



PROPOSED AGENDA
Bermuda Run Town Council Meeting
Tuesday, May 14, 2024
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
 - a. Recognition of Quorum
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 9, 2024, Town Council Meeting Minutes

Motion: _____ Second: _____ In Favor: _____ Opposed: _____
7. Citizen's Comments
8. Proclamation Older American's Month-Mayor Brannon
9. Davie County Sheriff's Office Update-Sheriff JD Hartman
10. Proposed Action Item
 - A. Approval of Solid Waste/Recycling Services Contract-Republic Services

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

Motion: _____ Second: _____ In Favor: _____ Opposed: _____
 - B. Approval of Interlocal Agreement with Davie County

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

Motion: _____ Second: _____ In Favor: _____ Opposed: _____
 - C. Resolution of Approval for Sewer and Stormwater Engineering Services-Hazen & Sawyer

The Town Manager is recommending approval of Resolution

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

D. Resolution of Approval for Transportation and Stormwater Engineering Services-Wetherill Engineering, Inc.

The Town Manager is recommending approval of Resolution

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

E. Resolution of Approval for Stormwater Engineering Services-LJB, Inc.

The Town Manager is recommending approval of Resolution

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

F. Approval of Planning Administration Services Contract-Benchmark CMR, Inc.

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

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

11. Comprehensive Plan Progress Status

12. Town Manager Report/Comments

- a. Monthly Account Detail Report
- b. Presentation of FY 24-25 Budget

13. Mayor Comments

14. Adjourn

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

Town of Bermuda Run

Town Council Meeting Minutes

April 9, 2024 – 6:00 PM

The Town Council of Bermuda Run held its scheduled meeting on Tuesday, April 9, 2024 at 6:00 PM. The meeting was held at the Bermuda Run Town Hall.

Council Members Present: Mayor Mike Brannon, Mike Ernst, Rae Nelson, Christy Schafer, Melinda Szeliga, and Jeff Tedder

Council Members Absent:

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

Call to Order Mayor Mike Brannon 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 of a reflective moment of silence

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

Adoption of the Agenda

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

Approval of the March 12, 2024 Council Meeting Minutes

Council Member Melinda Szeliga made a motion to approve the March 12, 2024 Council Meeting Minutes. Council Member Rae Nelson seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.

Citizen Comments

- Dan Bourland of 346 Yadkin Valley Rd spoke regarding goals of Bermuda Run and said wanted the town to get guidance on how the 10/70 requests are allocated.
- Erin Dinero of 147 Haywood Dr quoted portions of the DEQ audit, saying that the findings presented were not true.

1. Proposed Action Items

A. Public Hearing 10/70 Request Davie Construction

The applicant is petitioning the Town of Bermuda Run for the approval of a 10/70 provision for 0.044 acres (1.906 sq. ft.) of project area for a commercial project. The site currently has 0.217 acres (33%) of existing impervious area. The applicant is proposing 0.366 acres of total impervious area on the site. The total impervious area of the site would be 55.71% percent.

Brad Chapman of Davie Construction gave information regarding the Caribou Coffee location, saying that this 10/70 allocation would allow for 10 parking spots needed.

Mayor Brannon Opened the Public Hearing

- There were no public comments.

Mayor Brannon Closed the Public Hearing

Council Member Rae Nelson made a motion to approve the requested 10/70 allocation. Council Member Jeff Tedder seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.

B. Public Hearing 10/70 Request Hall Walker

The applicant is petitioning the Town of Bermuda Run for the approval of a 10/70 provision for 59.54 acres of project area for a multi-use development project. The project area currently consists of 6.57 acres that is outside of the watershed. The applicant is proposing 24.44 acres of impervious area on the site. The total impervious area of the site would be 41.04 % percent.

Amanda Hodieme, Attorney for the developer (Bermuda Run Investments, LLC) explained how they have used the past 8 months to pause and reflect, adding that tonight is a threshold to set up the rest of the development sequence. She shared the vision of the Fords and showed how the property would look with the 10/70 allocation, and without the 10/70 allocation. They have changed the access point from Yadkin Valley Road to Hwy. 801 based on concerns regarding traffic flow. Environmental regulations are being followed and protections are in place as required by the state. Council Member Melinda Szeliga asked for clarification that if the 10/70 was not allocated, it would be all multi-family (instead of a combination of townhomes and apartments).

Mayor Brannon Opened the Public Hearing

- Vera Williamson of 229 Haywood Drive – Shared a slideshow (included in minutes) saying 10/70 was a “privilege, not a right”, and asked for a deferred vote.
- Carl Carney of Davie Construction – Concerned about affordable housing in the area, giving examples of his own kids and employees wanting them to be able to stay in the area. Felt it would be wise to approve the 10/70 request as this was a good project proposal.
- Dan Bourland of 346 Yadkin Valley Rd – There needs to be improvements on how the town approves 10/70 requests. Be conservative and protect watershed.
- Beth Bourland of 346 Yadkin Valley Rd – Feels that the town is becoming “less charming” and failing to “Just Be”. Concerned about traffic and stormwater studies.
- Matt Belford of 270 Yadkin Valley Rd. – Quoted the Comprehensive Plan and called it “ancient history”, saying it is just “hollow words on paper”.
- Elizabeth Hutcherson of Haywood Drive – Questioned total acres and accuracy saying numbers were inaccurate.
- Erin Dinero of 147 Haywood Drive – Says her parcel abuts the Hall Walker property and she worries about a “bait and switch”. Wanted to appeal to the common sense of the Council, saying that it was a “no brainer” to turn down the request. However, she added that she is not “anti-development.”
- Teresa Snider of Yadkin Valley Rd – Read a letter from the Yadkin River Keeper who is opposed to the request due to the negative impact on the streams, creeks.
- Monica Belford of 113 Oakwind Dr (Kinderton Village) Stated that she lives in a condo, and is in favor of affordable housing but not what is being proposed. High density affects home values.

- Patricia Williams of 124 Parkview Ln (Kinderton Village) – Applauds the town now videoing the meetings. “More doesn’t mean better.” Look at the future – Trees gone makes noise from I-40 horrible.

Mayor Brannon Closed the Public Hearing

Attorney for developer, Amanda Hodieme clarified misquotes. Development plans not about density/land use, but about the shape it takes. This is a threshold decision – which allows them to decide permits for which to apply. Council Member Rae Nelson addressed the height limit of 3 stories when project mentioned 4. (At the time of the application, 4-story buildings were allowed.) Council Member Christy Schafer asked for clarification regarding buffering (greenery, fence). Council Member Jeff Tedder asked about timing of the project. (Depending on outcome of tonight’s meeting, it will probably be developed in 2-4 phases.)

Council Member Melinda Szeliga made a motion to approve the 10/70 request with conditions. Council Member Christy Schafer seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.

C. Public Hearing Annexation Request Hall Walker

The Town has received petition(s) for a contiguous and a noncontiguous annexation of property being described as Davie County Tax Parcels C700000115, C70000011501, C700000112 and referenced as the “Hall Walker Property”. On January 9th, 2024, the Town Council adopted a Resolution directing the Town Clerk to investigate the petition. The Town Clerk has submitted a Certificate of Sufficiency of the petition.

Mayor Brannon Opened the Public Hearing

- Paul Dixon of 120 Kilbourne Dr – Shared concerns regarding the impact on the town. Concerned about population – schools, law enforcement, traffic. Mentioned “Show us the Plan”
- Elizabeth Hutcherson of Haywood Drive – Wanted to go on record as questioning the zoning and land use.
- Jim Fulghum of 357 Town Park Dr – Pointed out concerns for fire/police protection, EMS and timely medical care, street maintenance and other services – financial impacts on the town.
- Charlene Genaway of 150 Brookstone Dr – Against high density, feels watershed is being ignored. There will be more expenses with adding residents and would love to hear the benefits, “when the town can’t service what you have.”

Mayor Brannon Closed the Public Hearing

Council Member Christy Schafer made a motion to approve the annexation request. Council Member Mike Ernst seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.

Mayor Comments –

Mayor Mike Brannon thanked the speakers and all in attendance. He also thanked the Council and Town Staff for their professionalism. Bermuda Run Garden Club Shredding Event Saturday, April 13. Sheriff Hartman will be speaking at the May 14 Council Meeting.

Adjourn

With no further business to discuss, Council Member Jeff Tedder made a motion to adjourn. Council Member Mike Ernst seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.

Approved

Respectfully Submitted

Mike Brannon, Mayor

Cindy Poe, Town Clerk



Proclamation Older Americans Month 2024

Whereas, the Town of Bermuda Run and Davie County 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, we, the Bermuda Run Town Council do hereby proclaim May, 2024 to be Older Americans Month. We urge every resident to celebrate our older citizens, help to create an inclusive society, and accept the challenge of flexible thinking around aging.

Mike Brannon, Mayor

Date



TO: Town Council

DATE: May 7, 2024

RE: Solid Waste/Recycling Services Contract

The Requests for Proposal (RFP) process was used for solicitation of solid waste and recycling collection services for the Town of Bermuda Run. Republic Services currently provides these services for the Town and their contract expires June 30, 2024. Staff recommends remaining with Republic Services for the annual cost of \$361,216.92.00.

BID TABULATION SHEET

**Town of Bermuda Run
120 Kinderton Blvd, Suite 100
Bermuda Run, NC 27006**

**Solid Waste Recycling Collection Services
December 8, 2023 – 2:00 PM**

CONTRACTOR			
Green for Life Environmental (GFL)	Declined to Bid		
Meridian Waste	\$453,060.00*		
Republic Services	\$361,216.92		
Wall Recycling, LLC	\$538,148.00		
Waste Management	\$419,929.44**		

Highlights of Proposal

- Five (5) year contract
- Participation and sponsorship of community events
- Expanded service routes in Kinderton Residential

Five (5) Year Term COST / FEE PROPOSAL FORM

Proposers Name:

Solid Waste Services

Proposer must fill in all proposed pricing. Prices are for all services identified within the RFP. All unit prices shall be rounded to the nearest cent. Unit numbers provided are for evaluation purposes only; the Town makes no guarantee as to the number of units to be serviced. **Prior to contract execution a final unit count will be established.**

2024-2025 Estimated Numbers:

House Count: 1,500 (Minimum)

Dumpsters at Condos (weekly/bi weekly service depending on location):

(8-yard dumpster service at 2 locations totaling 60 units)

Category	Description	Cost Per Unit Per Month	Rental Fee Per Cart/Dumpster Per Month)
House Count= ~1,500 minimum	Residential Weekly Trash Service	\$ <u>15.75</u> \$14.71*	\$ <u>32,250</u> /month \$29,250 *
	Residential Recycling Service (EOW)	\$ <u>5.75</u> \$4.79*	
Condo Dumpsters			
	Trash Service – 8CY	\$ <u>175.58</u> 1pu/wk \$ <u>351.08</u> 2pu/wk \$ <u>526.63</u> 3pu/wk \$ <u>702.17</u> 4pu/wk	\$ <u>351.16</u> /month* 2-8yards serviced 1x per week Kinderton Residential
	Cart delivery at start of contract	New Cart delivery to residents	No additional charge
	Totals		\$32,601.16/ month \$29,601.16*
Bulk Items Pick-Up (Fall and Spring) Approx. 80 tons per event	Disposal Service for all residential units.	\$225.00 per haul \$50.00 per ton est: 6 hauls annual @2 ton average	\$1,950.00 per event, est 2
E-waste (Spring) Approx.. 8.14 tons Currently provided at no cost	Provided at no cost	\$1,600 per event	\$2,100.00 per event, est 1
Totals			\$6,000.00
Annual Cost			\$397,213.92 / \$361,216.92*

*pricing with current equipment in place

Daily Reporting Requirements

A route summary report shall be provided that informs the Town of any misses or areas missed. This shall be provided via email to the Town Manager in order to respond to any public inquiries. This can be submitted by summarizing the vehicle's GPS audit. The Town also requests a daily report of any cans that need servicing as noticed by route drivers or residents contacting the contractor directly.

