



PROPOSED AGENDA
Bermuda Run Town Council Meeting
Tuesday, May 9, 2023
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 April 11, 2023, Town Council Meeting Minutes

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

7. Citizens' Comments

8. Proclamation: Older Americans Month

9. Presentation

A. Kim Shuskey, Davie County Senior Services

Mrs. Shuskey will give an overview of the functions, services, and responsibilities of the Senior Services Department in Davie County.

B. Cameron Webb, Davie County Fire Marshall

Mr. Cameron Webb will give an overview of the functions, services, and responsibilities of the Fire Marshall's Office in Davie County, including the Local Emergency Planning Committee (LEPC).

10. Proposed Action Items

A. NCDOT Landscape Maintenance Agreement

Staff recommend action to allow the Town Manager and Town Attorney to negotiate and execute the agreement.

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

B. Pilot View RC&D, Inc. Agreement for Stream Restoration Projects

Staff recommend action to allow the Town Manager and Town Attorney to negotiate and execute the agreement.

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

C. Agreement for Bahnson Lakes Stream Restoration Projects

a. Town of Bermuda Run and Davie County

Staff recommend action to allow the Town Manager and Town Attorney to negotiate and execute the agreement.

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

11. Town Manager Report/Comments

a. Monthly Account Detail Report

12. Council / Mayor Comments

13. Adjourn

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

Town of Bermuda Run

Town Council Meeting Minutes

April 11, 2023 – 6:00 PM

The Town Council of Bermuda Run held its scheduled meeting on Tuesday, April 11, 2023 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, Mike Ernst and Melinda Szeliga

Council Members Absent:

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. Mayor Cross recognized that April 9-15 is National Public Safety Telecommunicators Week.

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

Adoption of the Agenda

Council Member Mike Ernst made a motion to approve the agenda as presented. Council Member Heather Coleman seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.

Approval of the March 14, 2023 Town Council Meeting Minutes

Council Member Heather Coleman made a motion to approve the March 14, 2023 meeting minutes. Council Member Mike Brannon seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.

Citizens' Comments –None

Proposed Action Item:

A. Public Hearing - Updates to the Town of Bermuda Run Comprehensive Plan

The Town Council received public comment on the draft 2023 update to the Town of Bermuda Run Comprehensive Plan. Town Manager Andrew Meadwell went through the process that began in January, 2022 and commended the Planning Board, Benchmark Planning, the Council, staff, and the public that gave input regarding the plan updates.

Mayor Cross Opened the Public Hearing

Citizens' Comments –

Patricia Williams of 124 Parkview Lane (Kinderton Village) spoke regarding her opinion of the Comprehensive Plan updates saying there were parts that she appreciated, but shared that she's still concerned regarding the "tree massacre" that took away their sound barrier, and future development. "When is enough ENOUGH?"

Mayor Cross Closed the Public Hearing

Council Member Mike Brannon shared that he was pleased with the number of surveys received – good feedback from the community. Mayor Rick Cross stated that he wants more interaction and feels we are making continued progress. Thanked all that were involved in the whole process. It's more about progress than growth.

Council Member Heather Coleman made a motion to approve the Resolution of Adoption for the Comprehensive Plan Update. Council Member Melinda Szeliga seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.

B. Budget Amendment BA 2022-23-02 – General Fund Acceptance from Bermuda Run Community Vision Fund

The Town Manager recommends the 2022-2023 General Fund Budget be amended to accept \$800 from the Davie County Community Foundation as revenue and expend \$800 for expenses related to the "2022 Christmas in the Town of Bermuda Run".

Council Member Melinda Szeliga made a motion to approve the proposed budget amendment. Council Member Curtis Capps seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.

C. Proposed 2022-2023 Town Audit Contracts

Eddie Carrick, CPA provided a proposed contract for Town audit services for the year ending June 30, 2023. The audit fee is proposed at \$7,500 and fee per Major Program of \$2,000. A proposed contract for Tourism Development Authority (TDA) audit services for the year ending June 20, 2023 for a fee of \$1,500 remains unchanged from the previous fiscal year. Many towns our size struggle to find a provider of these services, and this is an established firm for the Town of Bermuda Run.

Council Member Mike Ernst made a motion to approve the proposed Town Audit Contracts. Council Member Mike Brannon seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.

