



Bid award for SCP amphitheater cover construction

Attachment(s): yes (on back)

MEETING DATE: JANUARY 10, 2017

STAFF COMMENTS / RECOMMENDATION:

A major capital project for this fiscal year is to construct a cover/shelter over SCP's amphitheater stage. Tents are used as needed with events, but they are insufficient and a permanent structure is needed to improve weather protection and allow better electrical hook-ups and permanent stage lighting.

The project was budgeted at \$65,000 based on a contractor's estimate and the town secured structural and architectural plans. The project construction was appropriately bid, only two vendors bid, and those bids were much higher. The project was rebid with better results, but the lowest responsible bids still exceeded the budget.

The attached bid tabulation outlines the results and the architectural plans allowed two options for the primary wood material (LVL or glulam) and each has pros and cons. A staff recommendation will be forthcoming at the meeting – contractors' project references are being reviewed and industry professionals are being consulted to recommend the best material option for this specific project. Detailed project plans are available for review on the town site within "Job Openings & RFPs/RFQs."

NOTES:

TOWN COUNCIL COMMENTS / ACTION:

Town of Summerfield
 Summerfield Community Park Amphitheater Cover Construction RFP (RFP-2017-001)
 Bid tabulation for 11/27/16 re-issue Bid opening 12/28/16, 2:00pm

<u>bidder name</u>	<u>bid using LVL (laminated veneer lumber)</u>	<u>bid using glulam (glued laminated timber)</u>	<u>all exposed wood stained?</u>	<u>notes</u>
CR Beaver, Inc.	\$108,315	add \$15,000 (\$123,315)	(unspecified; needs verifying)	
RP Murray, Inc.	\$138,500	\$138,500	no stains or coatings	arches: western red cedar
Hamlett Associates, Inc.	\$111,000	-- --	(unspecified; needs verifying)	
S&S Building & Development LLC	\$141,753	-- --	add \$3,200 (\$144,953)	
BAR Construction Co., Inc.	-- --	\$122,111	includes factory stains	

MOU among Guilford Co. and the towns of Summerfield, Oak Ridge, and Stokesdale re: feasibility study for the development of regional public water system

Attachment(s): yes

MEETING DATE: JANUARY 10, 2017

STAFF COMMENTS / RECOMMENDATION:

In July 2016, Council held a special called meeting to discuss: 1) the results of a water and fire protection study; and, 2) a regional water initiative for water supply planning. Prior to this meeting, a newly-adopted state budget included approximately \$14.5 million to "fund interconnection and extension of water lines" to be done by establishing a regional water authority that would include Guilford and Rockingham counties and "one or more municipalities within those counties."

The resulting unanimous decision read:

I hereby move for a vote of support for this Council to explore the possibility of participating in a regional water authority along with Rockingham County and other jurisdictions. In making this motion, I am aware of our obligation to protect our citizens, which includes access to water to sustain growth and support our everyday lives. I am also aware of funds budgeted by the state of North Carolina for creation of such a regional water authority.

At this time, my motion is that we as a council give a statement of intent to Rockingham County to investigate and explore this possibility, without a pledge of any Town funds at the current time. After we gather all available information, we can then consider any and all financial obligations in this undertaking. In accordance with Policy 5.1 of the Comprehensive Plan, Summerfield should investigate the potential opportunities of participating in such a regional water authority.

Since that time, Guilford and Rockingham counties and the towns of Summerfield, Oak Ridge, and Stokesdale have engaged in conversations about how to best proceed. Guilford County and its towns have wanted to collaborate and explore regional water supply options and the formation of a water authority. The collective Guilford thought is that a significant feasibility study is needed. While Rockingham County would like to sell water to the northwest Guilford area, it does not wish to participate in a preliminary feasibility study or be a part of a regional authority.

Guilford jurisdictions are formally considering the attached MOU, which outlines a cost-sharing arrangement between the parties that approve it. The plan is to issue a Request for Qualifications (RFQ) seeking qualified engineering firms, select the most qualified consultant, and then negotiate a price that would be evenly shared. There is a window to back out of participation and it's also possible that not all jurisdictions would ultimately participate, which would increase each's share. The current expectation is that the budgeted state funds of approximately \$14.5 million can fund the study. If all parties approve the MOU, Senator Berger has indicated assistance with ensuring that legislation wording would support the exploration of a water authority.