This is further detailed in 5.21

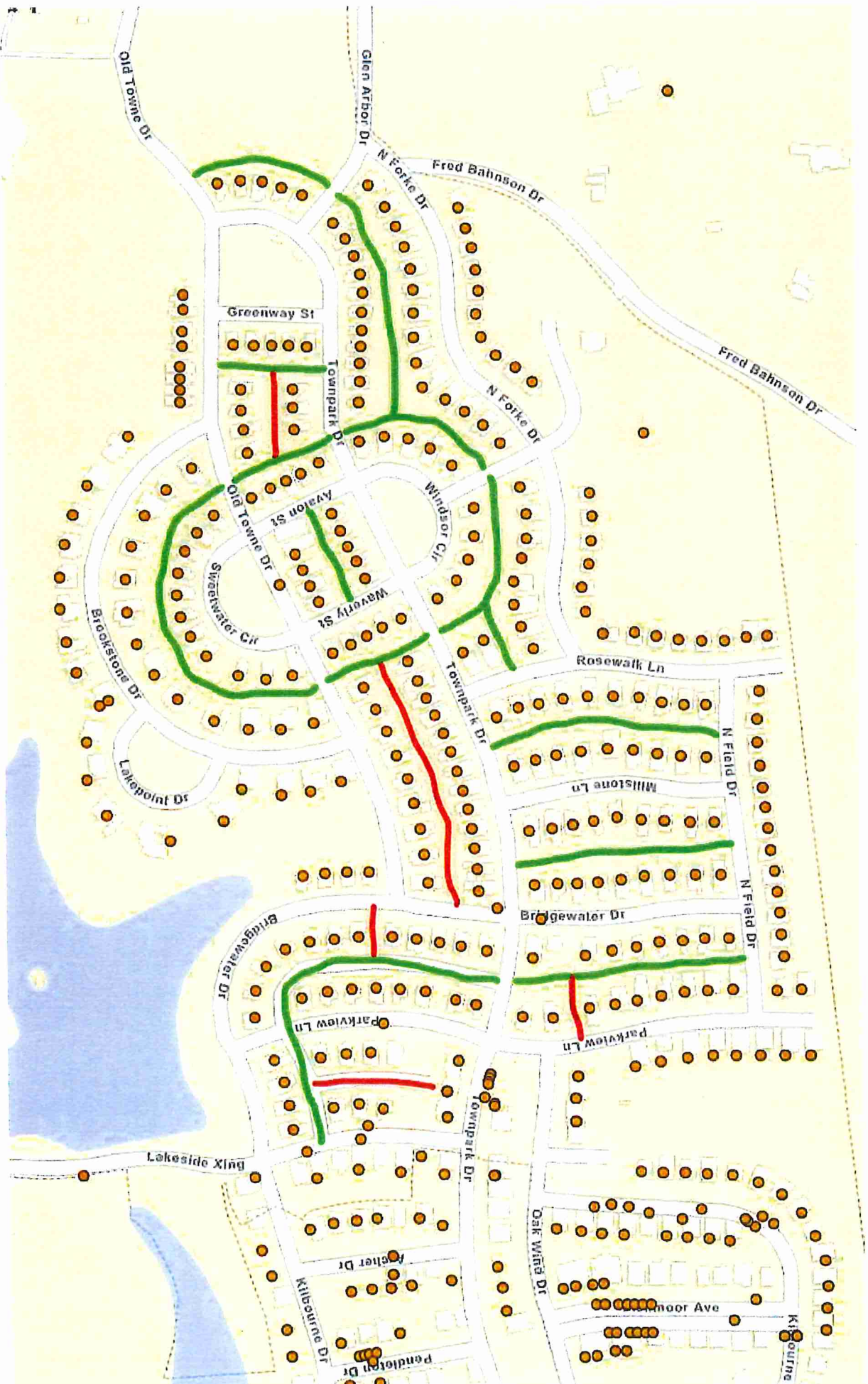
Condo location details:

1. Kinderton Residential: Town Park Drive. —2dumpsters

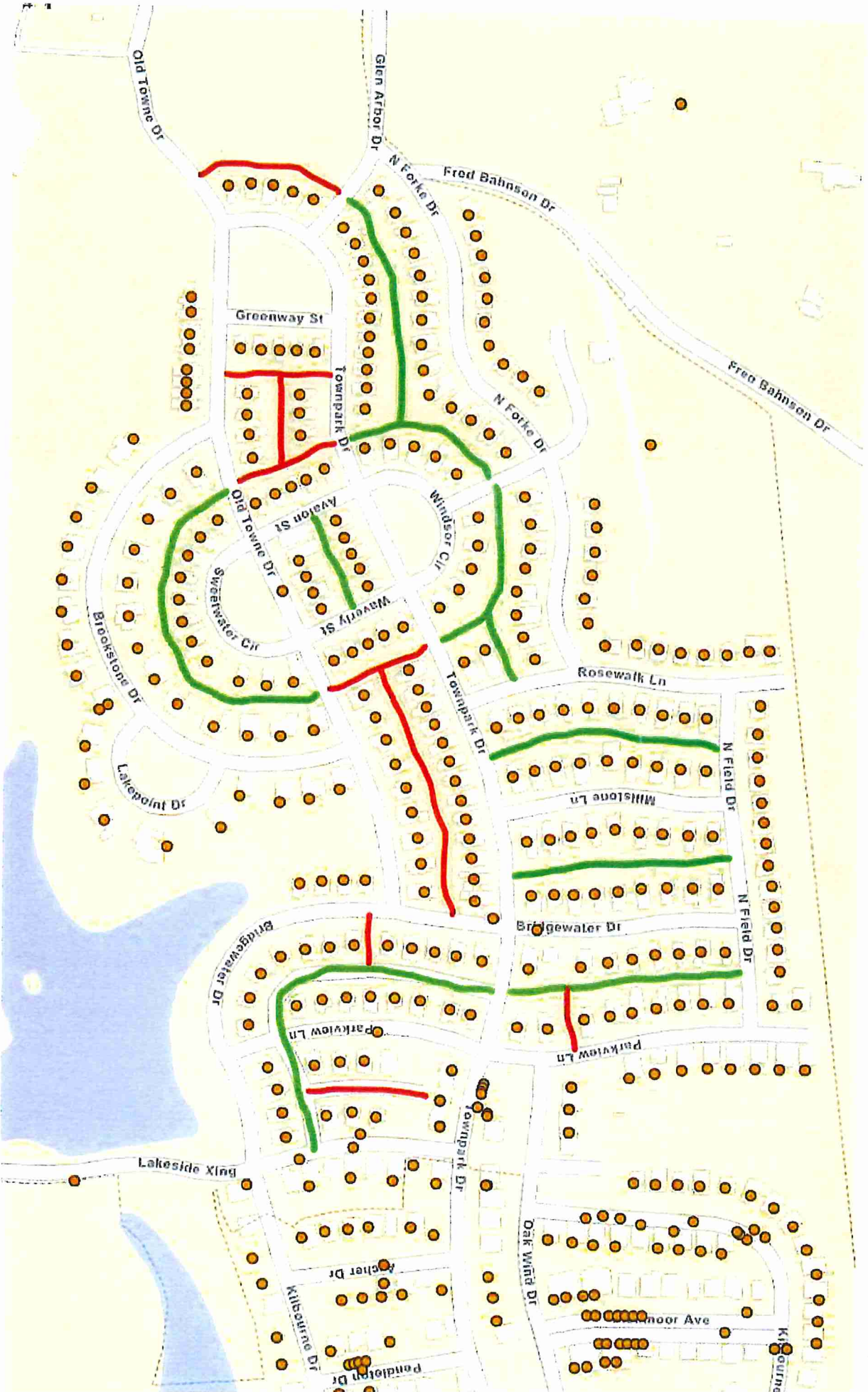
Attachment B



Proposed Service Routes
Proposed Non-Service Routes



Current Service Routes
Current Non-Service Routes



ATTACHMENT A

North Carolina
Davie County
Town of Bermuda Run

SOLID WASTE AND RECYCLABLES COLLECTION AGREEMENT

THIS AGREEMENT (the "Agreement") effective as _____ (the "Starting Date") by and between the Town of Bermuda Run, North Carolina, a North Carolina municipal corporation (hereinafter referred to as the "Town"), and Republic Services of North Carolina, LLC (hereinafter referred to as Republic Waste Services or as "Contractor").

WHEREAS, the Town desires the Contractor to provide solid waste and recyclables collection to its citizens; and

WHEREAS, the Contractor desires to provide such solid waste and recyclables collection services; and

WHEREAS, Republic's bid and submission of pricing is contingent upon the parties' good faith negotiation of a mutually agreeable contract. If the parties cannot reach agreement on a mutually agreeable contract, Republic reserves the right to withdraw its proposal.

WHEREAS, all parties hereto desire to set forth the rights and obligations of the parties in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual premises and the compensation as defined below and other good and valuable consideration, the parties hereto hereby agree as follows:

SECTION 1 - DEFINITIONS

For the purpose of this collection services contract, hereinafter referred to as "Contract", the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section or Agreement, the definition of such word or phrase as the definition of such word or phrase as contained in the most recent edition of the Merriam-Webster Unabridged Dictionary shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. To the extent the definitions contained herein conflict with

similar definitions in any federal, state or local law, the definition in the law(s) shall prevail. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Area Miss means missed collection involving one hundred (100) or more Residential Units and Designated Non-Residential Locations in the Service Area on one collection day.

Appliances see White Goods.

Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

Building Material see Construction Debris.

Bulky Waste means large items of solid waste such as furniture, mattresses, white goods, scrap tires and other items too large for the Roll-Out Cart, including any oversized wastes whose large size precludes or complicates their handling by normal solid waste collection. Bulky Waste as defined here shall include property owner or tenant generated building materials.

Back/Side Door Service means rear-yard or special handling service provided to those individuals unable to place their Residential Garbage or Bulky Waste curbside for collection due to Physical Impairment and where no person(s) capable of placing the Residential Garbage or Recycling curbside resides at the dwelling.