Town Manager Comments – Andrew Meadwell shared that there are several Senate and House Bills in legislature that may affect the Town, and he will provide copies to Council members. The Blue Heron Trail opening is getting close. Rules and allowed uses will be discussed at the April Agenda Meeting.

Council Comments – Council Members thanked everyone in attendance, and the one citizen that spoke during the Public Hearing. Mike Brannon added that the Comprehensive Plan is what the Town uses as a guidepost to drive decisions that are made regarding the growth of the town. Mike Ernst made it clear that the town does not own any land, but is just responsible for zoning requirements/decisions. He also shared that RISE/Fusion brings a lot of revenue to town with the sporting events that are well-attended by families from numerous areas.

Mayor Comments –Thanked everyone in attendance.

Davie County is a finalist for All-American City (only county in the running).

There are 19 HOA's in the Town of Bermuda Run and the presidents meet regularly and are actively engaged.

Economic Forum w/ the Village of Clemmons attended by Mayor and Town Manager.

Traffic/Road Improvements continue.

Shredding Event on Saturday, April 15 sponsored by the Bermuda Run Garden Club.

Adjourn

With no further business to discuss, Council Member Mike Brannon made a motion to adjourn.

Council Member Heather Coleman seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.

Approved

Respectfully Submitted

Rick Cross, Mayor

Cindy Poe, Town Clerk



Proclamation Recognizing Older Americans Month 2023

Whereas, the Town of Bermuda Run includes a growing number of older Americans who contribute their time, wisdom, and experience to our community; and

Whereas, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

Whereas, the Town of Bermuda Run recognizes the need to create a community that offers the services and supports older adults may need to make choices about how they age; and

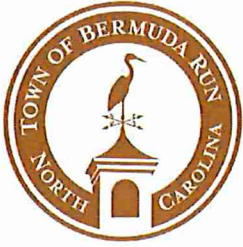
Whereas, the Town of Bermuda Run can work to build an even better community for our older residents by:

- Not limiting our thinking about aging,
- Exploring and combating stereotypes,
- Emphasizing the many positive aspects of aging,
- Inspiring older adults to push past traditional boundaries, and
- Embracing our community's diversity.

Now, therefore, the Town Council of the Town of Bermuda Run do hereby proclaim May 2023 to be Older Americans Month. The Town Council urge every resident to celebrate our older citizens, help to create an inclusive society, and accept the challenge of flexible thinking around aging.

Cindy Poe, Clerk

Rick Cross, Mayor



120 Kinderton Boulevard, Suite 100 • Bermuda Run, NC 27006
(336) 998-0906

Landscape Maintenance Agreement

The North Carolina Department of Transportation as part of project I-0911A (L) is requesting the Town of Bermuda Run to enter into a Landscape Maintenance Agreement for the proposed roadside landscape design and aesthetics project at the Interstate I-40 Interchange Exit 180 and the Interstate I-40 Blue Heron Trail Bahnson Pedestrian Bridge.

The project consists of the Department providing a new landscaping design, installing plantings and landscape features. The agreement also includes that the Department, upon completion of the work, will maintain the plantings for a period of two (2) years, at no expense to the Town.

At the end of the two (2) years establishment period, the maintenance responsibilities will be split between the Department and the Municipality. The Municipality is responsible for maintaining the portion of the project that is within the interchange footprint; this shall include all areas between the ramps and I-40, areas adjacent to the ramps and bridge.

NORTH CAROLINA
DAVIE COUNTY

LANDSCAPE MAINTENANCE AGREEMENT

DATE: 4/12/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: I-0911A(L)

AND

WBS Elements: 34147.3.5

CFDA: 20.205

TOWN OF BERMUDA RUN

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Bermuda Run, a municipal corporation, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department has plans for road improvements from NC 801 to SR 1101 (Harper Road); and,

WHEREAS, the Department and the Municipality propose to make certain landscape improvements under 34147.3.5, Davie County; and,

WHEREAS, the Municipality has agreed to participate in the responsibilities of the Project as hereinafter set out; and,

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of creating a new landscape design, installing plantings, landscaping features and maintenance of landscaping features and aesthetic improvements for the I-0911A(L) (I-40 Widening from Harper Road in Forsyth County to west of NC 801 in Davie County.

PLANNING, DESIGN, RIGHT OF WAY AND UTILITIES

2. The Department shall develop the landscape design and prepare the landscape plans and specifications in accordance with the Department's standard landscaping policies and procedures for highways.
3. All work shall be performed within the existing right of way and in accordance with Departmental standards, policies and procedures.
4. The Department does not anticipate the need to relocate and adjust any municipally-owned utilities at this time. If during the project, it becomes necessary to adjust and relocate the municipally-owned utilities, the Municipality, at no expense to the Department, shall be responsible for the relocation and adjustment of all utilities in conflict with the landscape planting.

CONSTRUCTION

5. The Department shall install, or caused to be installed, said plantings in accordance with the plans and specifications of said project as filed with, and approved by, the Department.

MAINTENANCE

6. Upon completion of the plantings, the Department shall maintain said planting areas for a period of two (2) years, at no expense to the Municipality.
7. At the end of the two (2) years establishment period, the maintenance responsibilities will be split between the Department and the Municipality. The Municipality is responsible for maintaining the portion of the project that is within the interchange footprint at Harper Road; this shall include all areas between the ramps and I-40, areas adjacent to the ramps and bridge. The Municipal Maintenance responsibilities will be in accordance with the following provisions:
8. Maintenance shall include, but not be limited to, the following: watering, mulching, pruning, fertilizing, weeding, pest control, mowing, replacing plant materials and the aesthetic appearance of the decorative pavement. All costs of maintenance shall be borne by the Municipality

9. The Municipality agrees to continually maintain all plantings in accordance with generally accepted horticultural practices. The Department shall have the right to periodically inspect the maintenance practices being utilized by the Municipality.
10. If the Department determines that the Municipality is not properly maintaining the plantings, the Department shall notify the Municipality. If proper maintenance is not performed by the Municipality within a reasonable time after notification, the Municipality agrees that the Department shall perform the necessary maintenance, or at the Department's option, shall return the planted area to a natural condition (i.e. seeded and mulched, etc.). It is further agreed that the costs of the restoration shall be reimbursed to the Department by the Municipality. Reimbursement to the Department shall be made in one final payment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with N.C.G.S. § 147-86.23.
11. In the event these plantings require relocation or removal for highway construction, re-construction, maintenance or safety, the Municipality shall be given the option to remove or relocate any plantings it considers salvageable immediately upon notification by the Department, at no expense to the Department.
12. The Department, at the end of the two (2) year establishment period, shall not be responsible for any damage to the plantings that may be done by third parties.
13. All areas outside of the limits described in Provision 2 will be maintained by the Department. Maintenance will occur within standard Department seasons and cycles.

ADDITIONAL PROVISIONS

14. Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.
15. All terms of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminated if funds cease to be available.

16. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
17. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
18. This Agreement is solely for the benefit of the identified parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth.
19. The Entity is solely responsible for all agreements, contracts, and work orders entered into or issued by the Entity to meet the terms of this Agreement. The Department is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.
20. The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.
21. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
22. To the extent authorized by state and federal claims statutes, the Municipality shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the Department, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Agreement. The Department shall not be liable and shall be held harmless from any and all third party claims that might arise on account of the Entity's negligence and/or responsibilities under the terms of this agreement.

23. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Entity certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.
24. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF BERMUDA RUN

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Bermuda Run

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)



120 Kinderton Boulevard, Suite 100 • Bermuda Run, NC 27006
(336) 998-0906

Draft Pilot View RC&D Inc. (PVI) Service Agreement for Projects

The Town of Bermuda Run is interested in providing flood resiliency, stormwater management and dam rehabilitation with a project associated with three (3) current dams, the Bahnson Lakes, located along a proposed greenway on an unnamed tributary of the Yadkin River to improve the quality of life within the town and surrounding areas. To address these issues the Town is actively researching grant opportunities for funding requests and/or grant applications pertaining to the stream restoration project.

Through this agreement the Town is seeking assistance from PVI for grant/funding opportunities, administrative assistance and technical services administration and technical services provided in engineering and project development to improve flood resiliency and/or improve stormwater management for this project.

This agreement is subject to the Town of Bermuda Run receiving funding and obtaining the necessary property rights and or easements from necessary parties.

**DAVIE COUNTY
NORTH CAROLINA**

Service Agreement

This Agreement is made and entered into on this _____ day of _____ 2023 by and between Pilot View Resource Conservation and Development, Inc., (a North Carolina non-profit corporation) located at 2631 Reynalda Road, Suite B, Winston Salem, North Carolina 27106, and Town of Bermuda Run, a North Carolina municipal corporation, located at 120 Kinderton Blvd, Suite 100, Bermuda Run, NC 27006. Pilot View Resource Conservation and Development Inc. is referred to herein as “Pilot View RC&D” or “PVI”. The Town of Bermuda Run is referred to herein as the “Town”.

The agreement shall be effective from the _____ day of _____ 2023 and shall terminate upon completion of the project.

Recitals

WHEREAS, the Town is interested in providing flood resiliency, stormwater management and dam rehabilitation with a project associated with three (3) current dams and their impoundments known as the Bahnson Lakes located along a proposed greenway on an unnamed tributary of the Yadkin River in the Town.

WHEREAS, the “Project” is more specifically described as rebuilding the dam of the easternmost Bahnson Lake, removing the remaining two Bahnson Lakes, rebuilding and remediating the stream(s) and stream(s) banks of the stream(s) that fed the Bahnson Lakes and build a public greenway along the stream(s), which public greenway will connect to the existing Blue Heron Trail

WHEREAS, Pilot View RC&D Inc. and Town encourage sound environmental projects that are adequately funded. Through this agreement, Town is seeking assistance from PVI for administrative and technical services provided in engineering and project development to improve flood resiliency and/or improve stormwater management for this project. In addition, the Town seeks funds for work to improve the quality of life within the Town and surrounding areas. Such work may be accomplished as sites are determined and site visits made

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual

covenants and agreements set forth herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by the parties, the parties agree as follows:

Section I. Responsibility of Parties:

Pilot View RC&D Inc. will:

1. PVI will, on behalf of the Town, research grant opportunities for funding requests and/or grant applications to the respective organizations pertaining to the Project identified above.
2. PVI will secure contractors/engineering firms for work to be performed per site approval.. In the interest of facilitating this project and assisting the Town and in qualifying for designated funds, PVI will need to enter into subcontracts with such designers and contractors. To that end, PVI has extensive experience funding, managing, and implementing projects comparable to the scope of work in the work described above. PVI rigorously vetted 17 Design/Engineering firms and 10 Construction firms. These service providers have the specialty training, skills, and experience to implement the proposed sustainable engineering methods. PVI will choose an Engineer and Construction firm from its pre-approved service provider pool. Before contracting, PVI will submit to the Town the pre-approved service providers for discussion and identification of potential conflicts of interest .
3. PVI will work with the Town in obtaining all State and Federal permits for construction.
4. PVI will ensure that work performed meets applicable standards and is designed, inspected, and certified by personnel with proper credentials, license, and certification.
5. PVI will make payment to the contractor, designers/engineers, and others for work performed per this agreement or as otherwise provided between the town and PVI.
6. PVI will manage the contracting and the administration of the site-specific project(s) with engineer/technical service provider, contractors, inspection of work, site visits, engineering layout, plantings, seeding, and grading of project work for completion.
7. PVI will ensure that all state, local, and federal permits for work to be performed have been obtained.

8. PVI will provide the project oversight to ensure that the work has been performed according to design. PVI will provide additional project administration, project management, project coordination, site visits, project reporting, and close-out services shown in the budget.
9. PVI will provide the Town with information to comply with reporting requirements required by the grant funding entity.
10. PVI will provide a monthly invoice to the Town for all work performed, including the pro-rated fee of ten percent (10%) of the total project cost.
11. PVI specifically acknowledges that the Town will follow the NC General Statutes regarding public contracting, in particular Chapter 143, Articles 3C and 8. PVI further acknowledges that the grant requirements of the General Statutes may require amendments to this Agreement before the work on the Project may begin.

Town of Bermuda Run will:

11. The Town will follow the N.C. General Statutes specifically Chapter 143, Articles 3C and 8 in contracting with PVI to fulfill its obligations under this Agreement.
12. The Town acknowledges that PVI is not a professional engineer, designer, or construction contractor
12. The Town will accept funding allocated for projects associated with this grant agreement
13. The Town will reimburse PVI for the engineering services and construction cost, permitting, oversight, and administrative cost shown in the budget in the amount not to exceed ten percent (10%) of the total project cost to the extent permitted by North Carolina law. Any reimbursements must be consistent with grant requirements and within the scope of work approved by the Town and the grant funding source. Reimbursements shall not exceed funds available from the grant(s).
14. Town will provide PVI with any information about the project(s) or other information that Town may have on file or gathered through local departments or other engineering services.
15. Town shall obtain and provide PVI ingress and egress permits/easements from all properties within the Project area to provide access for surveys, designs, planning, construction, maintenance, and otherwise needed for the administration and construction of the project.
16. The Town will pay, upon receipt, invoices from PVI for services rendered

in the planning, design, and construction of the project from engineers and contractors, plus ten (10%) percent of total project cost for the administration, funding research, fiscal management, planning, project coordination , and project oversight, to the extent permitted by North Carolina law .

17. The Town will accompany PVI on the final walk-through before project completion and acceptance of work accomplished based on plans and design.

Section II. Governing Law

This Agreement shall be governed by and construed according to the Laws of the State of North Carolina.

Section III. Waiver

The failure of any Party to this Agreement to insist upon the performance of any of the terms and conditions of this Project Agreement, or the waiver of any breach of any of the terms and conditions of this Project Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section IV. Effect of Partial Invalidity

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by all parties after the deletion of the invalid provision.

Section V. Entire Agreement

This Agreement contains the entire agreement between the parties confirms no other promises or inducements have been made to it by PVI or the Town unless contained in writing, attached to this Agreement, or incorporated herein.

Section VI. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by any Party connected with this Agreement shall be binding only if evidenced in

writing signed by each party or an authorized representative of each party.

Section VII. Binding Effect

This Agreement shall bind and inure to the benefit of the parties' respective successors and assigns.

Section VIII. Assignments

This Agreement may not be assigned without the written consent of all parties, but if assigned by agreement, then this Agreement shall be binding on the assignee and the Assignees successors and assigns.

Section IX. Indemnification

18. The Town agrees, to the fullest extent permitted by law, to release, defend, protect, indemnify and hold harmless PVI its employees and agents against claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of:

- (a) Damages or injuries to persons or property caused by the negligent acts or omissions of the Town, the Town's designers, the Town's contractors, their employees, or agents in connection with the design, construction, use, or management of the Project and Property; or (b) The use or presence of any hazardous substance, waste, or other regulated material in, under, or on the property.

19. PVI agrees, to the fullest extent permitted by law, to release, defend, protect, indemnify and hold harmless the Town, its officials, employees and agents against claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of: (a) Damages or injuries to persons or property caused by the negligent acts or omissions of PVI or PVI's designers, contractors, their employees, or agents in connection with the design, construction, use, or management of the Project and Property; or (b) Use or presence of any hazardous substance, waste, or other regulated material in, under, or on the property.

This indemnity shall survive the disbursement of the grant funds, as well as any termination of the Grant Agreement or Project Agreement.

SECTION 12. IMPOSSIBILITY

20. If for any reason any of the grant funds under the grant agreement are not available for use on this project prior to the grant's expiration date, either Party may declare the Project and this Agreement terminated, and neither Party shall have any further obligations or responsibilities. In the case of such termination only for the unavailability of grant funds, PVI shall be entitled to receive payment for work executed and costs incurred by reason of such termination.

SECTION 13. FORUM SELECTION

21. Any litigation shall be brought in the General Courts of Justice in Davie County, NC or if in U.S. Court, in the Middle District of North Carolina.

SECTION 14. BREACH

22. Either Party may declare the other Party in breach of this Agreement at any time, provided that the Party alleged to be in breach shall have thirty days to cure said breach, or prove to the non-breaching Party that they are diligently working to cure said breach,

23. If after thirty days, the Party in breach has failed to cure, or provide satisfactory evidence that the breach is being cured, the non-breaching party may terminate this Agreement.

SECTION 15. NOTICES

24. Notices. Notices made about this Agreement may be delivered to the parties listed below or mailed via USPS or other delivery service suitable for delivery under the NC Rules of Civil Procedure, postage prepaid to the parties list below. If mailed, delivery shall be deemed to occur as stated on any receipt of delivery, or if not receipt three days after the notice has been placed in the hands of the deliverer.

If to the PVI:

_____ NC 27_____

If to the Town: Town Manager
120 Kinderton Blvd., Suite 100

Bermuda Run. NC 27006

With a copy to: Bermuda Run Town Attorney
Fleming & Williams
284 S. Main Street
Mocksville, NC 27028

Signature Page:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
under seal by their duly authorized representatives as of the date stated above.

, Town of Bermuda Run

Date: _____

By: _____

Rick Cross, Mayor

Pilot View RC&D Inc.

Date: _____

By: _____
Darin Young, Chair



120 Kinderton Boulevard, Suite 100 • Bermuda Run, NC 27006
(336) 998-0906

Draft Bahnson Lakes Stream Restoration Project Agreement

The Town of Bermuda Run is interested in providing flood resiliency, stormwater management and dam rehabilitation with a project associated with three (3) current dams, the Bahnson Lakes, located along a proposed greenway on an unnamed tributary of the Yadkin River to improve the quality of life within the town and surrounding areas. To address these issues the Town is actively researching grant opportunities for funding requests and/or grant applications pertaining to the stream restoration project.

These lakes and dams were built in the 1930's on the former Bahnson property and serve as a historic landmark for Davie County. The lakes are currently in the ownership of the Hillsdale Group (middle and lower lakes) and Davie County (upper lake).

The Davie County property (C80000000116) is 2.66 acres and includes infrastructure improvements of a Davie County Utilities wastewater pump station, access road and easements. The property also includes a portion (1.43 acres) of the upper lake. The total upper lake surface area is 2.5 acres

The Town is asking Davie County to enter into an agreement to transfer ownership of the property identified as (Parcel ID C80000000116) excluding an approximately 0.27-acre utility infrastructure portion of the property to the Town of Bermuda Run for the stream restoration project.

This agreement is subject to the Town of Bermuda Run receiving funding and obtaining the necessary property rights and or easements from necessary parties.

DAVIE COUNTY

INTERLOCAL AGREEMENT

NORTH CAROLINA

This Interlocal Agreement pursuant to N.C. Gen. Stat. §160A-461 is made and entered into this the ____ day of _____, 2023, by and between Davie County, a North Carolina body politic, hereinafter referred to as the “COUNTY”, and the Town of Bermuda Run, a North Carolina municipal corporation hereinafter referred to as the “TOWN”. The COUNTY and the TOWN together are the PARTIES, singular is PARTY.

WITNESSETH

WHEREAS, The County owns real property located adjacent to Lakeside Crossing in the Town on which it operates a wastewater pumping station. This real property is identified as being Davie County Tax Map C8, Parcel 116, Davie County Tax PIN 5872 66 3332 and is further described by a deed recorded at Book 857, Page 163 in the Davie County Registry. This real property is referred to herein as the “Property;” and

WHEREAS, The Town may obtain a grant from the State of North Carolina (the “Grant”) or other potential grantmaking authorities in order to rebuild the dam of the easternmost of the lakes that are known locally as the Bahnson Lakes, remove the remaining two Bahnson Lakes, rebuild and remediate the stream(s) and stream(s) banks of the stream(s) that fed the Bahnson Lakes and build a public greenway along the stream, which public greenway will connect to the existing Blue Heron Trail (collectively known as the “Project”); and

WHEREAS, In order to build the Project the State requires the Town to secure certain property rights to the lands subject to the Project, including the County’s Property; and

WHEREAS, The Town needs a temporary construction easement to the County’s property in order to build the Project and fee simple ownership of the County’s property, save and except the parcel of real property upon which the County’s wastewater pumping station is located, together with any necessary easements to any appurtenances, for ingress, egress and utilities. The North Carolina General Statutes permit the conveyance of real property between towns and counties under N.C. Gen. Stat. §160A-279, *Sale of property to entities carrying out a public purpose*. At the conclusion of construction of the Project, the County agrees to convey the Property to the Town, save and except the property containing the wastewater pumping station; easements to any appurtenances; and an access easement to the wastewater pumping station.

NOW THEREFORE, as consideration of the promises and covenants contained herein in this Agreement and the further consideration set out below, the TOWN and the COUNTY agree as follows:

1. The Grant. The Town will notify the County of receipt of the grant and any requirements of the Grant regarding the conveyance of the County’s Property.
2. The Construction Schedule. As soon as it may reasonably be determined, the Town will inform the County of the schedule of construction of the property.
3. The Temporary Construction Easement. The County will grant the Town a temporary construction easement to the property as soon as reasonable after the Grant is awarded to the Town. The Town will pay the costs of surveying (if any), grant preparation and conveyancing.

4. The Fee Simple Conveyance. After completion of the Project the County will convey the Property to the Town, save and except the parcel of real property upon which the County's wastewater pumping station is located, together with any necessary easements to any appurtenances, for ingress, egress and utilities, pursuant to N.C. Gen. Stat. § 160A-279 by special warranty deed free and clear of all liabilities, liens, claims, encumbrances and other matters adversely affecting title. The Town will pay the costs of surveying (if any), grant preparation and conveyancing.
5. Feasibility Period. The Town shall have a ninety (90) day period from the date the Grant is awarded to determine if the Town wishes to proceed with the Project and to conduct tests on the property as reasonably necessary. . The Town shall have the right to terminate this Agreement at any time during the Feasibility Period. The Town may extend the Feasibility Period for a second period of ninety (90) days. The Town agrees to indemnify and hold harmless the County from any losses, costs, or damages actually incurred by the County as a result of the Town's entrance onto the Property to conduct said tests.
6. Closing. The closing will take place at a mutually agreeable location in Mocksville, NC at a time to be determined by the Parties.
7. Grant Approval; Condition Precedent. The Town's obligation to close the transaction with the County is contingent upon the Town receiving the Grant and obtaining the necessary property rights from other property owners as required by the State of North Carolina.
8. Brokers. Neither Party will pay any brokerage commissions, finder's fees or any other items claimed to be due or owing to any third party for the opposite Party.
9. Survey & Title; Additional Reports. The County will provide the Town with all current title information and a copy of existing surveys of the Property, as well as any other applicable information related to title, in the County's possession, within fifteen (15) business days of the full execution of this Agreement.
10. Default. In the event the Town breaches the Agreement by failing to close the purchase of the Property despite the satisfaction of all contingencies, the County shall, as its sole remedy, retain the surveys prepared by the Town as liquidated damages at which point the Agreement would be terminated. In the event the County breaches the Agreement by failing to close the purchase of the Property with the Town, the Town shall be entitled to (i) the remedy of specific performance.
11. Notices. Notices made about this Agreement may be delivered to the parties listed below or mailed via USPS or other delivery service suitable for delivery under the NC Rules of Civil Procedure, postage prepaid to the parties list below. If mailed, delivery shall be deemed to occur as stated on any receipt of delivery, or if not receipt three days after the notice has been placed in the hands of the deliverer.

If to the County: County Manager
123 S. Main Street
Mocksville NC 27028

With a copy to: County Attorney
123 S. Main Street
Mocksville NC 27028

If to the Town: Town Manager

120 Kinderton Blvd., Suite 100
Bermuda Run. NC 27006

With a copy to: Bermuda Run Town Attorney
Fleming & Williams
284 S. Main Street
Mocksville, NC 27028

12. Forum Selection. The proper forum for legal disputes arising from this Agreement shall be the General Courts of Justice in Davie County, NC.
13. Counterparts. This Agreement may be signed in counterparts.
14. This document constitutes the entire Agreement between the Parties hereto as to the Project and the property conveyances described herein and shall only be modified or amended at such times and with the consent of the Parties by an express written and signed amendment.

IN WITNESS WHEREOF, THE COUNTY AND THE TOWN have each caused this instrument to be signed in the corporate name by its duly authorized officers by authority of their respective governing bodies the day and year first above written.

Town of Bermuda Run

Attested to:

Rick Cross, Mayor of the Town
of Bermuda Run

Clerk

Davie County

Attested to:

Terry Renegar, Chairman of Davie
County Board of Commissioners

Clerk

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

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

Finance Office- Davie County

Finance Officer- Town of Bermuda Run

Approved as to form- County Attorney

Approved as to form- Town Attorney

TOWN OF BERMUDA RUN DETAIL ACCOUNT INQUIRY BY FUND

FY 2022-2023

PERIOD: 04/01/2023 TO 04/30/2023

10-10-00-005 BOTO - Checking

| | | | | <u>BAL FORWARD</u> | <u>PERIOD TO DATE</u> | <u>ACCT BAL</u> |
|-------------|------------|--------------------------------|-------------------------|--------------------|-----------------------|-----------------|
| | | | | -521,007.32 | -95,392.98 | -616,400.30 |
| <u>DATE</u> | <u>MOD</u> | <u>REFERENCE</u> | <u>JE # or VOUCHER#</u> | <u>CHECK#</u> | <u>DEBIT</u> | <u>CREDIT</u> |
| | | BALANCE FORWARD | | | | <u>BALANCE</u> |
| 04/03/2023 | CA | DEP 4323 RFIDs | | | 480.00 | -413,987.78 |
| 04/03/2023 | FL | Sweep | 3530 | | | 421.77 |
| 04/04/2023 | FL | Sweep | 3531 | | 164,379.55 | -413,507.78 |
| 04/06/2023 | FL | Sweep | 3532 | | 50.00 | -413,929.55 |
| 04/07/2023 | FL | Sweep | 3533 | | 3,252.24 | -249,550.00 |
| 04/10/2023 | CA | DEP 41023 RFIDs | | | 160.00 | -249,500.00 |
| 04/10/2023 | FL | Sweep | 3534 | | | 160.00 |
| 04/10/2023 | AP | DETAIL/SUMMARY CHECK POSTING | | | | 3,252.24 |
| 04/12/2023 | FL | Sweep | 3535 | | 9,881.61 | -246,247.76 |
| 04/13/2023 | AP | DETAIL/SUMMARY CHECK POSTING | | | | 461,054.97 |
| 04/13/2023 | CA | DEP 41323 RFIDs | | | 320.00 | -239,618.39 |
| 04/13/2023 | FL | Sweep | 3536 | | 1,690.00 | -700,673.36 |
| 04/14/2023 | FL | Sweep | 3537 | | 23,837.67 | -700,353.36 |
| 04/14/2023 | FL | Prudential retirement | 3542 | | | 1,058.96 |
| 04/14/2023 | FL | Flex Pay | 3543 | | | 72.26 |
| 04/14/2023 | AP | DETAIL/SUMMARY CHECK POSTING | | | | 6,188.75 |
| 04/14/2023 | FL | Payroll Liabilities | 3544 | | | 2,561.64 |
| 04/17/2023 | CA | DEP 41723 ABC | | | 43,769.00 | -682,145.66 |
| 04/17/2023 | FL | Sweep | 3538 | | 23,269.07 | -684,707.30 |
| 04/17/2023 | FL | Sales & Use Tax | 3541 | | 36,131.11 | -640,938.30 |
| 04/18/2023 | CA | DEP 41823 Davie Co. Property T | | | 34,428.43 | -617,669.23 |
| 04/18/2023 | FL | Sweep | 3539 | | | 18,718.31 |
| 04/19/2023 | FL | Sweep | 3540 | | 5,639.33 | -581,538.12 |
| 04/20/2023 | CA | DEP 42023 RFIDs | | | 1,720.00 | -547,109.69 |
| 04/21/2023 | CA | DEP 42123 Sewer Reimbursement | | | 24,209.90 | -565,828.00 |
| 04/21/2023 | FL | Sweep | 3545 | | 227,018.45 | -560,188.67 |
| 04/21/2023 | FL | Sweeo | 3548 | | 32,762.02 | -558,468.67 |
| 04/24/2023 | FL | Office Supplies | 3554 | | | 118.94 |
| 04/24/2023 | FL | Meeting Supplies | 3556 | | | 24.93 |
| 04/24/2023 | FL | Sweep | 3549 | | 24,422.17 | -534,258.77 |
| 04/25/2023 | FL | Sweep | 3550 | | 1,053.03 | -307,240.32 |
| 04/25/2023 | FL | Meeting supplies | 3555 | | | 9.34 |
| 04/26/2023 | CA | DEP 42623 RFIDs | | | 380.00 | -274,478.30 |
| 04/26/2023 | FL | Sweep | 3551 | | 13,411.12 | -274,597.24 |
| 04/27/2023 | AP | DETAIL/SUMMARY CHECK POSTING | | | | 372,970.10 |
| 04/27/2023 | FL | Sweep | 3552 | | 1,200.00 | -250,200.00 |
| 04/28/2023 | FL | Sweep | 3553 | | 5,569.80 | -249,146.97 |
| 04/28/2023 | FL | Payroll Liabilities | 3560 | | | 2,760.69 |
| 04/28/2023 | AP | DETAIL/SUMMARY CHECK POSTING | | | | 7,552.49 |
| 04/30/2023 | FL | Orbit Retirement | 3557 | | | 3,391.04 |
| 04/30/2023 | FL | Prudential Retirement | 3558 | | | 1,043.69 |
| 04/30/2023 | FL | Flex Pay | 3559 | | | 86.90 |

SUBTOTALS FOR ACCOUNT 10-10-00-005 : 679,034.50 881,447.02

679,034.50 881,447.02

.....+P

1,000.00+

250,000.00-

367,400.30-

616,400.30*