner weather permitting.
10. ACC will perform the work described in the above scope. If that scope changes then an agreed upon change order will be written and added to the contract.
11. If ACC finds any unknowns they will be immediately reported to the contractor for resolution.
12. ACC will not be responsible for traffic control.
13. ACC will do a final clean when the job is complete.
14. ACC is not responsible for benchmarks or survey stakes.
15. Due to the nature of concrete ACC will install recommended expansion joints however some crazed cracking, or hairline cracks may occur due to unforeseen circumstances.

Once the Estimate/Scope of Work is signed it becomes a legal binding contract on the property the work is performed.

Accepted by:

ACC Rep _____ Date _____

Owner's Rep _____ Date _____

**RESOLUTION 2020070 OF THE LEWISVILLE TOWN COUNCIL
AWARDING CONTRACT FOR SIDEWALK REPAIRS
FOR SHALLOWFORD SQUARE**

WHEREAS, the Public Works Department monitors Town sidewalks for hazards; and

WHEREAS, the sidewalk located at Shallowford Square has been identified as needing repairs; and

WHEREAS, the Scope of Work for the removal and replacement of the sidewalk is in the contract attached hereto; and

WHEREAS, Atlantic Coast Concrete was selected to complete this project.

NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Town Manager is authorized to award the contract attached hereto to Atlantic Coast Concrete of Clemmons, NC for an amount not to exceed \$1,100.⁰⁰ (One thousand one hundred dollars and no cents) to provide this needed service.

Resolved, approved and effective upon adoption, this the 8th day of October, 2020 by the Lewisville Town Council.

Mike Horn,
Mayor

ATTEST:

Joyce C. McWilliams Walker
Town Clerk

TOWN OF LEWISVILLE CONTRACT

Atlantic Coast Concrete-Shallowford Square Concrete Repairs

1 Contractor Billing Name and Address:

Atlantic Coast Concrete
4530 Clover Drive
Clemmons, NC 27102
Tom Dombalis
(336) 399-9667

2 Scope of Work:

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

3 Independent Contractor:

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

4 Insurance:

- 4.1 The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:
- 4.1.1 Workman's Compensation at or above the Statutory Minimum.
- 4.1.2 Employer's Liability at or above \$500,000 (Five 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
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TOWN OF LEWISVILLE CONTRACT

Atlantic Coast Concrete-Shallowford Square Concrete Repairs

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 November 15th, 2020.

6.3 Contract Extension -The parties agree that by mutual consent, each expressed in writing and received at least ten (10) day(s) before the termination contract period, that this Contract may be extended for an additional day upon the same terms and conditions as set forth in this Contract.-

6.4 Exclusive Right -The Town, as grantor, does not grant the Contractor, as grantee, the exclusive right during the term of this Contract to be the Town's Contractor for storm drain services.

6.5 Compliance with Applicable Laws -The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall conduct the specified renovation as provided for by this Contract in compliance with all applicable federal, state and local regulations and laws including the OSHA standards set and enforced by the Department of Labor. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

6.6 Bankruptcy -"Insolvent" for the purposes of this clause shall mean the party's inability to pay its debts as they mature.

6.6.1 The party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the Contact with ten (10) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy.

6.6.2 The Town shall not be bound to the contract by an insolvent Contractor's trustee or receiver.

6.6.3 In the event of the Contractor's bankruptcy, the Town will have the same remedies as provided for Breach of Contract.

6.7 Breach of Contract -If the Contractor fails to comply with applicable Federal, State, or Local Laws or regulations the Contractor will be in default and the Town may immediately terminate the Contract without notice. The Town may seek any or all remedies available at law or in equity. If the Contractor fails to perform, or fails to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, its obligations hereunder, the Town shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such demand, the Contractor must return to the Town a written statement that explains reasons for nonperformance, or delayed, partial or substandard performance during that period and any continuation thereof. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Town may, except under conditions of Force Majeure, terminate this Contract and, shall have any and all remedies available at law or in equity.

