

**Bid award for US-220 sidewalk project**

Attachment(s): no – all RFP materials on town website and hard copies available at town hall; 5/14 bid results will be provided when available

MEETING DATE: MAY 14, 2019

STAFF COMMENTS / RECOMMENDATION:

This project involves construction of a sidewalk to connect the southern end of Summerfield Road with the US-220 pedestrian tunnel (west side of the highway) and then the tunnel to the existing pavement of the A&Y Greenway (east side of the highway). Work consists of site preparation and construction of approximately 790 linear feet of concrete trail, which will result in the opening of the US-220 tunnel. Freese and Nichols (F&N) is providing all engineering services and Council has discussed the project multiple times. Complete plan and bid details have been available on the town's website since 4/23 and hard copies are available for viewing at town hall.

The amount budgeted in FY2018-19 budget was \$70,000 and a total of \$83,334 in grant funding is available for additional costs. Council approved a total budget of \$150,000 in February and F&N's contract is \$30,500 for all services, which leaves \$119,500 available to complete the project. F&N's latest construction cost estimate is \$101,150 plus a 15% contingency, which totals \$116,123.

Although the project received a preliminary greenlight from NCDOT, the town is still waiting on final approval. In the interest of keeping the project moving, the RFP was issued 4/23 with a planned bid opening of 5/14. Depending on NCDOT's timing and response, the bid opening might be delayed; if so, it will be requested that the topic be removed from the 5/14 agenda and considered at the soonest available Council opportunity instead.

F&N will consult with staff about a recommendation. The needed motion from Council will be approval of the "Notice of Award" that identifies the contractor and contract amount.

NOTES:**TOWN COUNCIL COMMENTS / ACTION:**

**Bid award for SCP parking lot improvements project**

Attachment(s): no – all RFP materials on town website and hard copies available at town hall; 5/14 bid results will be provided when available

MEETING DATE: MAY 14, 2019

STAFF COMMENTS / RECOMMENDATION:

This project involves making significant improvements to SCP's gravel parking lot at the end of Center Road. Work includes enlarging the area, minor stormwater improvements, paving, and defining parking stalls. Freese and Nichols (F&N) is providing all engineering services and Council has discussed the project multiple times. Complete plan and bid details have been available on the town's website since 4/23 and hard copies are available for viewing at town hall.

The amount budgeted in FY2018-19 budget was \$200,000 and F&N's contract is \$38,140 for all services, which leaves \$161,860 available to complete the project. F&N's latest construction cost estimate is \$125,065 plus an approximate 15% contingency, which totals \$144,065.

The RFP was issued 4/23 with a planned bid opening of 5/14. F&N will consult with staff about a recommendation. The needed motion from Council will be approval of the "Notice of Award" that identifies the contractor and contract amount.

NOTES:**TOWN COUNCIL COMMENTS / ACTION:**

**Town v. Daniel, Hopkins, Daniel** (*consent order re: junked/abandoned vehicles, storage of junk/debris*)*Attachment(s): yes*MEETING DATE: MAY 14, 2019**STAFF COMMENTS / RECOMMENDATION:**

This on-going code enforcement matter is formally known as *Town of Summerfield v. Harold Daniel, Jewel Hopkins, Lonnie Daniel* and involves junked/abandoned vehicles and storage of junk/debris near the feed mill on Summerfield Road.

Attorney Hill and the defendant's attorney have exchanged draft proposals, negotiated terms, and a "Consent Order and Judgment" agreement is attached and signed by the defendants. Attorney Hill's request is for Council's consideration and approval at Tuesday evening's meeting.

NOTES:**TOWN COUNCIL COMMENTS / ACTION:**

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

TOWN OF SUMMERFIELD, NC,)

Plaintiff,)

vs.)

HAROLD U. DANIEL, JEWEL D.)

HOPKINS AND LONNIE A. DANIEL,)

Defendants.)