The town attorney has reviewed the document and will be on hand to answer questions. Based on the Comp Plan and Council's July 2016 position, the town manager recommends MOU approval pending approval by other jurisdictions who will be considering it prior to the 1/10 Council meeting.

(room for notes on back)



AGENDA ITEM



Town Hall: POB 970, 4117 Oak Ridge Road, Summerfield, NC 27358

ph: 336-643-8655 / fax: 336-643-8654 / www.summerfieldgov.com

NOTES:

TOWN COUNCIL COMMENTS / ACTION:



MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between the COUNTY OF GUILFORD, the TOWN OF OAK RIDGE, THE TOWN OF STOKESDALE AND THE TOWN OF SUMMERFIELD for the purpose of outlining a cost sharing arrangement related to the professional services costs associated with conducting a preliminary feasibility study for the development of a regional public water system.

WHEREAS, the Town of Stokesdale, located in Guilford County currently owns and operates a municipal water distribution system to provide potable water service for residential and commercial consumers within the corporate limits of the Town and the Town purchases treated water from the City of Winston Salem and the Town desires to explore other potentially lower costs options available for the purchase of water on a wholesale basis; and

WHEREAS, Guilford County and the Towns of Oak Ridge and Summerfield currently do not own or operate public water distribution systems as potable water is available to residents and businesses within these jurisdictions through individual private wells or community well systems operated by a private water company and these jurisdictions are interested in exploring the feasibility of developing a public water system to provide potable drinking water and adequate volume for fire suppression; and

WHEREAS, approximately \$14.5 million was included in the State of North Carolina's budget to fund some of the infrastructure associated with developing a regional water system including local government jurisdictions in both Rockingham and Guilford counties contingent on the establishment of a Water and Sewer Authority; and

WHEREAS, the above named local governments public infrastructure including water systems are key components to facilitating quality growth and development and providing important public health and public safety services; and

WHEREAS; the parties agree and understand that the development and operation of public water systems is a long-term capital intensive endeavor that must be strategically planned, designed and operated as cost effectively as possible to optimize the public benefit; and

WHEREAS, the parties agree that it would be prudent to engage the services of a professional engineering firm to perform a preliminary feasibility study/engineering report to determine the costs to construct and operate a regional water system and make projections related to user charges, rates and fees before making a final decision or commitment to participate in the regional water system project; and

WHEREAS, the parties agree to the following terms, conditions, responsibilities and commitments related to the initial steps to determine the feasibility of developing a regional water system.

1. The parties will develop a Request for Qualifications (RFQ) for engineering / professional services to conduct a Preliminary Feasibility Study for the development of a regional water system. The parties will agree on the scope of work before advertising the RFQ publicly. The firms responding to the RFQ will be evaluated for their experience and knowledge

performing such work. All of the responding firms shall be ranked upon their qualifications to perform the work. The parties will negotiate a final scope of work and compensation with the firm determined to be most qualified. If the parties are unable to reach financial terms that are acceptable with the first firm, negotiations will be terminated with that firm and negotiation shall begin with the second ranking firm.