6.8 Force Majeure

6.8.1 Neither the Contractor nor the Town shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fine, accident, act of God or other similar contingency beyond the reasonable control of the Contractor or Town.

6.8.2 If such circumstances persist for more than ten (10) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of ten (10) days, he or the Town may terminate this Contract upon giving not less than twenty (20) days written notice to the Town.

TOWN OF LEWISVILLE CONTRACT

Atlantic Coast Concrete-Shallowford Square Concrete Repairs

- 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

Atlantic Coast Concrete-Shallowford Square Concrete Repairs

- 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.
- 11 Contractor's Proposal:
-

Date: 10.5.20
Estimate: 104218



Estimate/Scope of Work
Town of Lewisville
Sidewalk Repair

Demo and Pour Back Shallowford Square Sidewalks

1. ACC will cut and demo the existing failed concrete to be hauled away and recycled.
2. ACC will install open celled poly foam expansion joint.
3. ACC will grade and compact the substrate.
4. ACC will install 4000 psi straight cement fiber reinforced concrete with no-fly ash or slag.
5. ACC will finish the concrete, install joints accordingly, and broom with a fine broom.
6. ACC will clean up after each section is done.
7. ACC will not be responsible for traffic control.

Total for 4 five foot by five foot sections and a corner sections approximately 200sf:
\$1100.00

Approximate time frame: 2-3Days weather permitting

Start time: tbd

Start time: tbd

Scope of Work

1. ACC will provide all materials.
2. ACC will maintain a clean job site daily.
3. ACC will safety tape the work area.
4. ACC is not responsible for any landscaping.
5. If ACC has to use a breaker to demo the concrete because of electrical lines being in the concrete than the price will go up by \$150 per section.
6. ACC does not recommend heavy machinery to operate on top of the freshly placed concrete.
7. ACC will be paid for the agreed upon square footage and demo. Anything beyond that will be an additional charge the same sf agreed upon above.

8. ACC will strip all forms and backfill halfway up the slab.
9. ACC will be complete work in a timely manner weather permitting.
10. ACC will perform the work described in the above scope. If that scope changes then an agreed upon change order will be written and added to the contract.
11. If ACC finds any unknowns they will be immediately reported to the contractor for resolution.
12. ACC will not be responsible for traffic control.
13. ACC will do a final clean when the job is complete.
14. ACC is not responsible for benchmarks or survey stakes.
15. Due to the nature of concrete ACC will install recommended expansion joints however some crazed cracking, or hairline cracks may occur due to unforeseen circumstances.

Once the Estimate/Scope of Work is signed it becomes a legal binding contract on the property the work is performed.

Accepted by:

ACC Rep _____ Date _____

Owner's Rep _____ Date _____

**RESOLUTION 2020066 OF THE LEWISVILLE TOWN COUNCIL
AWARDING CONTRACT FOR ELECTRICAL REPAIRS IN CONJUNCTION WITH
SIDEWALK REPAIRS**

WHEREAS, the Public Works Department monitors Town sidewalks for hazards; and

WHEREAS, some sidewalk locations will require electrical repairs for street lighting because initial construction poured concrete over the electrical conduit; and

WHEREAS, the electrical repairs will be made at locations saw cut by the concrete contractor; and

WHEREAS, the Scope of Work is in the quote and the contract attached hereto; and

WHEREAS, Lewisville Electric was selected to complete this project.

NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Town Manager is authorized to award the contract attached hereto to Lewisville Electric, Inc. Of Lewisville, NC for an amount not to exceed \$20,050.⁰⁰ (Twenty thousand fifty dollars and no cents to provide this needed service.

Resolved, approved and effective upon adoption, this the 8th day of October, 2020 by the Lewisville Town Council.

Mike Horn,
Mayor

ATTEST:

Joyce C. McWilliams Walker
Town Clerk

TOWN OF LEWISVILLE CONTRACT
**Lewisville Electric Inc- Electrical repairs in conjunction with sidewalk
replacement**

1 Contractor Billing Name and Address:

Lewisville Electric Inc.
6276 Shallowford Road
P.O. Box 878
Lewisville, N.C. 27023
Phone: (336) 945-3247
leinc@triad.tccbc.com

2 Scope of Work:

2.1 Contractor proposes to furnish all the necessary materials, equipment, supervision, and labor to complete the following work, as described in the attached quote from the contractor.

2.2 Contractor's quote is a part of this contract and shall be used as reference.

3 Independent Contractor:

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

4 Insurance:

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

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

4.1.2 Employer's Liability at or above \$500,000 (Five 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

TOWN OF LEWISVILLE CONTRACT

Lewisville Electric Inc- Electrical repairs in conjunction with sidewalk replacement

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 November 15th, 2020.

6.3 Contract Extension -The parties agree that by mutual consent, each expressed in writing and received at least ten (10) day(s) before the termination contract period, that this Contract may be extended for an additional day upon the same terms and conditions as set forth in this Contract.-

6.4 Exclusive Right -The Town, as grantor, does not grant the Contractor, as grantee, the exclusive right during the term of this Contract to be the Town's Contractor for storm drain services.

6.5 Compliance with Applicable Laws -The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall conduct the specified renovation as provided for by this Contract in compliance with all applicable federal, state and local regulations and laws including the OSHA standards set and enforced by the Department of Labor. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

6.6 Bankruptcy -"Insolvent" for the purposes of this clause shall mean the party's inability to pay its debts as they mature.

6.6.1 The party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the Contract with ten (10) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy.

6.6.2 The Town shall not be bound to the contract by an insolvent Contractor's trustee or receiver.

6.6.3 In the event of the Contractor's bankruptcy, the Town will have the same remedies as provided for Breach of Contract.

6.7 Breach of Contract -If the Contractor fails to comply with applicable Federal, State, or Local Laws or regulations the Contractor will be in default and the Town may immediately terminate the Contract without notice. The Town may seek any or all remedies available at law or in equity. If the Contractor fails to perform, or fails to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, its obligations hereunder, the Town shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such demand, the Contractor must return to the Town a written statement that explains reasons for nonperformance, or delayed, partial or substandard performance during that period and any continuation thereof. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Town may, except under conditions of Force Majeure, terminate this Contract and, shall have any and all remedies available at law or in equity.

6.8 Force Majeure

6.8.1 Neither the Contractor nor the Town shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, 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

TOWN OF LEWISVILLE CONTRACT

Lewisville Electric Inc- Electrical repairs in conjunction with sidewalk replacement

- render full or substantial performance for a period of ten (10) days, he or the Town may terminate this Contract upon giving not less than twenty (20) days written notice to the Town.
- 6.9 Arbitration and Award -Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association by arbitration in Forsyth County, North Carolina. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 6.10 Assignment of Contract -No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor, directly or indirectly by sale of stock of the Contractor to an entity unrelated to the Contractor, or other device, without the express written consent of the Town, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety as such a delegation will not relieve the Contractor or his Surety of any liability and/or obligation to perform. In the event of any delegation of duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.
- 6.11 Change of Ownership -In the event that the Contractor's business assets are sold, without the written consent of the Town, the Town maintains the right, to terminate this agreement and, to hold the original owner solely liable. If, however, the Town determines, in its sole discretion, that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then the Town may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this agreement.
- 6.12 Waivers:
- 6.12.1 A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- 6.12.2 Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.
- 6.13 Illegal and Invalid Provisions -Should any term, provision or other part of this Contract be declared illegal it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.
- 6.14 Joint and Several Liability -If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.
- 6.15 Binding Effect -The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representative, successors, and assigns.
- 6.16 Amendment of the Contract -No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties.
- 6.17 Merger Clause: Previous Agreements Suspended -This agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Contract if they alter, vary or contradict this agreement.
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TOWN OF LEWISVILLE CONTRACT
**Lewisville Electric Inc- Electrical repairs in conjunction with sidewalk
replacement**

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
-

TOWN OF LEWISVILLE CONTRACT

Lewisville Electric Inc- Electrical repairs in conjunction with sidewalk replacement

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

Lewisville Electric Inc- Electrical repairs in conjunction with sidewalk replacement

