



PROPOSED AGENDA
Bermuda Run Town Council Meeting
Tuesday, November 8, 2022
6:00PM

Bermuda Run Town Hall

Mission: "The Town of Bermuda Run exists to provide core public services that enhance the quality of life for its residents and an environment for the business community to thrive".

1. Call to Order

2. Pledge of Allegiance

3. Moment of Silence

"It is the intent of the Town Council to solemnize the proceedings of this meeting and the business brought before the governing board, to offer the opportunity for a reflective moment of silence."

4. Town of Bermuda Run Code of Ethics Statement-Town Attorney Brian Williams

5. Adoption of the Agenda

Motion: _____ Second: _____ In Favor: _____ Opposed: _____

6. Approval of the October 11, 2022, Town Council Meeting Minutes

Motion: _____ Second: _____ In Favor: _____ Opposed: _____

7. Citizens' Comments

8. Presentation

A. Thank a Vet program-Kelly Funderburk, Davie County Register of Deeds

9. Davie County Sheriff Department Update-Sheriff JD Hartman

10. Proposed Action Items

A. Review of Proposed Agreement with Davie County Sheriff's Department

- a. The agreement presented before the Town Council is a five (5) year renewal extension for the Davie County Sheriff's Department to provide for one fully equipped and fully trained law enforcement officer for duty in the Town for forty (40) hours per week. The assignment of duties is to be made under the direction and full control of the Sheriff as to days and hours of scheduling. Town Attorney Brian Williams has reviewed the proposed agreement.

Staff is requesting that action be taken on the Agreement for Execution by Town Manager.

Motion: _____ Second: _____ In Favor: _____ Opposed: _____

B. Review of Grantee/Sub-Grantees Acknowledgement and Agreement

- a. The State Legislature awarded Davie County \$8M in ARPA funding in SL 2022-74. A portion of the funding was intended to assist the Town of Bermuda Run in removing its wastewater discharge from the Yadkin River and transferring it to the Eastern Davie County Regional Wastewater System. The project involves upgrading the Bermuda Run Juniper Pump Station and removing the Bermuda Run Wastewater Treatment Plant. This agreement will allow Davie County to act as a pass-thru for the Town of Bermuda Run from the State of North Carolina for the above grant. Town Attorney Brian Williams reviewed the proposed agreement.

Staff is requesting that action be taken on the Agreement for Execution by Town Manager:

Motion: _____ Second: _____ In Favor: _____ Opposed: _____

C. Update 2022 Council Meeting Schedule

Staff is requesting that Thursday December 22, 2022, be considered for a Council Agenda Meeting date.

Motion: _____ Second: _____ In Favor: _____ Opposed: _____

11. Town Manager Report/Comments

12. Council / Mayor Comments

13. Adjourn

Motion: _____ Second: _____ In Favor: _____ Opposed: _____

Town of Bermuda Run

Town Council Meeting Minutes

October 11, 2022 – 6:00 PM

The Town Council of Bermuda Run held its scheduled meeting on Tuesday, October 11, 2022 at 6:00 PM. The meeting was held at the Bermuda Run Town Hall.

Council Members Present: Mayor Rick Cross, Mike Brannon, Curtis Capps, Heather Coleman, and Melinda Szeliga

Council Members Absent: Mike Ernst

Also Present: Andrew Meadwell, Town Manager; Cindy Poe, Town Clerk; and Brian Williams, Town Attorney

Call to Order Mayor Rick Cross called the meeting to order.

Pledge of Allegiance

Moment of Silence

It is the intent of the Town Council to solemnize the proceedings of this meeting and the business brought before the governing board, to offer the opportunity for a reflective moment of silence.

Town of Bermuda Run Code of Ethics Statement – Town Attorney Brian Williams

Adoption of the Agenda

Council Member made a motion to approve the agenda. Council Member seconded the motion. The motion was approved by a vote of four (4) in favor and none opposed.

Approval of the September 13, 2022 Town Council Meeting Minutes

Council Member Melinda Szeliga made a motion to approve the September 13, 2022 meeting minutes. Council Member Curtis Capps seconded the motion. The motion was approved by a vote of four (4) in favor and none opposed.

Citizens' Comments – NONE

Presentation- E911 Addressing

Staff discussed structure addressing posting requirements of the Addressing and Road Naming Ordinance. Mike Foster, Community Officer proposed a campaign/public outreach for easily identifiable addresses. Staff from Davie County 911 Communications and Emergency Services shared how responses to E-911 calls are made and emergency personnel are dispatched. Davie County uses a newly updated "Next Generation 911". Representatives from Smith Grove Fire Department shared that they have reflective signs available for purchase.