2. The scope of work for the Preliminary Feasibility Study may include but not be limited to the following:
 - a. Evaluation and defining of the proposed service areas
 - b. Growth projections and water consumption demand projections for 10, 20 and 30 years
 - c. Evaluation of all potential treated water suppliers and verification of available capacity to sell, wholesale cost of water and long-term viability as a reliable source
 - d. Route and design and construction cost of transmission lines from wholesale water supplier(s)
 - e. Cost estimates to design and construct common facilities such as elevated storage, pumping stations, metering
 - f. Cost to design and construct distribution systems in specified service areas
 - g. Cost to operate and maintain common facilities, transmission and distribution systems to include staffing, equipment, utility and other operating and administrative costs
 - h. Make projections for the rates and fees necessary to cover capital and operating expenses
 - i. Preliminary assessment of environmental impacts of constructing regional water system
3. It is understood that the selected consultant will be responsible for representing all aspects of the project and all parties as objectively as possible. However, any participant in this agreement may at their discretion seek professional advice from another consultant at any time during the process at their own expense.
4. The parties agree to meet with the selected consultant as needed to provide information necessary to complete the feasibility study. Information needed may include but not be limited to zoning and comprehensive land use information and growth projections for the jurisdiction, etc.
5. All of the participants in this agreement hereby agree to share in the cost of the professional services related to the preparation of the feasibility study by payment of one-fourth or 25% of the total cost of the study. The compensation and financial terms of the professional services agreement shall be agreed upon by all parties prior to its execution.
6. This is a single purpose agreement. By signing this agreement each party is committing to participate in the regional water system feasibility study process only. There is no further obligation associated with this agreement. Should some or all of the parties decide to proceed with the planning and development of a regional water system, additional agreements will be necessary.
7. A party to this agreement may terminate its interest in the agreement with 30-day written notice to the other participants prior to any financial obligations being incurred. It is understood and agreed by all parties to this agreement that the execution of a professional

services agreement with an engineering firm shall constitute a binding financial obligation for all parties.

COUNTY OF GUILFORD

Jeff Phillips, Chairman

TOWN OF OAK RIDGE

Spencer Sullivan, Mayor

TOWN OF STOKESDALE

Randy Braswell, Mayor

TOWN OF SUMMERFIELD

Mark Brown, Mayor

12/13/16 draft



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AGENDA ITEM

9C

Firearms in parks

Attachment(s): yes

MEETING DATE: JANUARY 10, 2017

STAFF COMMENTS / RECOMMENDATION:

Recently the town's park ordinance that regulates guns at SAP was questioned. The relevant part of the 2010 ordinance is attached for review and it pertains to both parks. The item is on the agenda for possible discussion of the ordinance wording, whether the ordinance is currently congruent with state statutes, whether SAP and SCP should have different rules, whether signage should be improved, etc. The intent is to have a discussion as to whether any changes are needed in the future.

NOTES:

TOWN COUNCIL COMMENTS / ACTION:

Ordinance Establishing Rules and Regulations Governing the use of the Town of Summerfield Parks and Recreation Areas

The following rules shall regulate the use, occupancy, and the conduct of persons in or upon all parks or park property owned or administered by the Town of Summerfield, North Carolina. Failure to adhere to any rule or regulation may result in expulsion from the facility for the day and/or for an extended period of time. Failure to abide will result in violators being subject to arrest for trespassing. Additional rules and regulations for specific parks and facilities may be posted at each facility.

1. Hours of Operation

The Town reserves the right to close any park, park facility, or other structure at any time and for any reason. Such reasons include, but are not limited to, maintenance, weather, un-safe conditions, or special events.

A) Summerfield Community Park is open from dawn to dusk with the exception of special events or lease agreement, as recognized by the Town Manager or designated official.

B) Summerfield Athletic Park is open from 8:00 am to dusk with the exception of special events or lease agreement as recognized by the Town Manager or designated official.

C) Public trails and Greenways are open dawn to dusk with the exception of special events or lease agreement as recognized by the Town Manager or designated official.

2. Vehicles in Parks

A Motor vehicle is defined to include mini-bikes, go-carts, golf-cart, motorbikes, ATV's or any other self-propelled motorized vehicle. It shall be unlawful for any person to drive any vehicle anywhere in any park, except upon the regularly established roadways; and it shall be unlawful for any person to park or permit to be parked any vehicle anywhere except upon designated parking areas. Motorized vehicles used for park maintenance and duly recognized by the Town Manager or designated official as such are exempt from this rule. Motorized wheelchairs and other mobility assistive devices including Segways (Electronic personal Assistive Mobility Device) are allowed in parks, paths, sidewalks and trails as prescribed by North Carolina law; however the Town Manager or designated official reserves the authority to regulate the time, place, and manner of use.