11 Contractor's Proposal:

- 11.1 Contractor proposes to accomplish all work described in the Scope of Work for a sum not to exceed \$20,050.00 (Twenty thousand fifty and 00/100 dollars).
- 11.2 After determination of satisfactory completion of work described in the Scope of Work within the term as described in the Scope of the Contract, the Town will pay the contractor a sum not to exceed \$20,050.00 (Twenty thousand fifty 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:

Lewisville Electric Inc.
6276 Shallowford Road
P.O. Box 878
Lewisville, N.C. 27023
Phone: (336) 945-3247
leinc@triad.tccbc.com

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



Lewisville Electric Inc.

6276 Shallowford Rd.
P.O. Box 878
Lewisville, NC 27023

Phone: 336-945-3247
Fax: 336-945-3720
Email: leinc@triad.twebc.com

October 17, 2019

TO: Town of Lewisville
Attn: Ryan Moser

RE: Sidewalk electrical repair.

Lewisville Electric, Inc. proposes to furnish labor and materials to make electrical repairs for street lighting. The concrete contractor will saw cut where sidewalk is uneven & we will repair the electrical that is cut. The following items are included in this proposal:

1. Repair conduit, remove old wire, install new wire, make connections, & check out system.

Total price (Shallowford Rd.):	\$ 15,500.00
Total price (Lucy Ln.):	\$ 3,250.00
Total price (Lowes Shopping Center area):	\$ 1,300.00

NOTE: The Shallowford Rd. pricing includes twenty three (23) cuts, as well as the relocation of two (2) poles.

NOTE: This is a 'not to exceed' price & any savings will be passed along back to the Town of Lewisville.

NOTE: All material prices subject to change without notice due to current market conditions. We cannot guarantee material prices.

NOTE: Late fees start accruing thirty (30) days after date of project completion at a rate of 1.5% per month (18% annually)

**RESOLUTION 2020068 OF THE LEWISVILLE TOWN COUNCIL
AWARDING CONTRACT FOR TRAFFIC CONTROL IN CONJUNCTION WITH
SIDEWALK REPAIRS**

WHEREAS, the Public Works Department monitors Town sidewalks for hazards; and

WHEREAS, certain sidewalks have been identified as needing repairs; and

WHEREAS, as a safety precaution, traffic control measures will be needed during sidewalk repairs;
and

WHEREAS, the Scope of Work is in the quote and the contract attached hereto; and

WHEREAS, traffic control measures will be used as directed by the concrete contractor in various locations in the downtown.

NOW, THEREFORE, BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL that the Town Manager is authorized to award the contract attached hereto to W. D. Wright Contractors, Inc. of Beaver, PA. for an amount not to exceed \$3,125.⁰⁰ (Three thousand one hundred twenty-five dollars and no cents) to provide this needed service.

Resolved, approved and effective upon adoption, this the 8th day of October, 2020 by the Lewisville Town Council.

Mike Horn,
Mayor

ATTEST:

Joyce C. McWilliams Walker
Town Clerk

TOWN OF LEWISVILLE CONTRACT

W.D. Wright -Traffic Control in conjunction with sidewalk replacement

1 Contractor Billing Name and Address:

W.D. Wright Contractors INC.
1200 Sharon Road
Suite 1
Beaver, PA 15009
(724) 847-0234
Fax: (724) 888-2623
www.wdwight.com

2 Scope of Work:

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

3 Independent Contractor:

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

4 Insurance:

- 4.1 The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:
- 4.1.1 Workman's Compensation at or above the Statutory Minimum.
- 4.1.2 Employer's Liability at or above \$500,000 (Five 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,
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TOWN OF LEWISVILLE CONTRACT

W.D. Wright -Traffic Control in conjunction with sidewalk replacement

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 November 15th, 2020.

6.3 Contract Extension -The parties agree that by mutual consent, each expressed in writing and received at least ten (10) day(s) before the termination contract period, that this Contract may be extended for an additional day upon the same terms and conditions as set forth in this Contract.-

6.4 Exclusive Right -The Town, as grantor, does not grant the Contractor, as grantee, the exclusive right during the term of this Contract to be the Town's Contractor for storm drain services.

6.5 Compliance with Applicable Laws -The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall conduct the specified renovation as provided for by this Contract in compliance with all applicable federal, state and local regulations and laws including the OSHA standards set and enforced by the Department of Labor. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

6.6 Bankruptcy -"Insolvent" for the purposes of this clause shall mean the party's inability to pay its debts as they mature.

6.6.1 The party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the Contract with ten (10) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy.

6.6.2 The Town shall not be bound to the contract by an insolvent Contractor's trustee or receiver.

6.6.3 In the event of the Contractor's bankruptcy, the Town will have the same remedies as provided for Breach of Contract.

6.7 Breach of Contract -If the Contractor fails to comply with applicable Federal, State, or Local Laws or regulations the Contractor will be in default and the Town may immediately terminate the Contract without notice. The Town may seek any or all remedies available at law or in equity. If the Contractor fails to perform, or fails to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, its obligations hereunder, the Town shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such demand, the Contractor must return to the Town a written statement that explains reasons for nonperformance, or delayed, partial or substandard performance during that period and any continuation thereof. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Town may, except under conditions of Force Majeure, terminate this Contract and, shall have any and all remedies available at law or in equity.

6.8 Force Majeure

6.8.1 Neither the Contractor nor the Town shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fine, accident, act of God or other similar contingency beyond the reasonable control of the Contractor or Town.

6.8.2 If such circumstances persist for more than ten (10) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of ten (10) days, he or the Town may terminate this Contract

TOWN OF LEWISVILLE CONTRACT

W.D. Wright -Traffic Control in conjunction with sidewalk replacement

- 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.
- 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
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TOWN OF LEWISVILLE CONTRACT

W.D. Wright -Traffic Control in conjunction with sidewalk replacement

the requirements of this Contract.

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

W.D. Wright -Traffic Control in conjunction with sidewalk replacement

11 Contractor's Proposal:

- 11.1 Contractor proposes to accomplish all work described in the Scope of Work for a sum not to exceed \$625 (Six hundred twenty-five and 00/100 dollars) per day (with a maximum of 5 days).
- 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 \$625 (Six hundred twenty-five and 00/100 dollars) per day (with a maximum of 5 days).

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:

W.D. Wright Contractors INC.
1200 Sharon Road
Suite 1
Beaver, PA 15009
(724) 847-0234
Fax: (724) 888-2623
www.wdwright.com

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



1200 Sharon Road, Suite 1 - Beaver, PA 15009

(P) 724.847.0234 - (F) 724.888.2623

www.wdwright.com

September 16, 2020

Quote # 20423

Town of Lewisville
6510 Shallowford Road
Lewisville, NC 27023

The following is our proposal to provide traffic control services for your company.

Daily Rate & Timeframe:

- Our Daily rate is \$625.00 per day, per 2 man traffic control crew.
- Our Daily rate is \$895.00 per day, per 3 man traffic control crew.
- Normal working hours are from 6 am to 5 pm, (8 hour continuous shift) Monday – Friday.
- Our overtime rate per hour is \$49.50.
- Additional hours beyond the 8 hour shift or 40 hour work week will be subject to charges at the overtime rate.
- The overtime hourly rate will be charged for all work started between 5 pm and 6 am through completion of the job and all work completed on Saturdays, Sundays and holidays.
- Scheduled overtime shifts are subject to one hour of billed travel time.
- These rates do not reflect any premium or prevailing rate.

Training & Equipment:

- Our Flaggers are ATSSA certified and fully trained by following specifications of the MUTCD manual and the ATSSA.
- Each of our traffic control crews are tracked via GPS and dispatched as 2 person crews, unless otherwise instructed.
- Crews are fully equipped with all required safety apparel including hardhat, reflective vest, leather boots with composite safety toe.
- Rate also includes one Wright traffic control vehicle with the following:
 - 30 DOT Approved Safety Cones
 - 6 Dot Approved Reflective Signs
 - 2 Reflective Stop/Slow Paddles
- Light Towers are available at an additional cost of \$100.00 per day.
- Arrow Boards are available at an additional cost of \$95.00 per day.
- The Design of Traffic Control Plans is available upon request. There is no additional fee for this service if the traffic control within the designed plan is provided by Wright's.

W.D. **WRIGHT**
CONTRACTING INC.

1200 Sharon Road, Suite 1 - Beaver, PA 15009

(P) 724.847.0234 - (F) 724.888.2623

www.wdwright.com

**Any job cancelled without a 2 hour advance notice will be subject to a half day crew cancellation fee.
**Payment is due within 15 days of receipt of invoice.
***Payment via credit card will be subject to a 3% processing fee.
****Credit card processing fee will be waived if credit card payment is received within 72 hours of receipt of invoice.*

Thank you for this opportunity to present this proposal. These rates are effective for a term of one year. If you have any questions, please contact Starr Jones at 724-847-0234. If you accept this proposal, please sign below and return via email or fax. These terms have been approved by Starr Jones.

X _____

Date _____

Printed: _____

Title: _____

For internal purposes only

Reviewed by: _____

Date: _____

WRIGHT

CUSTOMER CONTACT INFORMATION

COMPANY NAME: _____ PHONE: _____

STREET ADDRESS: _____ FAX: _____

CITY: _____ STATE: _____ ZIP: _____

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): _____

CITY: _____ STATE: _____ ZIP: _____

COMPANY WEBSITE: _____

INVOICE DELIVERY METHOD (CHECK ONE): STANDARD MAIL EMAIL

PRIMARY ACCOUNTS PAYABLE CONTACT:

NAME: _____ TITLE: _____

EMAIL: _____ PHONE: _____

SECONDARY ACCOUNTS PAYABLE CONTACT(S):

NAME: _____ TITLE: _____

EMAIL: _____ PHONE: _____

NAME: _____ TITLE: _____

EMAIL: _____ PHONE: _____

WRIGHT

CUSTOMER CREDIT CARD INFORMATION

Credit card information is required for all new customers who have not yet established a payment history with Wright's. The card will be charged only if payment is not received within 15 days of receipt of invoice. The preferred method of payment for invoices is via check. To make a payment via credit card, please contact Christopher Kurtz at ckurtz@wdwright.com. If you have any questions or concerns, please contact us at (724) 847-0234.

COMPANY NAME: _____

NAME ON CARD: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CARD NUMBER: _____ EXPIRATION: _____

CVC: _____

CREDIT CARD AUTHORIZATION (PLEASE SIGN):

In an effort to protect the confidential information provided on this form, please return this form via fax to 724-888-2623. You may also provide the information to our accounting department directly via phone to Chris Kurtz, Accounts Receivable, by calling 724-856-2384.

10/06/2020

**HENRY M (HANK) CHILTON PAVILION AT SHALLOWFORD SQUARE
SCHEDULE OF EVENTS**

1

<u>DATE</u>		<u>TIME</u>	<u>FACILITY</u>	<u>ORGANIZATION AND/OR CONTACT NAME AND PHONE NUMBER</u>		
10/17/2020	Saturday	0800	4 children's concert CANCELLED	TOWN OF LEWISVILLE	howard	945-5558
10/24/2020	Saturday	0800	4 shalloween CANCELLED	TOWN OF LEWISVILLE	howard	945-5558
11/11/2020	Wednesday		4 VETERANS DAY HOLIDAY	TOWN HOLIDAY		
11/26/2020	Thursday		4 THANKSGIVING DAY HOLIDAY	TOWN HOLIDAY		
11/27/2020	Friday		4 DAY AFTER THANKSGIVING DAY HOLIDAY	TOWN HOLIDAY		
12/24/2020	Thursday		4 CHRISTMAS EVE HOLIDAY	TOWN HOLIDAY		
12/25/2020	Friday		4 CHRISTMAS DAY HOLIDAY	TOWN HOLIDAY		

4 = HENRY M (HANK) CHILTON PAVILION @ SHALLOWFORD SQUARE