Town means the Town of Bermuda Run, North Carolina, or it's authorized agent(s) as listed in 19.17.

Collection Schedule means the days of collection authorized by the Contract.

Collection Services means Residential Garbage, Recyclables, and Bulky Waste collection, as described herein.

Computer Equipment means any desktop central processing unit, any laptop computer, the monitor or video display unit for a computer system, and the keyboard, mice, and other peripheral equipment as defined in N.C.G.S. § 130A-309.91. Computer equipment does not include a large piece of commercial or industrial equipment, such as commercial medical equipment, that contains a cathode ray tube, a cathode ray tube device, a flat panel display, or similar video display device that is contained within, and is not separate from, the larger

piece of equipment, or other medical devices as that term is defined under the federal Food, Drug, and Cosmetic Act.

Construction Debris means waste building materials resulting from construction, remodeling, repair, or demolition operations generated by property owner or tenant.

Contract means this Agreement as executed for the provision of solid waste collection services in the Town, including all of the provisions, responsibilities, procedures, remedies, and attachments without exception.

Contract Administrator means the Town's Manager, or designee, assigned to administer this Contract on behalf of the Town.

Contract Term means the duration of the Contract, measured from the Starting Date as set forth in this Agreement.

Courtesy Collections means special collection requests by the Town that the Contractor shall be responsible for providing within the same time period as regularly scheduled collections.

Customer means the recipient of collection services within the Town, provided through this Contract, and includes Residential Units and Designated Non-Residential Locations.

Damages means agreed to, actual, compensatory, consequential, continuing, direct, irreparable, punitive, presumptive, proximate and/or rescissory damages incurred by the Town, the payment of which shall not be an exclusive remedy.

Dead Animals means animals or portions thereof equal to or less than 100 pounds in weight, that have expired from any cause, except those slaughtered or killed for human use.

Designated Collection Area means the geographic area of which the Contractor will provide collection and other services pursuant to the Contract. Collection points will be at the curb for Residential Garbage, Recycling, and Bulky Waste and in the back/side yard for Customers receiving Back/Side Door Service for Residential Garbage & Recycling.

Designated Disposal Facility means a facility to which Garbage and Bulky Waste collected under the Contract must be delivered. The disposal facility for Residential Garbage and Bulky Waste collected as part of this Contract shall be a properly approved site.

Designated Non-Residential Location means a non-residential location in the Service Area that receives collection and other solid waste services from the Contractor. An example would be public facilities.

Designated Recycling Facility means a Materials Recovery Facility selected by the Contractor for delivery of Recyclables collected under this Contract. The facility shall be designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclables for sale.

District Manager means the employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Contract.

Electronic Waste (E-waste) means computer equipment, televisions, and residential consumer products that contain a circuit board. This category would include any printing device such as a printer, a scanner, a combination print-scanner-fax machine, or other device designed to produce hard paper copies from a computer; stereo equipment; telephones, cell phones, and similar recyclable products. E-waste does not include electronics from an automobile, an appliance or a large piece of commercial or industrial equipment, such as commercial medical equipment, that contains a cathode ray tube, a cathode ray tube device, a flat panel display, or similar video display device that is contained within, and is not separate from, the larger piece of equipment, or other medical devices as that term is defined under the federal Food, Drug, and Cosmetic Act.

Fiscal Year means the Town fiscal year that runs from July 1 through June 30.

Force Majeure means any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Town shall have obligation to pay amounts due to Contractor.

Garbage, Residential See Residential Garbage

Hazardous Waste means waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law; as well as all waste defined as "Hazardous Waste" in this Agreement. For the purposes of this Agreement, the term Hazardous Waste shall also include, but is not limited to, motor oil, gasoline, liquid paint, and aerosol paint cans.

Hot Load means any vehicle carrying solid waste observed to be smoldering, smoking, on fire, giving off odors, or leaking a caustic or corrosive substance.

Transition Plan means a document describing in detail the activities that will be undertaken and the schedule that will be followed to successfully implement the Contractor's collection services under this Contract on the Start Date. The Transition Plan shall include a description of how the Contractor will evaluate routing and determine routes.

Littering means allowing spilled or wind-blown materials to come from the vicinity of the Contractor's truck hopper or to fall to the ground as the Roll-Out carts are emptied.

Maintenance Director means the person the Contractor has assigned to the Town, and shall be a qualified person to be in charge of maintenance associated with providing Collection Services within the Service Area. The Maintenance Director shall be physically stationed in the Service Area and available to the Town through the use of telecommunications equipment at all times that the Contractor is providing Collection Services.

Material Recovery Facility or MRF means a site used for the collection, storage, and processing of Recyclables.

Miss means any Request for Service of a missed collection reported to the Town.

Physical Impairment means a condition that renders an individual physically unable to bring a Roll-Out Cart either to the curb or for whom the undertaking of such an act would clearly and seriously threaten that person's health.

Putrescible means wastes that will decay or become rotten such as meats, dairy products, vegetables, fruits, etc. that are normally the source of odors and are attractive to insects.

Producer means an occupant of a Residential Unit or Designated Non-Residential Location who generates solid waste.

Recyclables means solid waste including but not limited to newsprint and inserts; glass food and beverage containers, plastic soft drink and liquor bottles; aluminum, steel, or tin cans; plastic milk jugs; and other items determined to be recyclable by the written mutual agreement between the Town and the Contractor.

Recyclables Cart means that container designated and authorized by the Town based upon the container's depth, size, and material and identified solely for Recyclables. It shall be subject to the collection regulations pertaining to Recyclables.

Refuse means all non-putrescible material discarded for disposal as Residential Garbage.

Repeat Collection Miss means two or more collection misses at any one Residential Unit, Designated Non-Residential Location, or other designated collection point during any one (1) calendar month.

Request for Service means reported customer service requests or discovered missed collection of Residential Garbage or Recycling from any one Residential Unit, Designated

Back/Side Door Locations, Designated Non-Residential Locations or Courtesy Collections on the form used by the Town to document customer service requests. Usually, this request is transmitted electronically to the Contractor.

Residential Garbage means residential waste including but not limited to animal and vegetable matter; non-hazardous residential waste materials; properly contained medical waste; discarded food or beverage containers; glass wrapped to protect collectors if it should become broken; discarded toys, clothing and other residential items; but excluding liquids of any kind. For the purpose of this Contract, Residential Garbage also includes garbage generated by Designated Non-Residential Locations.

Residential Unit means any single-family dwelling, condominium, or duplex/twin home unit at one location.

Roll-Off Container means the large steel bulk waste container usually 20-cubic yard capacity or larger placed at construction or clean-up sites to contain larger volumes of bulk waste for hauling to a disposal or recycling site.

Roll-Out Cart means the plastic Roll-Out Cart provided by the Contractor and supplied by the Town to Customers or other designated Producers for the collection of Residential Garbage or Recyclables.

Service Area means the area(s) within the Town municipal limits served by the Contractor and any annexations, if granted.

Solid Waste. Solid Waste is any non-hazardous solid waste generated where the services are being performed that is not excluded by the provisions of the Contract. Solid Waste shall not include any Unacceptable Waste.

Supervisor means the person the Contractor has assigned to the Town, and shall be a qualified supervisor to be in charge of the operations within the Service Area. The supervisor shall be physically stationed in the Service Area and available to the Town through the use of telecommunications equipment at all times that the Contractor is providing Collection Services.

Television means any electronic device that contains a tuner that locks on to a selected carrier frequency and is capable of receiving and displaying of television or video programming via broadcast, cable, or satellite, including, without limitation, any direct view or projection television with a viewable screen of 9 inches or larger whose display technology is based on cathode ray tube (CRT), plasma, liquid crystal (LCD), digital light processing (OLP), liquid crystal on silicon (LCOS), silicon crystal reflective display (SXR), light emitting diode (LED), or similar technology marketed and intended for use

by a consumer primarily for personal purposes as defined in N.C.G.S. § 130A-309.91. The term does not include computer equipment.

Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

Valid Miss means any missed Request for Service or solid waste collection determined by the Town to result from Contractor negligence or omission.

Vehicle Leaks and Spills means leaks consisting of a constant drip of fluids or fluid spills that leave visible puddles or "staining" upon the pavement. These fluids can be any of the motor fluids, hydraulic fluids, or waste liquids from the compactor unit.

Waste Material. Waste Material is all Solid Waste and Recyclable Material that are not excluded by the Contract. Waste Material does not include any Unacceptable Waste.

White Goods means all discarded refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar domestic large appliances. Commercial large appliances are not included in this definition.

SECTION 2 - CONTRACT TERM AND COMMENCEMENT

2.1 Performance Commencement

The term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2029 (the "Initial Term") unless this Agreement is terminated earlier by Town Council as herein provided. This Agreement may be renewed for two (2) or more successive two (2) year terms (the "Renewal Terms") upon mutual agreement of the parties at the rates contained herein (as may be adjusted as provided herein) no less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term. Terms and conditions of this agreement may be modified upon mutual consent in writing of both the Contractor and the Town.

2.2 Transition prior to Commencement Date of this Contract.

Contractor understands and agrees that the time between the formal Contract signing and **July 1, 2024** is intended to provide the Contractor with sufficient time to, among other things, order equipment and prepare necessary routing changes. Contractor shall be responsible for the provision of all collection services beginning **July 1, 2024**. Accordingly, Contractor shall provide collection services as set forth in this Contract no later than **July 1, 2024**.

2.3 Contractor to provide the following public outreach.

a. To provide Community Service, public outreach and education through participation in and support of two (2) local community events with exhibits, educational materials, staff participation and/or financial support as appropriate to enhance these events and to promote environmental stewardship, waste reduction and recycling in partnership with the Town of Bermuda Run. The Contractor shall also submit a sponsorship of Town events with a check of \$5,000 on July 1 of each year.

2.4 Transition upon Expiration of this Contract

a. **Continuation of Contractor's Service:** If the Town does not exercise its right to renew this Contract or if there are no renewal options remaining, the Town will attempt to award a new agreement at least six (6) months prior to

the expiration of this Contract. In the event a new agreement has not been awarded within such time frame, Contractor shall provide Collection

Services to the Town on a month-to-month basis for up to fifteen (15) months after the expiration of this Contract, at the then established rates, if the Town requests this service with at least thirty (30) days notice to the Contractor.

- b. Schedule for Termination of Contractor's Service: Prior to the termination of this Contract, Contractor shall work with the Town to ensure that there is no interruption or reduction of service when the Contractor ends its services to the Town. If a new contract is awarded to a hauler other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected hauler, as well as the Town, to minimize any disruptions in the service provided to the public.

SECTION 3 - GENERAL COLLECTION REQUIREMENTS

3.1 Scope of Service

Commencing on the Starting Date, the Contractor shall collect and transfer, in a workmanlike manner, once per week Residential Garbage and once every other-week Recyclables as described in the attached RFP.

SECTION 4 - DISPOSAL AND PROCESSING SITES

4.1 Ownership of Solid Waste Materials

The Contractor shall not assert or claim any property rights to Residential Garbage and Bulky Waste placed for collection under this Agreement.

- a. All Recyclables shall be delivered to the approved recycling facility.

The Contractor may deliver recyclables to a Material Recovery Facility of the Contractor's choosing only after receiving prior written approval from the Town. The Contractor shall become responsible for Recyclables once collected from Residential Units. The Town shall not be liable for any charges or penalties associated with the delivery of materials to the Materials Recovery Facility.

- b. The Contractor shall be responsible for abiding by all rules and policies pertaining to the delivery of Garbage and Bulky Waste as directed by the Designated Disposal Facility, and delivery of Recyclables as directed by the Designated Recycling Facility. A copy of the current policies and procedures for the Designated Disposal Facility will be provided to the Contractor by the Town, and are subject to modification from time to time.
- c. Title to and liability for any hazardous/unacceptable waste must not pass to Republic at any time.
- d. Republic reserves the right to reject any Unacceptable/Hazardous waste provided by any residential or commercial unit.

SECTION 5—FINANCIAL REPORTING

5.1 Record Keeping, Accounting, and Auditing

The Contractor shall keep and maintain complete and detailed records including, but not limited to, (i) records that provide the basis for the reports required under 5.2148 including all matters affecting amounts payable by or to the Town or the Contractor, (ii) policies for required insurance, policy amendments, and all other related insurance documents, and (iii) accounting records and vouchers evidencing all costs,

receipts, payments, and any other matter of accounting associated with the Contractor's performance in accordance with generally accepted accounting principles.

The Contractor's books, records, and accounts shall accurately, fairly, and in reasonable detail reflect all Contractor's dealings and transactions, and shall contain sufficient data to enable those dealings and transactions to be audited in accordance with generally accepted governmental accounting and auditing standards.

The Town, or its audit representative, shall have the right with reasonable notice and at any reasonable time to inspect, copy, and audit records relating to the services accounting records, vouchers, and their source documents which serve as the basis for costs, receipts, and payments. The said records shall be available for the Town's inspection and audit for a period of three (3) years following the termination of this Agreement, and any extension of this Agreement and for such further periods as may be necessary to resolve any matters which may be pending at that time or any longer period required by applicable law. The Contractor shall make available at Contractor's local offices any such records to the Town upon request.

The Contractor shall immediately notify the Town should it become apparent that the Contractor is unable to pay its debts as they become due and payable or if there is an adverse change in the Contractor's financial condition.

The Contractor shall, upon the Town's request, provide to the Town the Contractor's most recent audited financial statements or un-audited statements if the audited statements are not then available.

5.2 Reliability of Reports,

The Contractor represents that all information the Contractor has provided or will provide to the Town is true and correct and can be relied upon by the Town. Any material false or misleading information or omission is just cause for the Town to terminate this Agreement and/or pursue any other appropriate remedy.

3 5.3 Observation and Inspection

~~The Town, its representatives, and invitees shall have the right to observe and inspect operations at all times, provided it is conducted in such a manner so~~ as to minimize interference with the Contractor's performance and operations. ~~The inspection may~~ inspection may review operating records for the current and previous contract years, and may consist of an inspection of the physical areas of operations and equipment with emphasis on safety and hazard mitigation.

The Town, at its own expense, may at any commercially reasonable time inspect any and all records relating to the services performed to verify that the services are being performed in accordance with this Agreement.

The Town's inspections shall not relieve the Contractor of any of its obligations herein or impose any liability upon the Town.

SECTION 6- COMPENSATION

6.1 Basis and Method of Payment

The Contractor shall offer the services described herein at the following rates beginning at the commencement of the Contract Term

Category	Description	Cost Per Unit Per Month	Rental Fee Per Cart/Dumpster Per Month)
House Count= ~1,500 minimum	Residential Weekly Trash Service	\$ _____	\$ _____ /month

	Residential Recycling Service (EOW)	\$ _____	
Condo Dumpsters			
	Trash Service – 8CY	\$ _____ 1pu/wk \$ _____ 2pu/wk \$ _____ 3pu/wk \$ _____ 4pu/wk	\$ _____/month
Cart delivery at start of contract	New Cart delivery to residents		
Totals			
Bulk Items Pick-Up (Fall and Spring) Approx. 80 tons per event	Disposal Service for all residential units.	\$ _____	
E-waste (Spring) Approx.. 8.14 tons <u>Currently provided at no cost</u>	Provided at no cost	\$ Provided at no cost	
Totals			
Annual Cost			

6.2 Number of Collection Points/ House Count

The parties agree that the number of customers as of July 1, 2024 is 1,500 residential units.

6.3 Withholding of Payment

All monthly reports listed in Section 5.19 of RFP must be submitted by the 14th of the following month. If the Town is not notified of such delay, it may or up to 25 percent (25%) of the current pay request will be withheld until these reports are received. without

SECTION 7 - INSURANCE AND PERFORMANCE SURETY

7.1 Coverages

A Performance Bond is required from the Proposer receiving the Contract award in the amount of one hundred (100 %) of the first year's estimated contract price and shall remain in effect for the duration of the contract period to guarantee the faithful performance of the Contract by the Proposer. The bond will be required at the time of the Contract signing (and not as a submittal with the proposal at the proposal opening). The surety on the bond shall be a duly authorized corporate Surety Company authorized to do business in the State of North Carolina. Bonds shall be in the form provided in N.C.G.S § 44A-33(a). Any other bond form must be approved in advance of Contract signing by Town's legal counsel. Attorneys-in-fact who sign performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.

A series of annual performance bonds will be acceptable as long as they are delivered to Town at least three weeks before the previous bond expires. Failure of the Proposer receiving the Contract award to keep an acceptable performance in effect at any time during the term of the contract is a material breach of the contract.

In its sole discretion, in lieu of a performance bond, the Town may accept an irrevocable letter of credit in the amount of one hundred (100%) of the first year's estimated contract price to remain in effect throughout the contract term. If the Proposer would like consideration of an irrevocable letter of credit in lieu of a performance bond, he should notify the Town Manager as soon as practical after notice of preliminary selection as the contractor. The terms of any irrevocable letter of credit must be approved by the Town's Attorney.

SECTION 8-REPRESENTATIONS AND WARRANTIES

The Contractor represents and warranties satisfactory performance in accordance with this Contract.

SECTION 9 - INDEMNITY

Either party ~~The Contractor~~ shall indemnify and save harmless the other party ~~Town~~, its officers, its employees, from and against any and all claims, demands, actions, suits and proceedings by others, and against all liability to others, resulting from the negligence or willful misconduct of the party ~~Contractor~~ in the performance of this Agreement, including attorneys' fees reasonably incurred, except that the Contractor shall not indemnify the Town for any of the foregoing which arise out of or result from the negligence or willful misconduct of the Town or its employees or agents. .

SECTION 10 - DEFAULT AND TERMINATION

In the event there should occur any material breach or material default in the performance of any covenant or obligation of the Town or Contractor which has not been remedied within thirty (30) days after receipt of written notice from the nonbreaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, event of default, or termination of this Agreement, each party shall have available all remedies in equity or at law, unless otherwise provided elsewhere in this Agreement.

SECTION 11 - AFFIRMATIVE ACTION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, disability, religion, or national origin. See also 1.11 of the RFP.

SECTION 12 - FORCE MAJEURE

The Contractor will not be responsible for delays or increased volume caused by storms, hurricanes, or other natural disasters or events beyond its control, and the Town will grant such variances in routes and schedules as are reasonably required, and shall negotiate with the Contractor fees for any additional work which the Contractor may agree to perform in the event of a disaster.

Except for Town's obligation to pay amounts due to Republic, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Republic has no control, shall not be included as part of Republic's service under this Contract. In the event of increased volume due to a Force Majeure event, Republic and the Town shall negotiate the additional payment to be made to Republic. Further, the Town shall grant Republic variances in routes and schedules as deemed necessary by Republic to accommodate collection of the increased volume of Waste Materials.

SECTION 13 - GENERAL PROVISIONS

13.1 Taxes

The Contractor shall promptly pay all taxes and license fees required by the Town and by the State of North Carolina.

13.2 Permits

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required by the Town, Davie County, the State of North Carolina, or by the federal government.

13.3 Non-Assignment; Subcontracting

The Contractor may not assign or subcontract its duties or responsibilities under this Agreement without the written consent of the Town, which shall not be unreasonably withheld.

The consent of the Town should not be unreasonably delayed or conditioned by the Town and no consent is required for transfers to affiliates and/or in connection with the sale or purchase of a business.

13.4 Laws and Regulations

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, provided that the Town shall take no action to enact any laws that have the effect of adversely affecting the Contractor's rights and obligations hereunder.

13.5 Governing Law; Forum; Venue

The terms, conditions and provisions in the RFP may supplement the Contract between the Town and the Contractor. The order of precedence will be the Contract, the RFP, the winning proposer's response and general law. This Agreement shall be governed under the laws of the State of North Carolina. The appropriate forum for judicial interpretation of this Agreement and the sole venue for legal actions concerning this Contract shall be the Courts of Davie County, North Carolina.

13.6 No Other Parties to Benefit

This Agreement is for the benefit of the parties hereto and does not enlarge any party's liability to any third party. The provisions of this Agreement shall not be construed to create a higher standard of safety or care in any evidentiary sense with respect to third party claims.

13.7 Appropriation of Funds

This Agreement shall be subject to the annual appropriation and budget process of the Town as required by state statute.

Republic shall be compensated for services actually provided in accordance with the payment terms as adjusted from time to time. Republic shall be compensated for its services based on the Town's collections, (which are in arrears on a monthly cycle at the end of each month). Town shall pay Republic within fifteen (15) days following the end of the month in which the Town receives payment. The Town shall ensure that at all times during the term of this Contract that the Town will charge, pursuant to an ordinance duly passed by the Town's governing body, a sufficient rate from the Town's solid waste Town to pay the amounts due under this Contract and to otherwise operate the Town's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for Towns services hereunder. The Town shall provide to Republic a copy of all ordinances referenced by this paragraph within thirty (30) days of passing each such ordinance. It is expressly understood by the parties that all payments due by the Town hereunder are to be made from revenues received by the Town from the operation of its solid waste collection system and that all payments to be made hereunder shall constitute operating expenses of such waste collection system. Republic shall not have any right to demand payment of any obligation of the Town under this Contract from funds raised or to be raised by taxation. No obligations of the Town under this Contract shall be construed to be a debt of the Town of such kind as to require under the laws of this State the levy and collection of a tax to discharge such obligation.

13.8 Headings

The headings of the paragraphs and subparagraphs shall not be interpreted as a limitation upon the language contained therein.

13.9 Severability

If any provision herein shall be found to be unenforceable or of no effect, the remaining provisions shall continue to be in full force and effect.

13.10 Indulgences Not Waivers

A waiver of any breach of any provision of the Agreement shall not constitute or operate as a waiver of any breach of such provision or any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision.