3. Bicycles in Parks

Cyclists shall observe all NC Bicycle Statutes including, but not limited to, the NC Helmet Law. All cyclists are encouraged to wear helmets in Summerfield Town Parks.

Bicycles shall be allowed only on designated paths and trails, and on public roadways within Town Parks.

4. Advertising and Signage

It shall be unlawful for any person to place or erect any structure, sign, bulletin board, post pole, or advertising device of any kind whatsoever in any park. It shall be unlawful to attach any notice, bill, poster, sign, wire, rod, or cord to any tree, shrub, fence, railing, post, or structure within an park except as authorized by the Town Manager or designated official.

5. Destruction of Park Property

A. It shall be unlawful for any person to remove, destroy, mutilate, or deface any structure, monument, planter, fountain, wall, fence, railing, vehicle, bench, trash can, restroom, playground, trees, plants, or any other property in any park.

B. Geocaching

1. A cache must be registered with the Town of Summerfield. Contact Town Hall at (336) 643-8655.
2. A detailed map including the exact location of the cache must be provided to the Town for approval. A detailed list of the cache contents must be provided to the Town.
3. The person applying for the cache permit must provide valid contact information to include name, address, phone number, and/or email address.
4. A specific time frame for the cache should be determined if possible to avoid abandoned articles. Recommended: three months. The applicant is responsible for removing the physical cache from public property. Abandoned or illegal caches will be removed and discarded.
5. The applicant agrees to remove the cache from any website or other promotional means at the completion of the cache period.
6. Caches shall be of a manner not to threaten or encourage wildlife usage such as nesting.
7. Virtual caches are encouraged when possible.
8. The cache must not be buried, disturb vegetation, placed in water, placed using nails, screws or fasteners or provide an imminent hazard.
9. The applicant agrees to reimburse the Town of Summerfield for any replacement or repair costs associated with any damage or theft caused by the placement of a cache.
10. Metal detectors may not be used to search for a cache.
11. Permits will not be granted for areas not intended to be accessible to the general public.
12. Changing the location of an existing cache will require a new permit.
13. If for any reason it is determined a cache is causing adverse impacts to the park, facility, environment, staff, or public, the cache will be removed by the Town and held for ten days to be picked up by the permit holder. Caches not retrieved after ten days will be discarded.
14. The Town reserves the right to regulate the number of caches within any facility or grounds.

C. Plant Material

It shall be unlawful for any person to dig, cut, bruise, mutilate or cause to be transplanted, cut, bruised, debarked, or mutilated any plant material of all and any description within any park land without written permission of the Town Manager or designated official. All new plant material must be approved by the Town Manager or designated official.

EXCEPTION: Flowers may be gathered in small bunches for non-commercial use at the Summerfield Community Park wildflower field (located adjacent to the amphitheatre). This privilege may be revoked if such flower gathering is determined to be detrimental to the viability of the field.

6. Weapons, Firearms, and Incendiary Devices

It shall be unlawful for any person, at any time or under any circumstances within any park to carry, display, discharge, forcibly hurl, or cause to be discharged or forcibly hurled any edged weapons, including but not limited to archery equipment, sling shots, or similar device.

It shall be unlawful for any person, at any time or under any circumstances within any park to carry, display, discharge, shoot, fire or explode, or cause to be discharged, shot, fired, or exploded any firearms, including, but not limited to air rifles, toy pistols, toy guns, or any other toy arms designed to forcibly hurl a projectile or missile.

EXCEPTIONS: This rule does not apply to recognized law enforcement officials acting in their official capacity; stage performances and other activities associated with approved Town Events; animal control devices used by professionals or staff; other exceptions as approved by the Town Manager or designated official.



FY2017-18 budget calendar

Attachment(s): no

MEETING DATE: JANUARY 10, 2017

STAFF COMMENTS / RECOMMENDATION:

A proposed budget calendar will be distributed at the meeting to allow sufficient review prior to adoption in February. It is unlikely that all Council members can make all dates throughout the process, but the request is for review of any major conflicts or multiple unworkable dates that would hinder substantial Council input.

NOTES:

TOWN COUNCIL COMMENTS / ACTION:

