



**PROPOSED AGENDA**  
**Bermuda Run Town Council Meeting**  
**Tuesday, November 10, 2020**  
**6:00PM**

**Bermuda Run Town Hall**

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

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Moment of Silence**

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

**4. Adoption of the Agenda**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_

**5. Approval of the October 13, 2020 Town Council Meeting Minutes**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_

**6. Citizens' Comments**

**7. Proposed Action Items**

**A. Proposal to Provide Stormwater Mapping & Analysis**

Grey Engineering, in association with Jewell, LJB, proposes to model stormwater conditions in the Phase I project area, which consists of the original section of Bermuda Run Country Club that is served by a wastewater treatment plant specific to that area. The proposed fee is on a time and expense basis for a total not to exceed \$55,000.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_

**B. Budget Amendment 2020-01 from the Sewer Fund**

To fund the Stormwater Mapping and Analysis for the area specifically defined within the Town of Bermuda Run sewer service area, the Town Manager proposes a budget amendment to allocate \$55,000 from the fund balance of the Sewer Fund to the current 2020-2021 Sewer Fund budget to pay for the analysis.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_

**C. Amendment to Contract to Include Recycling Collection: Republic Services**

Proposed amendment to contract extends solid waste pickup for three years and includes recycling collection, effective July 1, 2021.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_

**8. Council / Mayor Comments**

**9. Town Manager Comments**

**10. Adjourn**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_

# **Town of Bermuda Run**

## **Town Council Meeting Minutes**

### **October 13, 2020 – 6:00 PM**

The Town Council of Bermuda Run held its scheduled meeting on Tuesday, October 13, 2020 at 6:00 PM. The meeting was held at the Bermuda Run Town Hall.

**Council Members Present:** Mayor Rick Cross, Heather Coleman, Curtis Capps, Mike Ernst, Chris Fowler, and Ken Peacock

**Council Members Absent:**

**Also Present:** Lee Rollins, Town Manager; Brian Williams, Attorney; Cindy Poe, Town Clerk

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

**Pledge of Allegiance**

**Moment of Silence**

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

**Adoption of the Agenda**

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

**Approval of the September 8, 2020 Town Council Meeting Minutes**

*Council Member Heather Coleman made a motion to approve the September 8, 2020 meeting minutes. Council Member Chris Fowler seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.*

**Public Comments - NONE**

**Republic Services Presentation – Solid Waste and Recycling Services**

The Town's current contract with Republic Services expires July 1, 2021. Tony Krasienko, Republic Services Municipal Sales Manager, presented what a "bundled system" would look like for the Town.

**Proclamation – Family Promise of Davie County Week: October 18-25**

Over the past three years, Family Promise of Davie County has served over 100 families via their homeless prevention, diversion, shelter and stabilization programs. Mayor Cross proclaims the week of October 18-25 as Family Promise Week in Bermuda Run.

**Naming of Two New Access Streets to "Allgood Street" and "WinMock Street"**

It is recommended that the new access street from US Hwy 158 connecting to Comet at Bermuda Run Apartments be named "Allgood Street" and the new access street from US Hwy 158 between Advanced Oral and Facial Surgery and Coffey Law (closer to WinMock) be named "WinMock Street". *Council Member Mike Ernst made a motion to adopt the recommendation. Council Member Ken Peacock seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.*

### **Town Manager Comments**

Both Davie and Forsyth County law enforcement have been working on a plan to handle traffic congestion at the upcoming Tanglewood Festival of Lights.

The I-40 widening project is still on schedule, and the pedestrian bridge can't be used until that project is complete.

### **Council/ Mayor Comments**

*Ken Peacock: Presentation by Republic Services very interesting; he has been "listening and learning".*

*Curtis Capps: Thanked Tony Krasienko for his presentation, adding that he learned a lot about recycling. He also thanked everyone that was in attendance.*

*Mike Ernst: Agreed that the presentation from Republic Services was well-done and he found it very fascinating. Family Promise, he shared, is one of the newest non-profits in Davie County.*

*He also added that the new access streets would be very helpful for new development. He thanked both the Mayor and Town Manager for all of their hard work.*

*Chris Fowler – Thanked Town Manager Lee Rollins for his service on the Family Promise board. He also felt tonight's presentation was very helpful and informative.*

*Heather Coleman – Agreed with all regarding tonight's presentation, and thanked everyone for their participation in the meeting.*