Proposed Action Item

A. Bermuda Run Tourism Development Authority Appointments

The TDA Board was established by Town Council Resolution to be comprised of no less than three (3) members and no more than seven (7) members. State law requires the one-third (1/3) of the seats shall be reserved for individuals affiliated with business that collects the tax within the Town and one-half (1/2) of the seats shall be reserved for individuals who are active in

promoting travel and tourism in the Town. The Town Manager is an ex-officio member of the Board.

Current TDA Board Members – Chair –Scott Wollaston, Executive Director, Twin City Soccer; Wayne Thomas, WinMock; Jeffery Woods, Hampton Inn; Andrew Meadwell, Town of Bermuda Run, Ex-officio member; Caroline Moser, Davie County Chamber of Commerce, Ex-officio member.

The BR TDA is requesting:

The following to be considered for Regular Member appointment:

Drew Stevens-RISE; 3-year term

Landon Lynch-Atrium Wake Forest Baptist/Davie Medical Center; 3-year term

Janice Karthanas-Hampton Inn; 3-year term

The following to be Re-Appointed for Regular Member appointment:

Scott Wollaston, Chairman-2-year term

Wayne Thomas, 2-year term

Jeffery Woods, 2-year term

The following be appointed and reappointed as Ex-Officio Members:

Caroline Moser, Andrew Meadwell, and Dora Robertson

Council Member Curtis Capps made a motion to approve the proposed appointments to the Bermuda Run TDA for the suggested terms in order to help stage appointments. Council Member Melinda Szeliga seconded the motion. The motion was approved by a vote of four (4) in favor and none opposed.

Town Manager Comments – Andrew Meadwell gave an update regarding the Blue Heron Trail and the Juniper Circle Waste Water Treatment Plant decommissioning.

Council/Town Manager/Mayor Comments

Melinda Szeliga – Appreciates all in attendance. Added that she's toured the 911 facility in Davie County and spoke of their quick, streamlined response process.

Curtis Capps – Very informative meeting; important to keep residents safe.

Heather Coleman – Thanked Officer Foster for bringing up the issue of addressing in order to provide faster response times.

Mike Brannon – Expressed his disagreement with comments made by Davie County Commissioner Benita Finney regarding the Town of Bermuda Run not contributing funds to the Smith Grove Fire Dept. These comments were made at a Davie County Commissioner's meeting, then shared in the local paper. Mike referenced the 2016 Commissioners' decision to change the sales tax allocation from per capita to ad valorem--to permit additional county-wide funding of fire and other services--which resulted in an estimated \$250,000 reduction in the town's budget. Additionally, Mike noted that all taxpayers in Bermuda Run pay the standard Fire Tax as part of their annual property taxes.

Rick Cross –

- *He's had conversations with Davie County Commissioners regarding what the Town pays toward fire and rescue to make sure to set the record straight.*
- *Feels it is very important to keep residents informed and educated regarding E-911.*
- *Early Voting begins 10/20.*
- *Agenda Meeting on 10/25 will be held in the Davie Room at Winmock.*
- *Concert Friday at 6:30 pm – Special Occasion Band.*
- *Shredding Event on Saturday from 9 – Noon*
- *Christmas in Bermuda Run – Sunday, Dec. 4*

- *“Thank a Vet” Program – Davie County*
- *Duke Energy – Continuous improvements.*
- *Thanked all in attendance.*

Adjourn

With no further business to discuss, Council Member Curtis Capps made a motion to adjourn. Council Member Mike Brannon seconded the motion. The motion was approved by a vote of four (4) in favor and none opposed.

Approved

Respectfully Submitted

Rick Cross, Mayor

Cindy Poe, Town Clerk

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10/04/2022

State of North Carolina

Agreement

County of Davie

This agreement is entered into on this the ____ day of _____, _____ by and among the Town of Bermuda Run, hereinafter referred to as "The Town" and the Davie County Sheriff's Office, hereinafter referred to as "DCSO" as follows:

Witnessed:

Whereas The Town has a desire and a need to provide law enforcement services within its corporate boundaries in order to keep the peace, to enforce criminal laws of the State of North Carolina, to enforce the ordinances established by The County and The Town and to maintain order in The Town; and

Whereas The DCSO is authorized to provide the services outlined herein pursuant to the provisions of N.C.G.S. 160A-461, and

Whereas The DCSO is willing and agreeable to employ, to train, to assign and to supervise law enforcement officers from The DCSO to The Town with all expense being allocated to The Town;

NOW THEREFORE, THE PARTIES HERETO AGREE as follows;

1. The Town agrees:

A. To reimburse The DCSO for 100% of the contracted costs for law enforcement officers for one forty hour period of time as outlined in attachment A, which costs include: the officers' salary and employee benefits, their uniform, equipment, and vehicle that is considered standard issue equipment; and all other operating and administrative expenses listed on attachment A for one (1) Deputy Sheriff. In the event that additional officers are requested to be assigned to The Town, the costs on attachment A will be multiplied by the number of officers assigned, including any equipment cost. Should the Town ever desire to have more than three officers assigned then the fourth officer would be at a separate cost as agreed on by The DCSO and The Town;

B. To reimburse The DCSO for the actual costs associated with the provision of law enforcement officers assigned to The Town as outlined herein, which costs shall include salaries, benefits, training costs, equipment and supplies, and all other operating and administrative expenses listed on Attachment A hereto. In the event that additional officers are requested to be assigned to The Town, the costs on attachment A will be

utilized as an estimate for those additional officers up to three officers. The Town agrees to pay the actual costs associated with those additional officers as designated by The DCSO, and to pay the up-front cost for each additional deputy which is incurred by The DCSO. The actual costs shall be determined according to section IV herein below.

2. DCSO agree:

A. To provide one fully equipped and fully trained law enforcement officer for duty in The Town for forty (40) hours per week with the assignment to be made under the direction and full control of the Sheriff of Davie County as to what days and hours of scheduling. Such deployment shall be as soon as practicable after the date of this agreement.

B. To provide to The Town on a regular basis, reports and statistical information relevant to the activities within the corporate limits of The Town.

C. To provide the necessary Law Enforcement Liability Insurance to protect The County and The DCSO.

D. To continue to provide regular law enforcement services to the town as is provided to the entire County during times that the assigned officer is not on duty within the corporate limits.

3. The Parties Agree:

That the law enforcement officers assigned to The Town pursuant to this agreement remain employees of the Davie County Sheriff at all times during the term of this agreement. The officer (s), under the general concept of community-based policing, will be responsible for performing law enforcement duties within The Town to include, but not limited to; patrolling within The Town, answering calls for service within The Town, conducting general security checks within The Town, provide information and education to the public within The Town; and otherwise interact with and assist residents, businesses, and visitors within The Town. The Town agrees to obtain prior written approval from the Sheriff or his designee before requesting the Sheriff to assign an officer provided under this agreement to perform other additional duties. All additional duties shall be within the forty (40) hours as contracted.

Officers assigned to The Town under this agreement will not perform any duties that are commonly referred to as code enforcement matters, including but not limited to the enforcement of The Town's Zoning Ordinance, Sign Ordinance, Right of Way Ordinance, Public Nuisance Ordinance, or Open Burning Ordinance, or other matters that commonly fall outside the scope of law enforcement duties.

Notwithstanding the above, the parties understand and agree that The DCSO primary responsibility at all times is law enforcement and safety within all of Davie County and that circumstance may arise wherein the Sheriff determines it necessary to reassign officers from The Town for a given period of time in order to meet that primary responsibility.

IV. Method of Payment of Reimbursable Expenses

A. It is understood and agreed that the estimated cost to The Town shall be described in attachment A for the upcoming year and for each following year of the contract.

B. The parties agree that on or prior to March 31st, The County will provide The Town with an estimate of the costs which will be due and payable from The Town to The County for provision of services under this agreement for each subsequent twelve month period of this agreement. The parties agree that the actual costs of providing services under this agreement cannot be known prior to the completion of any particular twelve month (July 1 – June 30) period of the agreement. The parties agree that The County will invoice The Town on a quarterly basis for 25% of the estimated costs of this agreement for the first three quarters of the applicable twelve month period. For the fourth quarter of the period The County will invoice The Town in accordance with the reconciliation, so that the total amount invoiced to and paid by The Town are the actual costs to The County of providing the services outlined in this agreement. It is understood that if a vacancy occurs in the position (s) allocated to The Town that The Town will not be billed for any salary and/or benefit costs for the position for the duration of the vacancy.

C. The Town agrees to a one time up-front payment for the cost of equipment needed to establish the position at the onset of this agreement. The amount to be shown in attachment A. (In the event The Town determines it would rather amortize the cost of the up-front payment for the cost of equipment needed to establish the position over a five year period and then terminates this Agreement before the end of five (5) years, The Town will pay the then remaining up-front cost within thirty (30) days of the date of termination.)

D. The Town agrees to make payment of an invoice within fifteen days of receipt of such invoice from The County.

V. Terms of Agreement

A. The term of this agreement is five years commencing from _____ and ending on ____.

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10/04/2022

B. The agreement may be extended for additional and successive terms only upon consent and writing signed by all parties below.

VI. Amendment to the Agreement

The agreement may be amended or modified only by agreement of all parties upon consent and in writing signed by all parties.

VII. Termination of the Agreement

The agreement may be terminated by any party upon giving ninety days' notice of termination in writing to the other parties to the agreement. The Town agrees to reimburse The County for any and all expenses incurred under the terms and conditions of this agreement up to the date of termination

IN WITNESS WHEREOF the hereto parties have executed this agreement the date and year first written above.

Davie County Sheriff's Office

By: _____

Date: _____

Sheriff

Town of Bermuda Run

By: _____

Date: _____

Officer	Michael Foster	102%					102% Assumptions	
		2022-23	2023-24	2024-25	2025-26	2026-27		
Salary	44,369	44,369	45,256	46,161	47,084	48,026	2% annual increase	
FICA	7.65%	3,394	3,462	3,531	3,602	3,674		
Health Insurance	11,000	11,000	11,220	11,444	11,673	11,906	2% annual increase	
Retirement	13.04%	5,786	5,800	5,814	5,830	5,844	.25 annual increase	
401K	5.00%	2,218	2,263	2,308	2,354	2,401		
Life Insurance	3.84	170	174	177	181	184		
Total Benefits		22,568	22,919	23,274	23,640	24,009		
Salary & Benefits		66,937	68,175	69,435	70,724	72,035		
Overtime	20,000	4,000	4,000	4,000	4,000	4,000		
Gas	30,000	6,000	6,000	6,000	6,000	6,000	.40 mile x 15,000 miles per year	
Incidentals		10,000	10,000	10,000	10,000	10,000		
Vehicle	55,000	11,000	11,000	11,000	11,000	11,000	includes emergency equipment	
Equipment	16,000	3,200	3,200	3,200	3,200	3,200		
Uniform & Tools	4,000	800	800	800	800	800		
Computer & License	7,000	1,400	1,400	1,400	1,400	1,400		
Total Equipment		16,400	16,400	16,400	16,400	16,400		
Total Officer Cost		83,337	84,575	85,835	87,124	88,435		
Total with Incidentals		93,337	94,575	95,835	97,124	98,435		

GRANTEE/SUB-GRANTEES ACKNOWLEDGMENT AND AGREEMENT

Grantee: County of Davie

Sub-Grantee: Town of Bermuda Run

Project Title: Town of Bermuda Run Juniper Pump Station Renovation and Wastewater Treatment Plant (WWTP) Removal

Purpose of Grants: The State Legislature awarded Davie County \$8M in ARPA funding in SL 2022-74. A portion of the funding was intended to assist the Town of Bermuda Run in removing its wastewater discharge from the Yadkin River and transferring it to the Eastern Davie County Regional Wastewater System. The project involves upgrading the Bermuda Run Juniper Pump Station and removing the Bermuda Run Wastewater Treatment Plant.

Amount of Grant: \$1,800,000.

Grant Ratification Date: 7/11/22

Project Notice to Proceed Date: 7/20/22 - Project Duration: 300 days

In consideration of the Grantee agreeing to act as a pass-thru for the Sub-Grantee from the State of North Carolina for the above grant, and in further consideration of one (\$1.00) dollar each paid to the other, the receipt of which is hereby acknowledged by the execution of this Agreement, the parties to hereby agree as follows:

Special Terms and Conditions Applicable to Grant:

- a) Funds are to be used for the public purposes associated with the terms and conditions as indicated above and incorporated into this Acknowledgment and Agreement by reference as if fully set forth.
- b) Release of funds is contingent on the express conditions of the above referenced ARPA grant. No funds shall be released unless the terms and conditions of this Grant is complied with and the funds have been released from the State of North Carolina to the Grantee.
- c) Release of funds is contingent on the Sub-Grantee demonstrating that it has committed sufficient resources to allow completion of the project.
- d) The Sub-Grantee is in material compliance with all federal, state, county, and local laws, regulations, zoning ordinance and orders that are applicable to the Sub-Grantee, and the Sub-Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Sub-Grantee is subject and will continue to be in compliance during the duration of the grant life.
- e) There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Sub-Grantee, and there is no pending or (to the Sub-Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Sub-Grantee that could reasonably be expected to have a material adverse effect upon the Sub-Grantee's ability to carry out this grant in accordance with its terms.
- f) The Sub-Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Sub-Grantee the non-payment of which might result in a lien on any of the Sub-Grantee's assets or might otherwise adversely affect the Sub-Grantee's ability to carry out this grant in accordance with its terms.
- g) The Sub-Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded for such times as are required. The Sub-Grantee agrees

to retain all financial records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant funding period. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Sub-Grantee shall make available to the Grantee, or the Grantee's designated representative, all of the Sub-Grantee's records that relate to the project funded, and shall allow the Grantee or the Grantee's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the Grantee or its representative may deem necessary. The Sub-Grantee may be subject to audit by the State Auditor.

- h) The sub-grantee shall pay all cost incurred by the grantee in preparing and submitting all report and other documents so as to comply with the above two grants and hereby agrees that the grantee shall be allowed to withhold funds from the general grant funds to cover all such cost

Rescission and Termination of Grants: Rescission of a grant revokes the grant award. When funds have been disbursed to Sub-Grantee by the Grantee and a grant is rescinded, the Sub-Grantee may be liable for repayment to the Grantee of any and all grant funds received by the Sub-Grantee under the grant. Termination of a grant ends the grant on a going-forward basis, and the Sub-Grantee is liable for repayment to the Grantee only of that portion of the grant funds that has been disbursed to but not expended by the Sub-Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time, at the discretion of the County, for reasons including the following:

- a. The Grantee has not signed and delivered to the Grantee the Sub-Grantee Acknowledgment and Agreement within two (2) months of the date it was sent to the Sub-Grantee.
- b. The Sub-Grantee has failed to complete the project within the time
- c. The Sub-Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- d. The Sub-Grantee has experienced a change in circumstances that would have a material adverse effect upon the Sub-Grantee's ability to accomplish fully the purposes of the grant.
- e. The Sub-Grantee has failed or refused to submit a report, statement, accounting or return required under the Sub-Grantee Acknowledgment and Agreement or by applicable law.
- g. The Sub-Grantee has materially modified its budget for the project, and such material modification has not been approved by the Grantee.
- h. The Sub-Grantee commits a material violation of the Internal Revenue Code, or uses funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Sub-Grantee breaches any of the covenants or agreements contained in the Sub-Grantee Acknowledgment and Agreement, or any of the representations and warranties made by the Sub-Grantee in the Grantee Acknowledgment and Agreement is untrue as to a material fact.

It is anticipated that a grant will be rescinded if one of the reasons set forth above exists and no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of the more serious violations (including, without limitation, use of Grantee funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Sub-Grantee), and that termination of a grant will take place in the case of the less serious instances of noncompliance.

General Terms: All of the Standard North Carolina Local Government Contractual Terms and Conditions of the attached rider (LGR- dated March 30, 2020) shall apply to this Agreement and are hereby incorporated into this Agreement as if fully set forth.

The individual signing below certifies his or her authority to execute this Agreement on behalf of the Sub-Grantee. By executing this Agreement, the Grantee, to induce the Grantee to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Sub-Grantee has executed this Agreement this the ____ day _____ 2022 .

Town Of Bermuda Run

Signature: _____(SEAL)

Name of Person Signing (print): _____

Title of Person Signing (print):_____

Date: _____

Davie County, North Carolina

By: _____(SEAL)

County Manager

Date: _____



2022 Council Meeting Schedule

Council Meeting 6 pm

January 11
February 8
March 8
April 12
May 10 (Winmock Loft)
June 14
July 12
August 9
September 13 (Calvary West)
October 11
November 8
December 13

Agenda Meeting *8:30 am

January 25 & February 1 (8 am – Noon)
February 22
March 22
April 26
May 24
Wednesday, June 29
July 26
August 23
September 27
October 25 (Winmock – Davie Room)
November 29
December 22
**8:30 am start time begins in May.*