13.11 Modifications and Waiver

The parties must mutually agree upon any changes in the Agreement and must be incorporated by written amendments to the Agreement. The Town Manager shall have the authority to amend the Agreement on behalf of the Town.

This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by a written agreement signed by both parties. The Town and the Contractor may amend this Agreement at any time during the term to add additional Residential Units or Designated Non-Residential Locations within the Town, or additional services (i.e., Yard Waste collection, etc.).

13.12 Independent Contractor

The Contractor and the Town agree that the Contractor is an independent contractor and not an employee nor agent of the Town. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed, and such action does not create a partnership, agency, joint venture or other similar relationship between the Town and the Contractor.

The Contractor agrees that it will not represent to anyone that its relationship with the Town is other than that of an independent contractor, and the Town and the Contractor may so inform any parties with whom they deal and may take any other responsible steps to carry out the intent of this section. The Contractor shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents, and subcontractors.

13.13 Notices

Any notice required herein shall be given by certified mail to the

Town at:

Town Manager
120 Kinderton Blvd, Suite 100
Bermuda Run, NC 27006

Town Attorney
120 Kinderton Blvd, Suite 100
Bermuda Run, NC 27006
For the Contractor:

13.14 Non-Exclusive Agreement

The Contractor is granted a non-exclusive Agreement to provide Garbage, Recyclables and Bulk Waste collection services, as described herein, within the Service Area. Town intends to Contract ONLY with the Contractor for routine collection services as described herein. In the event of an emergency declared by the appropriate governmental authorities, an event of Force Majeure or breach of this Agreement by the Contractor, allowing the Town to provide alternative collection services.

13.15 Dispute Settlement

See Section Five of the RFP. If mediation is not successful, either party may bring an action in a court of appropriate venue. The prevailing party shall be entitled to reimbursement of reasonable attorney's fees not to exceed a maximum of the amount of attorney's fees actually expended in litigation.

13.16 Town Authorized Agents

Town Manager and his Designee(s)

13.17 Town Not Liable for Delays

It is further expressly agreed that in no event shall the Town be liable for or responsible to the Contractor for or because of any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or due to any delay for any cause over which the Town has insufficient control to cause a different result.

13.18 E-Verify

Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes.

13.19 Iran Divestment Act

Vendor hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §G.S. 147-86.55-69, nor will contractor utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer's Office site:

<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/IranDivestment-Act-Resources.aspx>

13.20 Divestment From Companies That Boycott Israel

Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS §14786.80, et. seq., and that it will not utilize on this agreement any subcontractor on said list.



TO: Town Council

DATE: May 7, 2024

RE: Renewal of Interlocal Agreement with Davie County

The included Interlocal Agreement with Davie County for Shared Services is an effort to reduce redundancy, create efficiencies and save money for the Town of Bermuda Run. The Town has a longstanding relationship with the County to provide shared services for its residents. The current agreement expires June 30, 2024. This renewal excludes Planning and Zoning Services but includes the following services:

- Tax Collections
- Sewer Billing and Collections
- Building Inspections

INTERLOCAL AGREEMENT

BETWEEN

THE TOWN OF BERMUDA RUN AND DAVIE COUNTY

This Interlocal Agreement made and entered into this the ____ day of ____, 2024, by and between the Town of Bermuda Run, hereinafter referred to as the "Town" and Davie County, hereinafter referred to as the "County".

Witnessed:

Whereas, the Town has a desire and a need to share certain services with the County; and,

Whereas, it is in the best interest of the citizens of the Town that certain services be shared with the County; and,

Whereas, the County is willing and agreeable to sharing certain services it currently utilizes with the Town as outlined below.

NOW THEREFORE, as consideration of the promises and covenants contained herein in this Agreement, the parties hereto agree as follows:

I. SHARED SERVICES: The parties agree that the shared services shall be the following:

County services to Town

- a. Tax Collections
- b. Sewer Billing & Collections
- c. Building Inspections

2. The County shall provide the above services to the Town for the fees as hereinafter set forth in each subparagraph as follows:

A. Tax Collection.

The County shall provide tax collection and tax billing services for the Town of Bermuda Run listed in the Detailed Services and Annual Payments as stated below:

1. County Billing and Collection of Town Taxes. The COUNTY will bill and collect TOWN ad valorem taxes (not including motor vehicle taxes collected by the State of North Carolina under N.C.G.S Chapter 105, article 22A) and related charges, including current or delinquent taxes due to the Town, beginning July 1 , 2024 for the 2024-2025 fiscal year (July-March

collections and a second billing for April-June collections by July 31), as set forth below in subparagraph number (11) below.

2. **Compliance.** The COUNTY will comply with all applicable tax collection laws of North Carolina, including those contained in Subchapter II of Chapter 105 of the General Statutes of North Carolina, and all the administrative mandates issued by the State of North Carolina.
3. **Records and Accounts.** The COUNTY shall maintain, in an on-line environment, all ad-valorem tax records and other related charges, including amounts paid and unpaid, in the same manner as COUNTY records are maintained.
The COUNTY shall provide the TOWN with all the necessary reports required to enable the TOWN to prepare and record the necessary financial transactions. The COUNTY shall provide the TOWN'S auditors during regular business hours with the information needed to perform their duties.
4. **Delinquent Taxes, Foreclosure.** The COUNTY shall advertise for the TOWN all delinquent ad-valorem taxes that constitute a lien on real property in the same advertisement in which the COUNTY advertises its delinquencies. The COUNTY shall perform all foreclosure proceedings when applicable to TOWN tax liens to the extent permitted by law. In the discretion of the County's Tax Collector, any tax foreclosure proceeding may include other liens held by either Party which are proper for inclusion in the tax foreclosure proceeding. The Town retains the right to initiate foreclosure actions on other Town liens and to include Town tax liens in such foreclosure actions. If the TOWN intends to bring a foreclosure action on a property on which the COUNTY has a lien which is proper for inclusion in the action, the COUNTY Tax Collector or COUNTY Attorney may authorize the TOWN attorney bringing such an action to include any COUNTY liens which are proper for inclusion in the action, including COUNTY Tax liens, and to represent the COUNTY in such action with respect to such lien(s).
5. **Refunds and Rebates.** Applications from the TOWN taxpayers for refunds and releases for TOWN taxes shall be considered by COUNTY and determined in the same manner as applications for refunds and releases on COUNTY taxes. TOWN refunds will be deducted from monthly transfer amounts due to the TOWN.
6. **Adoption of Tax Rates.** The TOWN will make every effort to adopt its tax rate not later than July 1 of any fiscal year. However, in the event it is necessary to adopt an interim budget, the TOWN will adopt its tax rate not later than August 1 of that fiscal year pursuant to N.C.G.S. 105-347
7. **Cost for Billing and Collection.** The COUNTY shall incur all costs for preparing, printing, billing, and collecting the Town tax bills, including follow-up notices.
8. **Annexations.** The TOWN agrees to make every effort concerning involuntary annexations, to make such annexations effective June 30th prior to the ensuing fiscal year. With respect

to voluntary annexations, the TOWN will provide the COUNTY information on the date of annexation of each such boundary annexation, and COUNTY shall prorate taxes due to the TOWN and collect them accordingly.

9. **Acquisition upon Foreclosure.** In the event a tax foreclosure results in a tax foreclosure sale of property located in the TOWN, the TOWN agrees to bid on the property in the amount sufficient to cover all TOWN and COUNTY ad valorem taxes, along with fees associated with the foreclosure procedure.
10. **Bankruptcy Proceedings.** The COUNTY shall file the Town's claim for ad valorem taxes due in all proceedings under the Bankruptcy Act, to which it has actual knowledge.
11. **Annual Payment to COUNTY.** The annual fee for collection services for each fiscal year shall be payable on or before April 15th of that fiscal year and shall be 1.95% of all non-motor vehicle collections (also to include Gate Fees) for the fiscal year ending June 30 of the prior year. The second billing will be due August 31st. For motor vehicle tax bills, the TOWN shall pay the sum of 1.5% of all collections for that fiscal year.

B. Sewer Billing and Collections.

The County shall provide sewer billing and collection services for the Town, in the same manner as is now provided. The Town shall pay the County the sum of \$3 642.00 (FY2024-2025) payable on or before April 15 of each year. During the term of this Agreement, the above fee shall be adjusted annually under this agreement at the rate of three (3%) percent per year.

C. Building Inspections.

The County shall enforce the State building codes for the Town. The County shall receive all fees collected in said enforcement as payment for same.

3. **Terms of Agreement.** The term of this agreement shall be to and including the 30-th day of June 2027, unless terminated earlier pursuant to the below provisions. Either party may terminate all or some portion of this Agreement by giving the other party ninety (90) days' notice of their intent to terminate prior to the end of the then current fiscal year. Both parties agree that their fiscal planning and budgetary processes require notice as early as possible and agree to cooperate and act in good faith in any termination notice.
4. This document constitutes the entire agreement between the parties hereto as to the provisions of services set forth herein and shall only be modified or amended at such times and consent of the parties by an expressed written and signed Modification Agreement. It is understood between the parties that should the scope of any of the above services materially change, the price of those services shall be renegotiated.

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 :

Mike Brannon, Mayor
Town of Bermuda Run

Cindy Poe, Town Clerk

Davie County

Attested to:

Mark Jones, Chairman of Davie
County Board of Commissioners

Karen Logan, Clerk to the Board

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

Finance Officer –Town of Bermuda Run

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

Finance Officer –Davie County

Approved as to form: County Attorney

Approved as to form: Town Attorney



TO: Town Council
DATE: May 7, 2024
RE: On-Call Engineering Services

As standard practice, many municipalities maintain on-call agreements with multiple consulting firms for engineering, surveying, and various other professional services. These consultants are available to provide much-needed and timely support to town staff on an on-call and as-needed basis Pursuant to N.C.G.S. 143-64.31 and N.C.G.S. 143-64.32

The selection is not a contract for a specific project or service. Rather, specific projects or services would be procured through Task Orders, which are abbreviated contracts. When the town requires services for which the on-call consultant is qualified to provide, the town may negotiate a Task Order with the on-call consultant, which would set forth a detailed scope of work, fee, and schedule for the project or service.

A purchase order would then be issued based on the Task Order. The agreement does not oblige the town to select the on-call consultant for any future work, nor does it restrict the town from hiring other firms for like services.

The following are recommended for On-Call Engineering Services for the Town of Bermuda Run:

- Hazen & Sawyer
- Wetherhill Engineering, Inc
- LJB, Inc



R2024-03
RESOLUTION OF ADOPTION

RESOLUTION TO EXEMPT THE PROCESS OF SELECTING AN ENGINEER FOR SEWER AND STORM WATER PROJECTS IN FISCAL YEAR 2022-2023 PURSUANT TO N.C.G.S. §143-64.31 AND N.C.G.S. §143-64.32

WHEREAS, the Town of Bermuda Run has certain ongoing projects regarding repair, maintenance and upgrading of the Town's Sewer and Storm Water System during Fiscal Year 2023-2024 and Fiscal Year 2024-2025; and

WHEREAS, Hazen & Sawyer Engineering, Inc., is knowledgeable about the ongoing plans and projects for sewer and stormwater system repair, maintenance and upgrading; and

WHEREAS, Hazen & Sawyer Engineering, Inc. is duly licensed by the State of North Carolina and is qualified and competent to offer and provide engineering services for the ongoing projects described herein; and

WHEREAS, the Town of Bermuda Run desires to retain Hazen & Sawyer Engineering, Inc., to perform engineering services related to sewer and storm water system repair, maintenance and upgrading in Fiscal Year 2023-2024 and Fiscal Year 2024-2025; and

WHEREAS, the Town of Bermuda Run desires to exempt pursuant to N.C.G.S. §143-64.32, and to retain Hazen & Sawyer, Inc., to perform engineering services related to sewer and storm water system repair, maintenance and upgrading in Fiscal Year 2023-2024 and Fiscal Year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED that the Town of Bermuda Run Town Council approves the exemption pursuant to N.C.G.S. §143-64.32, and authorizes the retention of Hazen & Sawyer, Inc., to perform engineering services related to sewer and storm water system repair, maintenance and upgrading in Fiscal Year 2023-2024 and Fiscal Year 2024-2025 pursuant to N.C.G.S. §143-64.32.

BE IT FURTHER RESOLVED that the Town of Bermuda Run Town Council authorizes the Town Manager to execute such contracts as necessary to implement the provisions of this resolution, and authorizes the Town Manager to execute the same.

Adopted this ____ day of _____, 2024

Attest:

Cindy Poe, Town Clerk
Town of Bermuda Run

Mike Brannon, Mayor
Town of Bermuda Run



R2024-04
RESOLUTION OF ADOPTION

RESOLUTION TO EXEMPT THE PROCESS OF SELECTING AN ENGINEER FOR TRANSPORTATION AND STORM WATER PROJECTS IN FISCAL YEAR 2022-2023 PURSUANT TO N.C.G.S. §143-64.31 AND N.C.G.S. §143-64.32

WHEREAS, the Town of Bermuda Run has certain ongoing projects regarding repair, maintenance and upgrading of the Town's Transportation and Storm Water System during Fiscal Year 2023-2024 and Fiscal Year 2024-2025; and

WHEREAS, Wetherill Engineering, Inc., is knowledgeable about the ongoing plans and projects for transportation and stormwater system repair, maintenance and upgrading; and

WHEREAS, Wetherill Engineering, Inc. is duly licensed by the State of North Carolina and is qualified and competent to offer and provide engineering services for the ongoing projects described herein; and

WHEREAS, the Town of Bermuda Run desires to retain Wetherill Engineering, Inc., to perform engineering services related to transportation and storm water system repair, maintenance and upgrading in Fiscal Year 2023-2024 and Fiscal Year 2024-2025; and

WHEREAS, the Town of Bermuda Run desires to exempt pursuant to N.C.G.S. §143-64.32, and to retain Wetherill Engineering, Inc., to perform engineering services related to transportation and storm water system repair, maintenance and upgrading in Fiscal Year 2023-2024 and Fiscal Year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED that the Town of Bermuda Run Town Council approves the exemption pursuant to N.C.G.S. §143-64.32, and authorizes the retention of Wetherill Engineering, Inc., to perform engineering services related to transportation and storm water system repair, maintenance and upgrading in Fiscal Year 2023-2024 and Fiscal Year 2024-2025 pursuant to N.C.G.S. §143-64.32.

BE IT FURTHER RESOLVED that the Town of Bermuda Run Town Council authorizes the Town Manager to execute such contracts as necessary to implement the provisions of this resolution, and authorizes the Town Manager to execute the same.

Adopted this ____ day of _____, 2024

Attest:

Cindy Poe, Town Clerk
Town of Bermuda Run

Mike Brannon, Mayor
Town of Bermuda Run



R2024-05
RESOLUTION OF ADOPTION

RESOLUTION TO EXEMPT THE PROCESS OF SELECTING AN ENGINEER FOR STORM WATER PROJECTS IN FISCAL YEAR 2022-2023 PURSUANT TO N.C.G.S. §143-64.31 AND N.C.G.S. §143-64.32

WHEREAS, the Town of Bermuda Run has certain ongoing projects regarding repair, maintenance and upgrading of the Town's Storm Water System during Fiscal Year 2023-2024 and Fiscal Year 2024-2025; and

WHEREAS, LJB, Inc., is knowledgeable about the ongoing plans and projects for stormwater system repair, maintenance and upgrading; and

WHEREAS, LGB, Inc. is duly licensed by the State of North Carolina and is qualified and competent to offer and provide engineering services for the ongoing projects described herein; and

WHEREAS, the Town of Bermuda Run desires to retain LJB, Inc., to perform engineering services related to storm water system repair, maintenance and upgrading in Fiscal Year 2023-2024 and Fiscal Year 2024-2025; and

WHEREAS, the Town of Bermuda Run desires to exempt pursuant to N.C.G.S. §143-64.32, and to retain LJB, Inc., to perform engineering services related to storm water system repair, maintenance and upgrading in Fiscal Year 2023-2024 and Fiscal Year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED that the Town of Bermuda Run Town Council approves the exemption pursuant to N.C.G.S. §143-64.32, and authorizes the retention of LJB, Inc., to perform engineering services related to storm water system repair, maintenance and upgrading in Fiscal Year 2023-2024 and Fiscal Year 2024-2025 pursuant to N.C.G.S. §143-64.32.

BE IT FURTHER RESOLVED that the Town of Bermuda Run Town Council authorizes the Town Manager to execute such contracts as necessary to implement the provisions of this resolution, and authorizes the Town Manager to execute the same.

Adopted this ____ day of _____, 2024

Attest:

Cindy Poe, Town Clerk
Town of Bermuda Run

Mike Brannon, Mayor
Town of Bermuda Run



TO: Town Council

DATE: May 7, 2024

RE: Planning Services Contract-Benchmark, CMR, Inc.

The included Agreement with Benchmark, CMR, Inc is an effort to provide the highest level of professional Planning and Land Use services to the residents of Bermuda Run. The Town has regularly utilized the services of Benchmark Planning for short- and long-range Planning activities including the most recent update to the Comprehensive Plan.

The Agreement proposes the following services:

- Provide a Planner to the Town on a monthly basis for up to twenty-five hours per month.
- The Planner will travel to Bermuda Run for office hours and/or meetings with the Planning Board, developers, or other agreed upon meetings up to two days per month.
- The Planner will be available other days of the month to provide remote planning administration services on an as needed, on-call basis.
- The Planner will prepare Planning Board case reviews and presentations as necessary.
- The Planner will assist with major development review.
- The Planner will provide necessary staff reports and supporting documentation for Town Council meetings as it relates to planning administration functions.

STATE OF NORTH CAROLINA
COUNTY OF DAVIE

AGREEMENT FOR SERVICES
WITH LOCAL GOVERNMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2024 by and between the Town of Bermuda Run, herein and after referred to as the Local Government and Benchmark CMR, Inc., a North Carolina Company located in Charlotte, North Carolina.

WITNESSETH:

WHEREAS, the Local Government has requested Benchmark CMR, Inc. to provide planning administration services; and

WHEREAS, Benchmark CMR, Inc. has expertise in response to the request pertaining to same; and

WHEREAS, the Local Government and Benchmark CMR, Inc. desire to memorialize Benchmark CMR, Inc.'s proposal and award of the contract,

NOW THEREFORE, the Local Government and Benchmark CMR, Inc. agree as follows:

1. **SCOPE OF SERVICES:** Benchmark CMR, Inc. agrees to provide and perform for the Local Government all of those services stipulated in the Scope of Services attached to this contract and which is hereby incorporated as a part of this contract as if fully set forth herein.
2. **COMPENSATION FOR SERVICES:** In the provision of the aforementioned services, Benchmark CMR, Inc. shall receive compensation for the services detailed in Attachment A. Scope of Services, attached to this contract at the annual rate of **\$28,500.00** for the period of July 1, 2024 to June 30, 2025. This fee shall be paid to Benchmark CMR, Inc. and in accordance with Section 3 below. Any different or additional Scope of Services approved and authorized by the Local Government in advance shall be compensated when authorized in accordance with the terms agreed to by both parties in a formally executed Contract Addendum.
3. **METHOD OF PAYMENT:** Benchmark CMR, Inc. will invoice the Local Government in twelve equal monthly payments in the amount of **\$2,375.00** with the first payment being invoiced on August 1, 2024. The Local Government shall compensate Benchmark CMR, Inc. for services performed within thirty (30) days of the date of said invoice statement.
4. **TERMINATION OF CONTRACT FOR CAUSE:** If Benchmark CMR, Inc. shall fail to fulfill in a timely, professional and proper manner all obligations under this contract, or should Benchmark CMR, Inc. violate any of the covenants, agreements, or stipulations of this contract, the Local Government shall have the right to terminate this contract immediately by giving written notice to Benchmark CMR, Inc. of such termination and specifying the effective date thereof. In a like manner, Benchmark CMR, Inc. shall have the right to terminate this contract immediately by giving written notice to thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Benchmark CMR, Inc. under this contract shall, at the option of the Local Government, become the property of the Local Government, and Benchmark CMR, Inc. shall be entitled to receive just and equitable compensation

for any work satisfactorily completed pursuant to this contract. However, the Local Government shall not be obligated to pay any remaining charges for work satisfactorily completed where there exists a right in favor of the Local Government for refund, reimbursement or offset in connection with any obligations arising from Benchmark CMR, Inc. to the Local Government.

5. NO HIRING: Throughout the term of this Agreement and for a period of one year after the termination or expiration of this Agreement, Local Government and Benchmark CMR, Inc. agree not to employ, solicit or offer employment, either directly or indirectly (including without limitation, through the use of any third party) to any employee of the other, without the prior written consent of the other.

6. LEGAL REMEDIES: Benchmark CMR, Inc. shall not be relieved of any liability to the Local Government for damages sustained by the Local Government by virtue of any breach of this contract by Benchmark CMR, Inc. It is specifically understood that the Local Government may withhold any payments to Benchmark CMR, Inc. for the purpose of offset until such time as the exact amount of damages due the Local Government from Benchmark CMR, Inc. is determined. The Local Government otherwise reserves all legal remedies as may be provided by law.

7. CHANGES: The Local Government may, from time to time, request changes in the Scope of Services of Benchmark CMR, Inc. to be performed hereunder. Such changes, including any increase or decrease in the amount of Benchmark CMR, Inc.'s compensation which may be mutually agreed upon between the Local Government and Benchmark CMR, Inc. shall be incorporated in written amendments to this contract after appropriate authorization as called for in Section 2 of this contract.

8. EQUAL EMPLOYMENT OPPORTUNITY: Benchmark CMR, Inc. shall not discriminate against any employee or applicant for employment on account of race, color, religion, sex, national origin, age, because of handicapping condition, or qualified special disabled veterans, veterans of the Vietnam era and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. Benchmark CMR, Inc. shall take affirmative action to ensure equal employment opportunity with respect to all of its employment practices.

9. FEDERAL AND STATE COMPLIANCE: Benchmark CMR, Inc. acknowledges responsibility for compliance with any and all applicable corporate, partnership or individual taxation laws. Benchmark CMR, Inc. shall pay all applicable taxes and insurance premiums stipulated by applicable law and shall hold harmless the Local Government for the payment thereof. Benchmark CMR, Inc. acknowledges exemption from withholding of applicable taxes or other deductions from compensation agreed to in Section 2 of this contract. Benchmark CMR, Inc. agrees to furnish Federal Form W-9, upon execution of this contract and prior to issuance of any compensation from the Local Government.

10. INSURANCE: Benchmark CMR, Inc. shall maintain general liability insurance with policy limits of at least \$1,000,000.00 per incident/\$2,000,000.00 aggregate and shall maintain Worker's Compensation Insurance as required under North Carolina law. Insurance certificates will be provided to the Local Government before any work under this contract commences.

11. ENTIRE AGREEMENT: This is the entire agreement between the parties and there are no terms, conditions, representations or warranties relating to the work to be performed hereunder which are not specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

ATTEST

TOWN OF BERMUDA RUN

Signature

BY: _____

Signature

Print or Type name

Title

This instrument has been pre-audited in a manner required by applicable law.

Finance Officer

ATTEST

BENCHMARK CMR, INC.

Signature

BY: _____

Date

Date

Vagn K. Hansen II
Name

Jason M. Epley
Name

Planning Director
Title

President
Title

ATTACHMENT

SCOPE OF SERVICES

PLANNING ADMINISTRATION SERVICES

- Benchmark will provide a Planner to the Town on a monthly basis for up to twenty-five hours per month.
- The Planner will travel to Bermuda Run for office hours and/or meetings with the Planning Board, developers, or other agreed upon meetings up to two days per month.
- The Planner will be available other days of the month to provide remote planning administration services on an as needed, on-call basis.
- The Planner will prepare Planning Board case reviews and presentations as necessary.
- The Planner will assist with major development review.
- The planner will provide necessary staff reports and supporting documentation for Town Council meetings as it relates to planning administration functions.

OBJECTIVE 1 - Maintain and build upon the established character of the community.

ID	IMPLEMENTATION ACTION	PRIORITY	TIMEFRAME	RESPONSIBILITY	ACTIVE	UPDATE
1.1	Utilize the Future Land Use Map to guide growth and development that is compatible with the existing characteristics of the community, surrounding land uses, and available infrastructure and services.	HIGH	ONGOING	TS, PB, TC, PS	Y	Phase 1 of the Land Use/Zoning updates (multi-family/townhome density by zoning district & building height/stories) were approved in Jan-2024; Phase 2 kickoff to begin in Apr-2024
1.2	Evaluate the Town's land use regulations and zoning map for consistency with the Comprehensive Plan and update as necessary.	HIGH	ONGOING	TS, PB, TC, PS, PC	Y	See 1.1
1.3	Evaluate the effectiveness of the Master Plan Overlay District and determine if it is still needed to achieve the vision for the areas covered by the overlay district.	HIGH	ONGOING	TS, PB, TC	Y	See 1.1
1.4	Ensure the Town, developers, and individual property owners adhere to the Stormwater Drainage and Maintenance Policy to protect natural resources.	MED	ONGOING	TS, PB, TC, PS	Y	Town engages engineers to evaluate specific stormwater concerns in existing developments; new developments are required to meet stormwater regulations as part of their design criteria.
1.5	Adopt policies that preserve opportunities for establishing future public and/or private recreational amenities and resources.	MED	ONGOING	TS, TC, NCF, TDA	N	Create and maintain a new Recreation and Pedestrian plan (See 8.6)
1.6	Establish policies that promote the annexation of development that is compatible with the character of the community to include an analysis of annexation impacts.	MED	SHORT	TS, PB, TC, PS, PC	Y	The town currently leverages a consulting firm when the size/scale of a potential annexation warrants.
1.7	Continue to coordinate with Davie County on development surrounding the Town and it's ETJ to ensure future land use compatibility.	MED	ONGOING	TS, TC, PB, DC	Y	Mayor and Manager meet regularly with the Economic Development Commission, county leaders and other partners to monitor impacts beyond the town's ETJ.

OBJECTIVE 2 - Develop opportunities to connect neighborhoods to commercial centers, open spaces, and recreational amenities.

ID	IMPLEMENTATION ACTION	PRIORITY	TIMEFRAME	RESPONSIBILITY	ACTIVE	UPDATE
2.1	Continue to budget funds annually to complete priority pedestrian and bicycle facilities, greenways, and trails that will provide connectivity within neighborhoods and links to key destinations throughout town.	HIGH	ONGOING	TS, TC, NCDOT	Y	Leveraging \$3.25M from "Quality of Life" grant for BR East Paths; working on Phase 2 of BHT to connect to I-40 pedestrian bridge and to Twins Way.
2.2	Engage key stakeholders to develop more detailed plans to activate the use of the Bahnsen Lakes and adjacent areas for recreational activities, including walking trails, playgrounds, and picnic areas.	MED	LONG	TS, TC, PS, CG, NCDOT	Y	Continue to monitor the status of the proposed Bahnsen Lakes rehabilitation project; town remains ready to engage when funding is finalized.
2.3	Evaluate the zoning and subdivision ordinance to ensure that new development is required to meet pedestrian and bicycle connectivity goals of the Town.	MED	ONGOING	TS, PB	Y	Zoning Ordinance requires street and pedestrian amenities. Also need to create and maintain a Recreation and Pedestrian plan (See 8.6)
2.4	Work closely with the hospital, sports-based businesses, and other key stakeholders to identify funding for trails, greenways, and other bicycle and pedestrian facilities with the goal of encouraging more active and healthy lifestyle choices.	MED	INTERMEDIATE	TS, PB, TC, CG, PC, NCF, AHWFB, RISE, DC	Y	The HUD grant of \$3.65M includes funding for NC Fusion, RISE, and ToBR pedestrian and traffic safety projects. We continue to await word on the release of these funds.

OBJECTIVE 3 - Maintain high standards for building architecture and landscaping to enhance the sense of place.

ID	IMPLEMENTATION ACTION	PRIORITY	TIMEFRAME	RESPONSIBILITY	ACTIVE	UPDATE
3.1	Continue to work closely with property owners of existing developments to update and retrofit outdated buildings and sites with improved facades and landscaping.	MED	ONGOING	TS, PB, TC, PS	Y	Both Bermuda Quay and Lowes Foods Shopping centers have had recent upgrades to facades.
3.2	Continue to utilize building prototype designs to guide new infill and master-planned development, helping to ensure architectural compatibility and cohesiveness.	HIGH	ONGOING	TS, PB, TC, PS	Y	This is the ongoing approach to any infill development. Additionally, Phase 2 work on Land Use/Zoning--beginning in April--will include an evaluation of building design standards.
3.3	Maintain attractive, landscaped signage at the Intersection of Highways 158 and 801 and at the Town's gateways.	HIGH	ONGOING	TS, TC, EDC, PS, NCDOT, MPO	Y	Primary town signage at both the intersection of 158/801 as well as the entry into Davie County on 158 from Forsyth County continue to be maintained. Future focus will be on addition wayfinding signage at key locations.
3.4	Engage the community in conversations regarding policies and regulations to help maintain unique areas of the Town while unifying architectural elements, signage, landscaping, pedestrian connections, vehicular connections, and geographic nomenclature.	LOW	LONG	TS, TC, CG, EDC, PS, PC	Y	As part of the March 2024 Council Planning Session, several new project initiatives led by the council or mayor will seek participation from the community. These projects include: ordinance revisions, gate operations, and event planning.
3.5	Install additional wayfinding signage and coordinated branded street signage for the Town's key destinations.	MED	ONGOING	TS, TC, COC, EDC, TDA, NCDOT	Y	See Strategy 3.3

OBJECTIVE 4 - Establish a distinctive brand that clearly identifies the Town of Bermuda Run as a unique entity.

ID	IMPLEMENTATION ACTION	PRIORITY	TIMEFRAME	RESPONSIBILITY	ACTIVE	UPDATE
4.1	Refine the Town's branding and marketing so that it is readily identifiable as the Town of Bermuda Run.	HIGH	SHORT	TS, TC, PC	N	With the creation of a new "Celebrate Bermuda Run" Task Group, this may become an added part of that group's future scope of effort.
4.2	Develop cost estimates to implement refinements that may result from any branding and marketing updates.	MED	INTERMEDIATE	TS, PC	N	See Strategy 4.1
4.3	Ensure the Town's website, newsletters, signage, and other related items clearly communicate the results of the branding and marketing revisions.	MED	INTERMEDIATE	TS	N	See Strategy 4.1
4.4	Maintain efforts to promote the "Bermuda Run, NC 27006" address through marketing and mapping service corrections.	HIGH	ONGOING	TS	Y	This is an ongoing effort to promote "Bermuda Run" as the link to the zip code; however, there are many online systems--beyond the control of the town--that default to the Advance address as this is the primary USPS town. Unless/until a new post office can be established in the town, this will be an ongoing challenge.
4.5	Continue to work with the United States Postal Service District Manager to establish a primary or satellite postal location within the Town of Bermuda Run to better serve the population that is concentrated in Eastern Davie County.	HIGH	INTERMEDIATE	TS, TC, USPS, PS	Y	Preliminary discussions with USPS have occurred to gauge the viability of a new standalone USPS facility in Bermuda Run.

OBJECTIVE 5 - Encourage the development of commercial and office establishments, medical services, visitor destinations, and sports tourism opportunities.

ID	IMPLEMENTATION ACTION	PRIORITY	TIMEFRAME	RESPONSIBILITY	ACTIVE	UPDATE
5.1	Actively work with the Davie County Economic Development Commission (EDC) to facilitate business retention, as well as the development, redevelopment, or reuse of vacant properties.	HIGH	ONGOING	TS, TC, EDC, TDA, CoC, PS	Y	Mayor and Manager are active members of the EDC and continue to engage with Terry Bralley and his team on all potential Davie County economic development projects.
5.2	Engage the Davie County EDC for assistance with road infrastructure improvements related to business retention, development, redevelopment, or reuse of vacant properties.	MED	ONGOING	TS, TC, EDC, TDA, CoC, PS, NCDOT, DC	Y	See Strategy 5.1. It is important to note the EDC has no direct impact on road improvements within the town, but could positively impact areas of growth beyond the town.
5.3	Continue to support Atrium Health Wake Forest Baptist to develop Riverhill Commons outparcels with medical facilities and supporting uses in accordance with the approved development agreement.	MED	ONGOING	TS, TC, EDC, PS	Y	Mayor met recently with both local and Winston-Salem leaders of the hospital system; there are potential new growth partnerships on the horizon.
5.4	Work with the Bermuda Run Tourism Development Authority (TDA) to support and promote a wide variety of events and meetings, sports tourism, viticultural offerings, and medical tourism to attract visitors that will patronize local businesses.	MED	INTERMEDIATE	TS, TC, CG, TDA, CoC, PS	N	Mayor and Manager will work to develop a strategy to engage the TDA on how to help drive a partnership between the TDA and the town.
5.5	Continue to evaluate opportunities to develop a hotel to expand overnight lodging capacity for potential visitors.	MED	ONGOING	TS, TC, CG, TDA, CoC, PS	Y	Mayor and Manager have been in discussions with local business owners and hotel developers on future opportunities for an additional hotel.
5.6	Work with property owners and key stakeholders to identify measures to further improve northern access and circulation to the Truist Sports Complex and the RISE Indoor Sports Complex.	MED	ONGOING	TS, TC, CG, TDA, EDC, CoC, PS	Y	Preliminary discussions have been held with key parties on opportunities for an additional access road; because these decisions are driven by private parties, the town's role is to serve more as a catalyst than as a direct decisionmaker.