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

18-CvS-8160

CONSENT ORDER AND JUDGMENT

COME NOW the parties to this action, Plaintiff Town of Summerfield (Town) and Defendants Harold Daniel, Jewel Hopkins and Lonnie Daniel (hereinafter collectively referred to as Defendants); and having stipulated to the following, the Court makes the following

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. All signatories to this agreement are of appropriate age and mental capacity to enter into this agreement.
2. The Town has filed a civil action against Defendants, currently pending in Guilford County Superior Court, captioned, "Town of Summerfield NC, Plaintiff vs, Harold U. Daniel, Jewel D. Daniel and Lonnie A. Daniel, Defendants."
3. Defendants are the owners of 7208 Summerfield Road, Summerfield, NC, which lies within the corporate limits of the Town of Summerfield, but neither party has conducted a title examination of the property to determine if anyone else has any interest in the property.

4. Plaintiff seeks recovery for alleged violations of the Town's development ordinance; specifically, section 2-1-7, prohibiting the display of junked motor vehicles as well as a violation of NCGS 160A-193;
5. After Plaintiff consented to several extensions of time in which to answer while the Parties worked to resolve their dispute, Defendants filed an Answer denying that they were in substantial violation of the applicable ordinances and that proper notice had been given to Defendants. However, Defendants have taken steps to rectify the display of junked motor vehicles on the property.
6. During this time, additional conditions which could violate applicable ordinances have been discovered on Defendant's property, namely the presence of several junked automobiles and debris that are currently screened from view.
7. The parties mutually wish to resolve all matters in controversy between them herein and in that regard agree as follows:
 - a. Defendants will use a one-ton truck, or other truck suitable for the task, to remove two truck loads of debris and/or junk from the property, per month, beginning in March 2019 and ending August 31, 2019.
 - b. Defendants shall remove seven of fourteen junked motor vehicles on the property by May 15, 2019. Removal of one vehicle shall count as one truck load of debris as outlined in subsection 'a' above.
 - c. Defendants shall remove all old tires from the site, and the removal of a load of tires will count as a load of debris for purposes of subsection a, above

- d. Defendants will not bring in any more junked motor vehicles or debris to the site or debris. However, it is understood that Defendants will need to bring building materials to the site to repair the house located on the property.
 - e. Defendants shall maintain a list of all items and/or materials removed from the site in order to demonstrate compliance with this agreement. This list may be inspected by Town personnel with reasonable notice of not less than 72 hours.
 - f. After September 1, 2019, Defendants will allow the Town to inspect the property and curtilage (excluding the interior of the home) to determine whether the unsafe conditions have been significantly abated. If, after that date, the Town asserts that the Defendants have not complied with this agreement, they will notify the Defendants and their attorney, and the parties will, in good faith, attempt to resolve any alleged defaults. If no satisfactory agreement is reached within 30 days of the Town's notice, then the Town may apply to the Court for an order enforcing this agreement.
8. The parties waive any further findings of facts or conclusions of law in support of this Order and Judgment.

BASED UPON THE PRECEDING, IT IS HEREBY **ORDERED, ADJUDGED, and DECREED AS FOLLOWS:**

- 9. Defendants are ordered to comply with the terms of paragraph 7, above.
- 10. If Defendants fail to honor this agreement, the Town may pursue its remedies, including an order of abatement permitting the town to enter the property and take necessary action to bring the property into compliance.

11. Any applicable statute of limitations for any further enforcement by the town shall be tolled during the time period set forth for compliance by Defendants.
12. The Court allows the parties to amend this agreement without further order of the Court, provided any such amendment is in writing and executed by all parties.
13. Each party shall bear their own costs.
14. All parties stipulate and consent that this agreement is enforceable by further orders of the Court.

This the ____ day of _____, 2019.

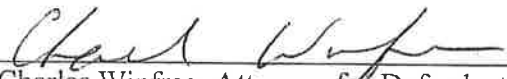
Judge Presiding

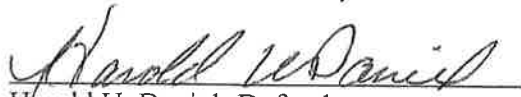
CONSENTED TO:

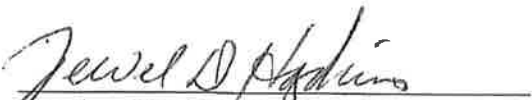
William Hill, Attorney for Plaintiff


The Town of Summerfield

BY: _____
Printed Name: _____
Title: _____


Charles Winfree, Attorney for Defendants


Harold U. Daniel, Defendant


Jewel D. Hopkins, Defendant


Lonnie H. Daniel, Defendant
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