*Mayor Rick Cross –*

- *Gave update regarding the Bermuda Run Garden Club's recent shredding event that supports Davie County programs (such as Family Promise). They also recently had a very successful supply drive to support the Storehouse for Jesus.*
- *WinMock hosted its second pop-up restaurant that was sold out.*
- *2020 Census Update/Reminder*
- *Early voting starts on 10/15 – Reminder of locations.*
- *Positive conversations with the Davie County Sheriff's office – reminded everyone to have a safe Halloween.*
- *Thanked everyone for their participation in the meeting.*

### **Adjourn**

*With no further business to discuss, Council Member Curtis Capps made a motion to adjourn. Council Member Heather Coleman seconded the motion. The motion was approved by a vote of five (5) in favor and none opposed.*

Approved

Respectfully Submitted

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Rick Cross, Mayor

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Cindy Poe, Town Clerk

(7.A.B.)



**TO:** Town Council  
**FROM:** Lee Rollins, Town Manager  
**DATE:** November 10, 2020  
**RE:** Proposal to Provide Stormwater Mapping & Analysis

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**Included for your review:**

- Proposal from Grey Engineering
  - Exhibit 1 – Drainage Basin Overview
  - Exhibit 2 – Phase 1 Project Area
  - Budget Amendment
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**Summary:**

Grey Engineering, in association with Jewell LJB proposes to model stormwater conditions in the Phase 1 Project Area (Exhibit 2) on a time and expense basis for a total cost not to exceed \$55,000. It is expected that the work (much of which is field work) would take 6-8 months to perform.

If the Town Council seeks to approve the scope of work, it is recommended that a budget amendment be approved to transfer \$55,000 from available fund balance of the Utility Fund to the General Fund. The Town Manager makes this recommendation due to the area to be mapped is specifically within the sewer service area supported by and billed to residents and Bermuda Run Country Club.

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**Overview:**

On September 22, 2020, the Town Council reviewed a *Suggested Stormwater Approach* by Grey Engineering and an *Outline for Bermuda Run Drainage and Stormwater Planning* by Jewell LJB Engineering. The suggested focus to better understand stormwater risk and management fell into three areas:

- 1.) Flooding and erosion
- 2.) Governing future growth to avoid nuisance
- 3.) Preparing to comply with probable future stormwater regulations imposed by the State

The proposal for services will produce particular modeling elements to include:

- 1.) Inventory and mapping
- 2.) Hydrology (How stormwater flows impact areas)
- 3.) Hydraulic Analysis (How systems designed to move stormwater operate appropriately)

On October 27, 2020, the Town Council reviewed and discussed a proposal from Grey Engineering for Stormwater Mapping and Analysis. On a four to one vote, the Town Council voted to place this item on the November 10, 2020 Town Council meeting agenda for consideration.

# Proposal to Provide the Town of Bermuda Run with Stormwater Mapping and Analysis Services

10/19/20

JCG

Grey Engineering, in association with Jewell LJB proposes to model stormwater conditions in a portion of the Bermuda Run community in order to lay the groundwork for future efforts that will: 1) regulate the impact of new development; 2) help identify causes of current nuisance flooding; and 3) prepare for Phase 2 Stormwater regulations

Particular modeling elements include: 1) inventory and mapping, 2) hydrology, and 3) hydraulic analysis.

Inventory and mapping will be done using the information in Grey Engineering databases as a starting point and develop more complete and precise information from there. The inventory and mapping will ultimately reside in GIS format on the County's server for preservation and to ensure continuity over the years as the Town grows and changes. Detailed structure mapping will be performed for pertinent structures in the area shown in Exhibit 2 attached.

Hydrology and hydraulic analysis will be performed by JewellLJB in association with Grey Engineering. Under the direction of Cindy Lancaster, PE, the JewellLJB staff is deeply experienced in this specialized form of analysis.

We propose to focus the initial effort on Yadkin Tributary Area #3 Watershed in the attached Exhibit 1 for hydrology and the drainage networks affecting Warwicke and Fescue for hydraulic analysis. This analysis phase will focus on the sensitivity of existing systems to flooding (probability of flooding without improvements) and will suggest improvements required to mitigate flooding in the 10yr storm for most drainage and the 25yr storm for major roads.

## **What the Study Will Do**

This effort will help predict the impact of additional development in the Yadkin Tributary 3 Watershed on existing development. It will help identify the causes of current nuisance flooding and, hopefully, begin a dialogue leading to correction. Further, it will begin to provide a durable record of Bermuda Run's stormwater system in GIS format that can be archived in the Davie County GIS records.

## **What the Study Won't Do**

This effort will **not** produce detailed designs for construction. The community will need to come to terms with a host of additional issues prior to mitigating any nuisance flooding, including but not limited to: budgets, jurisdictions, easements, alternatives, and other aspects of feasibility.

However, it all starts with this foundational study.

## **Price and Schedule**

Grey Engineering, Inc. proposes to retain JewellLJB and perform this work on a time and expense basis for a total cost not to exceed \$55,000. Since we are heading into the winter season and additional field surveys will be required (sometimes with excavation), it is expected that the work will take 6-8 months to perform.

Please sign to signify acceptance:

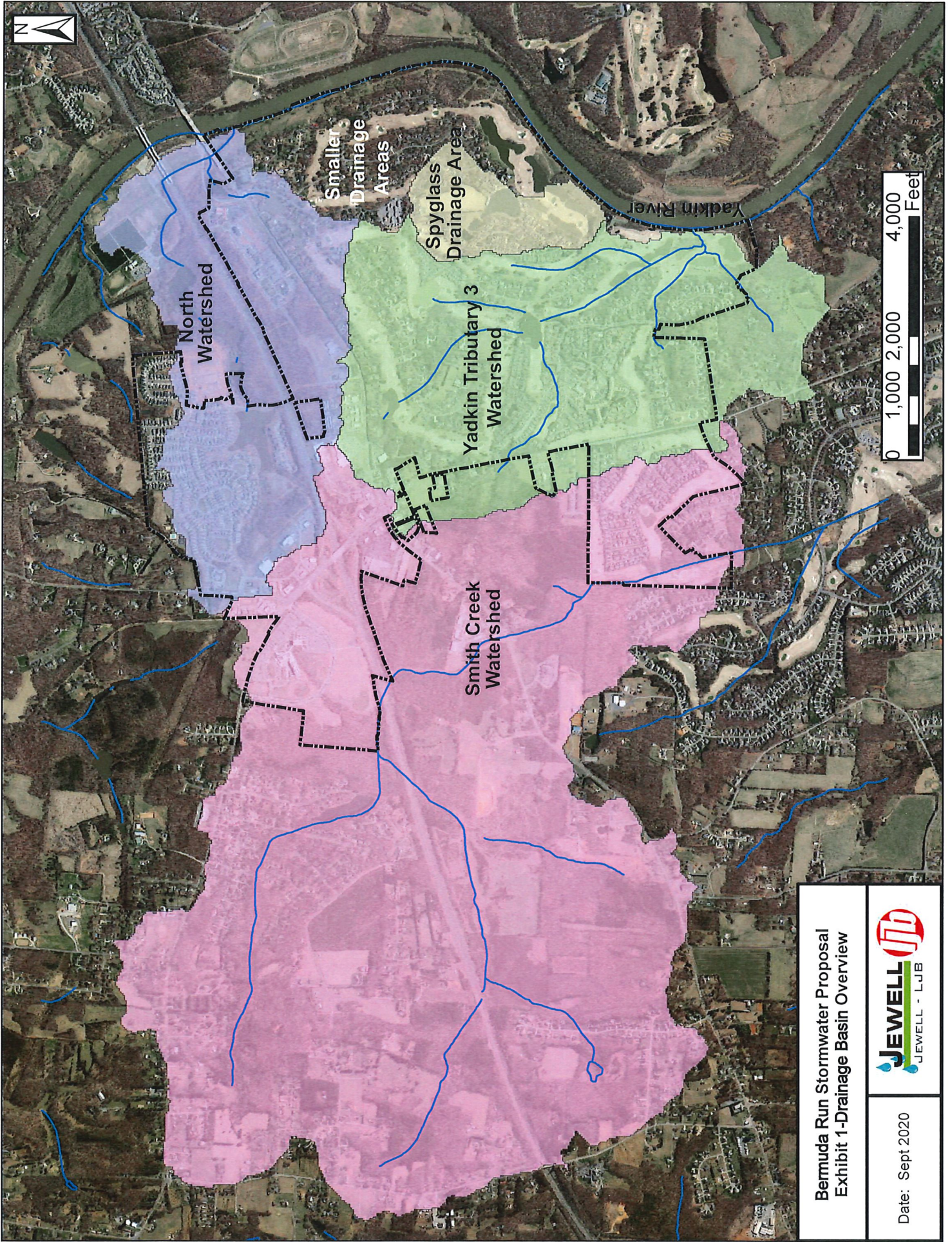
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Lee Rollins, Town Manager

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Date



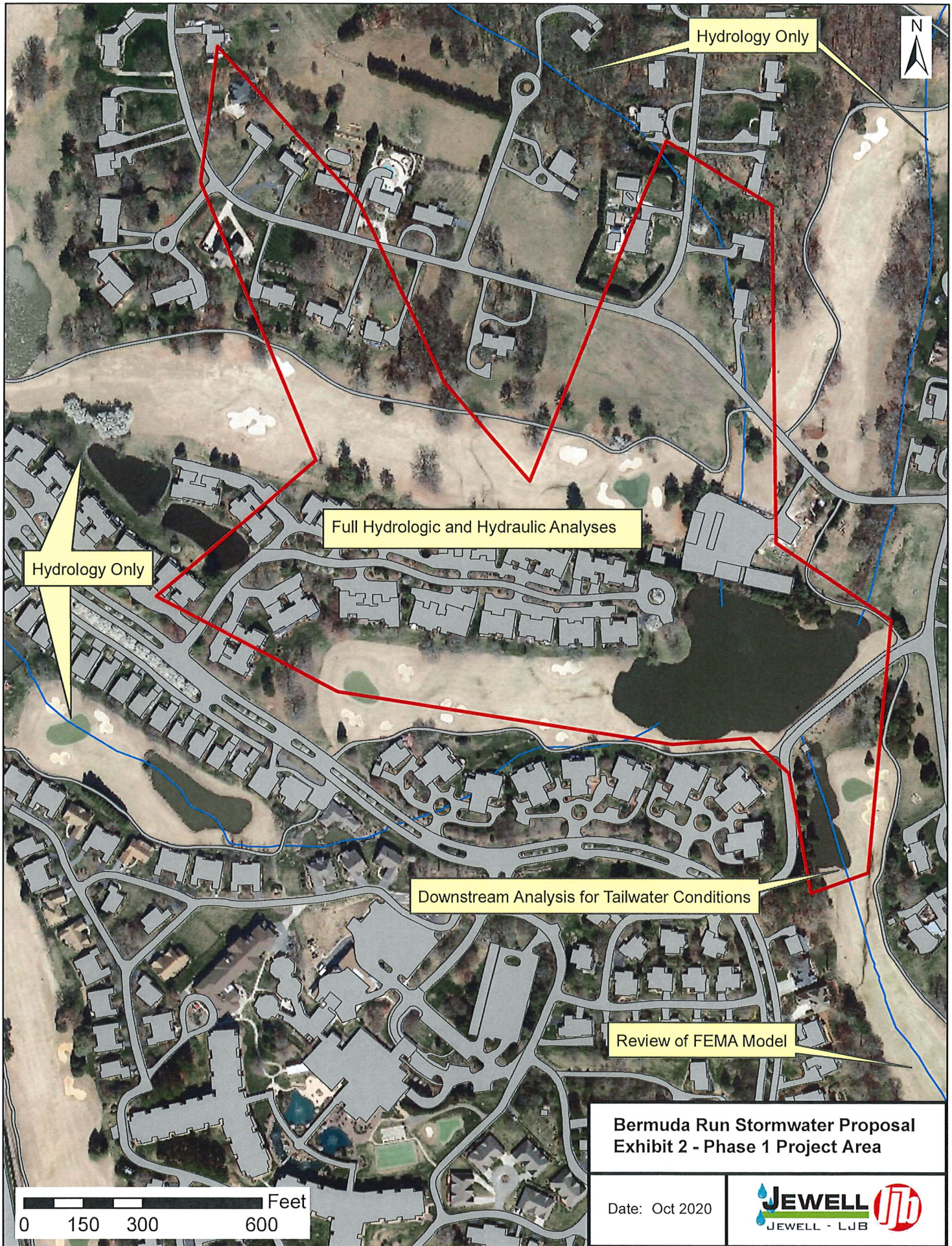


**Bermuda Run Stormwater Proposal  
Exhibit 1-Drainage Basin Overview**



Date: Sept 2020







# TOWN OF BERMUDA RUN BUDGET AMENDMENT REQUEST

2020-2021 Fiscal Year

A request to amend the 2020-2021 Town of Bermuda Gate Operations Fund is hereby submitted to the  
Bermuda Run Town Council as follows:

## REVENUE AMENDMENT REQUEST

ACCOUNT TITLE	ACCOUNT NUMBER	REVENUE INCREASE (DECREASE)	AS AMENDED
Sewer Fund Fund Balance		\$55,000	

TOTAL REVENUE INCREASE (DECREASE) \$55,000

Reason for revenue amendment: Appropriate \$55,000 from Sewer Fund balance to conduct Stormwater Mapping and Analysis  
Services in the drainage basin located within the Bermuda Run sewer plant service area.

## EXPENSE AMENDMENT REQUEST

ACCOUNT TITLE	ACCOUNT NUMBER	REVENUE INCREASE (DECREASE)	AS AMENDED
Sewer Fund Engineering	30-50-00-002	\$55,000	\$115,000

TOTAL EXPENSE INCREASE (DECREASE) \$115,000

Reason for expense amendment: Allocate \$55,000 to Sewer Fund Engineering to pay for Stormwater Mapping and Analysis Services .

## APPROVED:

Bermuda Run Town Council  
In Meeting of November 10, 2020

Reviewed by Finance Director October 27,2020

\_\_\_\_\_  
H. Lee Rollins

\_\_\_\_\_  
Rick Cross  
Mayor

\_\_\_\_\_  
Cindy G. Poe  
Town Clerk



(7.C)



**TO:** Town Council  
**FROM:** Lee Rollins, Town Manager  
**DATE:** November 10, 2020  
**RE:** Amendment to Contract: Republic Services

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**Included for your review:**

- Amendment to Contract to be effective July 1, 2021

**Overview:**

The Town is in its last year of a five (5) year agreement with Republic Services, expiring June 30, 2021. The current rate for garbage collection is \$12.76 per month per residential unit. The proposed amendment to the contract proposes increasing garbage collection per residential unit to \$13.15 or 3%.

Republic's proposed amendment to contract adds recycling as a component of service to the Town. The collection rate per residential unit is proposed at \$2.73 per month and the recycling processing at \$1.52 per residential unit per month. The proposal is for an extended three-year term with a total rate per residential unit for garbage and recycling of \$17.40 to be effective July 1, 2021. At the current residential unit count of 1,329, the Town Manager would propose the garbage/recycling line item in the General Fund for 2021-2022 budget year at \$277,496.

The County of Davie informed Republic Services and the municipalities of Bermuda Run, Cooleemee and Mocksville, of the intent to no longer fund residential unit recycling from its General Fund. The County has facilitated on-going dialogue with the Mayors and Town Managers to prepare for a July 1, 2021 date. Davie County entered into an amendment to its franchise agreement for county residents (outside municipal limits) for garbage and recycling pick up at \$22.68 per residential unit per month. The residential county customers will be billed directly from Republic Services.

On October 13, 2020, Republic Services made a presentation to the Town Council regarding the state of recycling and the need to make changes.

On October 27, 2020, the Town Council reviewed and discussed the amendment to contract as provided by Republic Services. The Town Council voted 5 to 0 to place the amendment to contract on the November 10, 2020 Town Council meeting agenda for consideration.

## AMENDMENT TO CONTRACT

This Amendment to Contract (this "Amendment") is entered into as of October \_\_, 2020, between the Town of Bermuda Run, a municipality organized under the state of North Carolina (the "Town"), and Republic Services of North Carolina, LLC, a North Carolina limited liability Contractor, dba GDS-DAVIE ("Contractor"). The Effective Date of this Amendment is July 1, 2021.

### Recitals

A. The Town and Contractor entered into that certain Solid Waste Contract, dated July 1, 2016 (collectively, the "Contract").

B. The Town and Contractor have now agreed to extend the Agreement and modify the terms as identified below.

### Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. **Term**. The Agreement is extended for an additional three-year term, commencing on the Effective Date. The term may be extended for additional three-year terms, upon mutual agreement of the parties.

2. **Recycling**. Commencing on the Effective Date, Contractor will provide recycling collection and processing services to the Town at the rate set forth below. The additional recycling specifications set forth in Exhibit A are added to the Contract.

3. **Contract Price**. Section 2 is modified as follows:

(a) The Town shall pay Contractor \$13.15 per month per household for solid waste collection.

(b) The following is added to Section 2.A: "The recycling collection rate per customer per month is \$2.73. The rate for recycling processing is \$1.52 per Residential Unit per month."

(c) The rates above are all subject to the rate adjustment set forth in Section 2.A. The CPI in section 2.A is changed to the Consumer Price Index (All Urban Consumers, Water, Sewer, Trash Collection), and the parties will use the December CPI compared to the 12 months preceding to compute the adjustment.

4. **Insurance**. The words, "excluding workers' compensation" are added to the last sentence of Section 6.

5. **Capitalized Terms**. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Contract.



6. **Continuing Effect.** Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

7. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

**CONTRACTOR:**

**TOWN:**

REPUBLIC SERVICES OF NORTH  
CAROLINA

TOWN OF BERMUDA RUN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**SPECIFICATIONS & PRICING FOR RECYCLING SERVICES**

1. Recycling Services Definitions.

1.1 **“Recyclable Materials”** are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 **“Acceptable Material”** means the materials listed in Section 8 below.

1.3 **“Unacceptable Material”** means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Contractor shall be hauled to a processing facility selected by Contractor for processing (“Recycling Services”).

2. Town’s Duty. Town shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. Town shall pay Contractor a rate of \$4.25 per Unit for the collection and processing of Recyclable Materials from Residential Units. Town’s Collection and Processing rate assumes that, on average, Town’s Recyclable Material consists of no more than 20% Unacceptable Material (the **“Unacceptable Material Threshold”**). The Town shall also pay the Contractor a processing cost of \$128.75 per ton, as well as \$53.25 for the transportation and disposal of Residue (defined below). All rates are subject to Rate Adjustments as set forth in Section 2.A of the Agreement.

4. Right to Inspect/Audit. Contractor may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Contractor’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Contractor will notify Town of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of Town’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Recycling Commodity Credit. Contractor shall return 85% of Town’s recycling commodity value to Town up to the amount of Town’s processing fees due for that month. Town’s **“Recycling Commodity Credit”** shall be determined by multiplying the per-ton market value of the processing facility’s Average Commodity Mix by the number of tons of Recyclable Material collected from Town and processed each month. The processing facility’s **“Average Commodity Mix”** means the relative mix of outbound commodities (including Residue), established pursuant to either (i) a minimum rolling 3-month facility average composition (subject to adjustment as necessary by Contractor) or (ii) a composition audit or an average of audits over a 12-month period (if any). The processing facility’s Average Facility Commodity



Mix is set forth in the attached Exhibit A-1. The per-ton value of the processing facility's Average Commodity Mix shall be determined each month by applying the most recently-available indices or actual values (as set forth in Exhibit A-1) to the facility's Average Commodity Mix including any negative commodity market values and Contractor's charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material ("**Residue**"). If the Town's recycling commodity value exceeds the processing rates in a given month, the Town will receive a rebate equal to 50% of the value above the processing fees.

6. Reporting and Credit. Contractor will provide Town with an annual report detailing the total tons of Recyclable Material received from the Town during the previous year and the calculation of Town's Recycling Commodity Credit for that year.

7. Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Material, Contractor may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to Town accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

8. Acceptable Material. All material must be empty, clean and dry. Contractor may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide Town with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons

- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

9. Unacceptable Material. Contractor may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide Town with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.



## EXHIBIT A-1

### RECYCLING FACILITY AVERAGE COMMODITY MIX

**Net Processing Value/Charge - Model for Annual Rate Review - CONFIDENTIAL -Bermuda Run, Mocksville and Cooleemee**

Number of Homes	3,651
Pickups per Month	2,165
Pounds per set out	19.2
Tons per Month	75.88

Recycle Processing Rate per Ton for Residential Stream (from MRF Controller) **\$ 128.75**

	%	Tons	Rate		
Tons sold	84.7%	64.30	87.10	Rev from Commodity	\$ 5,600
Residual tons	15.3%	11.59	<b>\$ (53.25)</b>	Residual Costs	\$ (617)
				Net Revenue	\$ 4,983

Commodity Value (Net Revenue divided by Tons per Month) \$ 65.67

Net Processing Position (Commodity Value minus Processing Rate) \$ (63.08)

Share with City 85%

City Rebate/Credit (per Ton) \$ 55.82

Monthly Net Processing Value (Rebate or Net Processing Position x Tons per Month)	\$ 5,534
Net Processing Rate per household	\$ 1.52

#### CONFIDENTIAL

- Price updates annually by CPI
- Updates annually by actual statistics
- Updates based on previous 12 month average value or monthly