OBJECTIVE 6 - Sustain a safe, secure, and well-maintained community.

ID	IMPLEMENTATION ACTION	PRIORITY	TIMEFRAME	RESPONSIBILITY	ACTIVE	UPDATE
6.1	Continue to collaborate with the Davie County Sheriff to ensure that enhanced safety patrols and traffic enforcement benchmarks are maintained.	HIGH	ONGOING	TS, TC, DC	Y	Mayor and Manager have ongoing discussions with the town's Community Officer and with Sheriff Hartman; law enforcement updates via our council meetings are a key way to share information with the community.
6.2	Maintain a budgetary emphasis on the maintenance of streets and sidewalks for immediate repair needs, using the established paving and maintenance schedule, to ensure long-term upkeep.	HIGH	ONGOING	TS, TC, PC, MPO, NCDOT	Y	Road maintenance is among the largest annual expense items in the town's budget; the 2024 road maintenance project plan will be defined and communicated in April.
6.3	Ensure that the Town's Code of Ordinances is proactively enforced.	HIGH	SHORT	TS, TC, DC	Y	Manager has contracted with Code Enforcement to monitor compliance; a new initiative underway to evaluate town ordinances for potential update.
6.4	Encourage additional transportation, stormwater, annexation, and other similar studies and impact analysis as needed during the development review process.	HIGH	ONGOING	TS, TC, PC	Y	The April kickoff of the Phase 2 of Land Use/Zoning will include an evaluation of these potential categories for consideration in future developments.

OBJECTIVE 7 - Expand upon Town-supported festivals, events, and community engagement opportunities.

ID	IMPLEMENTATION ACTION	PRIORITY	TIMEFRAME	RESPONSIBILITY	ACTIVE	UPDATE
7.1	Explore opportunities to improve the Town Green's capacity to host a wide range of festivals and community events.	MED	INTERMEDIATE	TS, TC, CG	Y	With the creation of a new "Celebrate Bermuda Run" Task Group, it is expected this may become an added part of that group's scope of effort.
7.2	Work collaboratively with community leaders to establish volunteer community groups such as a "Friends of the Town Green" or other similar groups tasked with assisting in the implementation of strategies related to community events and other initiatives as identified.	LOW	LONG	TS, TC, CG	Y	See 7.1
7.3	Continue to strengthen the Town's communications through monthly newsletters, quarterly "town hall" meetings, press releases, website improvements, and enhanced use of social media.	MED	INTERMEDIATE	TS, TC	Y	A major Town Hall event was held in August 2023 that hosted over 300 attendees; beginning January 2024, the town began video recording Town Council meetings; the town is also working to select a vendor for a redesign of the town website.

OBJECTIVE 8 - Advocate for road capacity and traffic flow improvements while providing a safe, efficient, and well-maintained multi-modal transportation network, including pedestrian and bicycle amenities.

ID	IMPLEMENTATION ACTION	PRIORITY	TIMEFRAME	RESPONSIBILITY	ACTIVE	UPDATE
8.1	Maintain coordination with the NC Department of Transportation (NCDOT) and the Winston-Salem Metropolitan Planning Organization (MPO) to implement the adopted Comprehensive Transportation Plan (CTP) with modifications for preferred cross sections of Highways 158 and 801.	MED	ONGOING	TS, TC, MPO, NCDOT	Y	The town is actively engaged as members of the TAC; several pedestrian and transportation projects within the town are on the proposed list for NCDOT prioritization review in late-2024.
8.2	Continue to work with NCDOT at Exit 180 on enhanced landscaping and other aesthetic improvements for the I-40 and NC Highway 801 interchange.	HIGH	ONGOING	TS, TC, MPO, NCDOT	Y	The NC DOT has started the landscaping efforts at key locations on I-40 including exit 180.
8.3	Work with property owners and developers to improve development access and connectivity between compatible land uses through new driveways and street connections, where feasible.	MED	INTERMEDIATE	TS, PB, TC, NCDOT	Y	This is seen more as an ongoing effort as new developments are proposed within the town/ETJ; each new development provides an opportunity to influence connectivity and access.
3.4	Work with NCDOT, property owners, and developers to establish a southwest connector road between US 158 West and NC 801 South through the Mixed Use future land use classification area southwest of that intersection.	LOW	LONG	TS, PB, TC, NCDOT, PC, PS	Y	With the January 2024 annexation of the development called Townhomes of Bermuda Run, this project will deliver the first segment of a 158 to 801 connector road (south of Peachtree Lane).
.5	As needed, the Town should independently engage or require property owners or developers to hire transportation experts to analyze traffic impacts, bicycle and pedestrian connectivity, and analyze traffic impacts, bicycle and pedestrian connectivity, and related transportation matters when evaluating development proposals and rezoning requests.	HIGH	ONGOING	TS, PB, TC, MPO, NCDOT, PC, PS	Y	Road and pedestrian connectivity have been a part of recent development designs submitted to the town; additionally, Phase 2 work on Land Use/Zoning--beginning in April--will include consideration for potential traffic study requirements.
5	Apply for an NCDOT Bicycle and Pedestrian Planning Grant to fund the development of a plan with a comprehensive strategy for expanding bicycle and pedestrian opportunities throughout the community with a focus on facilities, programs, policies and design guidelines that encourage safe walking and bicycling.	HIGH SHORT	HIGH SHORT	TS, PB, TC, MPO, NCDOT, PC, AHWFB, RISE	Y	The town has applied for two NC DOT grants--extend the Blue Heron Trail west to 801 and add a pedestrian pathway along 801 from 158 to Davie Medical Center.

TOWN OF BERMUDA RUN DETAIL ACCOUNT INQUIRY BY FUND

FY 2023-2024

PERIOD: 04/01/2024 TO 04/30/2024

10-10-00-005 BOTO - Checking

10-10-00-005 BOTO - Checking				BAL FORWARD	PERIOD TO DATE	ACCT BAL	
				-410,631.37	160,134.27	-250,497.10	
DATE	MOD	REFERENCE	JE # or VOUCHER#	CHECK#	DEBIT	CREDIT	BALANCE
		BALANCE FORWARD					-249,433.41
04/01/2024	AP	DETAIL/SUMMARY CHECK POSTING				199,007.32	-448,440.73
04/02/2024	FL	Constant Contact	4052			52.00	-448,492.73
04/02/2024	FL	Sweep	4055		52.00		-448,440.73
04/04/2024	CA	DEP 4424 RFIDs			275.00		-448,165.73
04/05/2024	FL	Sweep	4053		6,933.33		-441,232.40
04/08/2024	CA	DEP 40823 Property Tax and Sew			44,959.76		-396,272.64
04/09/2024	FL	Sweep	4054			39,275.01	-435,547.65
04/09/2024	AP	DETAIL/SUMMARY CHECK POSTING				731.40	-436,279.05
04/10/2024	FL	Sweep	4056		25,800.94		-410,478.11
04/11/2024	FL	Sweep	4057		14,274.70		-396,203.41
04/11/2024	FL	Flex Pay	4058			78.43	-396,281.84
04/11/2024	FL	Payroll Liabilities	4059			2,706.20	-398,988.04
04/12/2024	AP	DETAIL/SUMMARY CHECK POSTING				6,773.37	-405,761.41
04/17/2024	FL	Empower	4060			1,079.42	-406,840.83
04/17/2024	FL	Sales & Use Tax	4061		33,774.80		-373,066.03
04/17/2024	FL	Sweep	4062		95,828.27		-277,237.76
04/17/2024	FL	Sweep	4063		22,553.81		-254,683.95
04/17/2024	FL	Sweep	4064		1,573.00		-253,110.95
04/17/2024	FL	UNC SOG Dora Class	4065			380.00	-253,490.95
04/17/2024	CA	DEP 41724 Triad ABC			46,548.00		-206,942.95
04/17/2024	AP	DETAIL/SUMMARY CHECK POSTING				219,732.27	-426,675.22
04/18/2024	FL	Sweeep	4066			44,581.00	-471,256.22
04/18/2024	CA	DEP 41824 RFIDs			350.00		-470,906.22
04/19/2024	FL	Sweep	4067		555.54		-470,350.68
04/22/2024	FL	Sweep	4068		200.00		-470,150.68
04/23/2024	FL	Ethics Training Jeff Tedder	4069			75.00	-470,225.68
04/23/2024	FL	Sweep	4070		1,982.00		-468,243.68
04/23/2024	CA	DEP 42324 Vehicle Tax			7,035.69		-461,207.99
04/24/2024	FL	Women's Lunch-Melinda	4072			35.00	-461,242.99
04/24/2024	FL	Orbit Retirement	4073			3,717.98	-464,960.97
04/24/2024	FL	Sweep	4074		2,720.09		-462,240.88
04/25/2024	CA	DEP 42524 RFIDs			425.00		-461,815.88
04/25/2024	FL	Sweep	4078		15,627.06		-446,188.82
04/26/2024	FL	Sweep	4079		58,666.22		-387,522.60
04/26/2024	AP	DETAIL/SUMMARY CHECK POSTING				8,336.35	-395,858.95
04/26/2024	FL	Payroll 4/26/24	4081			2,934.56	-398,793.51
04/26/2024	FL	Office Supplies	4082			83.11	-398,876.62
04/29/2024	FL	Flex Pay	4076			96.35	-398,972.97
04/29/2024	FL	Empower Retirement	4077			1,054.17	-400,027.14
04/29/2024	FL	Sweep	4080		122,057.20		-277,969.94
04/29/2024	FL	Constant Contact	4083			52.00	-278,021.94
04/30/2024	FL	Sweep	4084		27,472.84		-250,549.10
04/30/2024	FL	Sweep	4085		52.00		-250,497.10
SUBTOTALS FOR ACCOUNT 10-10-00-005 :					529,717.25	530,780.94	
					529,717.25	530,780.94	

0.00
1,000.00
250,000.00
1,497.10
250,497.10