

NORTH CAROLINA
COUNTY OF MOORE

AGREEMENT FOR LEGAL SERVICES

THIS CONTRACT is entered into between VAN CAMP, MEACHAM, & NEWMAN, PLLC (Firm) TIN #56-2228538, and the VILLAGE OF PINEHURST (Village) TIN #56-1211319, for the provision of general legal representation. The contract period is July 1, 2014 to June 30, 2015. Michael J. Newman (Attorney), a partner in the Firm, will be the primary attorney assigned to this contract by the Firm. If Mr. Newman is not available, the Firm may assign another qualified attorney as an alternate upon the request of the Village Manager.

SECTION I; SCOPE

Attorney will provide general legal representation to the Village in the following areas of law as they pertain to municipalities, said list not to be all-inclusive:

Land Use Regulation
General Police (Ordinance making) powers
Employer-Employee relations, labor law
Environmental law
Police and Public Safety law
Financial law

In advising the Village in the aforementioned areas, Attorney will prepare for and attend all regular and special meetings of the Village Council, and all regular work sessions of the Village Council unless excused by the Village Manager, or other arrangements satisfactory to the Village are reached. Also, when necessary and if requested and approved through the office of the Village Manager, Attorney will attend work sessions and regular meetings of the Planning and Zoning Board. Also, if requested and approved through the office of the Village Manager, Attorney will prepare for and attend meetings of the Board of Adjustment and the Community Appearance Commission. Attorney will attend, either with or on behalf of the Mayor, Village Council Members, or the Village Manager, any State or County administrative or regulatory body deliberating upon issues or matters of concern to the Village of Pinehurst when requested through the Village Manager's office. Michael J. Newman will be the primary attorney assigned to this contract. If Mr. Newman is not able to attend any of the above-mentioned meetings due to illness, personal vacation, etc., the Firm shall send a qualified attorney as an alternate upon request of the Village Manager. These arrangements for an alternate attorney shall be agreed upon in advance by the Attorney and the Village Manager whenever possible.

The Attorney will also participate, when requested by the Village Council or Village Manager, in dispute resolution or settlement discussions. Attorney will review ordinances and resolutions prior to adoption, recommending changes when appropriate, and will draft ordinances, resolutions and other documents when requested through the office of the Village Manager.

The Attorney may, with the prior approval of the Village Manager, subcontract with other firms or individuals to have certain services performed for the Village, such as title searches, but the Attorney shall remain responsible to the Village for the quality and timeliness of these services. Not included within the scope of services between the Village and Attorney, nor among those services that Attorney may contract with others, are those services customarily performed by outside bond counsel.

Should outside counsel be necessary for proper representation of the Village, Attorney shall recommend at least two firms for the Village Council to choose from for such additional representation. Attorney is responsible to the Village Council for coordinating Village representation with outside counsel, and reporting on a regular basis to the Village Council the status of that particular issue and the outside legal representation.

SECTION II: RELATIONSHIP

The Attorney is not eligible for any fringe benefits or covered by the Village's Personnel Policy. The Attorney is free to act as the legal representative for any other person or entity when doing so will not create a conflict of interest with the interests of the Village of Pinehurst.

The primary contact for the Village regarding legal matters will be the Village Manager. Providing instructions and requests for service to the Attorney shall be the responsibility of the Village Manager. All correspondence of the Village Attorney to the Village Council shall be either directed to or through the Village Manager. All direction from the Village Council to the Village Attorney shall be either directed to or through the Village Manager. No investigations or claims shall be initiated by the office of the Village Attorney without prior approval of the Village Manager. The office of the Village Attorney may initiate responses to inquiries, demands or claims made against the Village, without prior approval of the Village Manager, however, the Village Manager shall be advised promptly of such claims and the responses made. It is understood by both parties that it is the desire of the Village Council that the Attorney practice law on behalf of the Village in a manner designed to be preventive in nature.

There shall be an annual review of the status of this agreement, and the desirability of the legal services being provided herein.

SECTION III; TERM

The term of this agreement shall be from July 1, 2014 to June 30, 2015. Should either party wish to terminate this agreement for any reason they may do so by giving ninety days written notice of their intention to terminate this agreement. Failure of the Village of Pinehurst to give such notice to the Firm shall entitle the Firm to one-fourth of the then applicable annual amount of compensation for the services of Attorney. Failure of the Firm to give appropriate notice to the Village as specified above shall cause the Village not to be obligated to pay any amounts due for legal or related services from and after the date of the resignation of Attorney.

SECTION IV; COMPENSATION

For the provision of legal representation, including the associated paralegal and administrative support services normally associated with legal representation, and other legal services, including the required attendance at Council and other meetings, to the Village of Pinehurst, the Firm shall be compensated in a monthly amount of \$4,219.00. It is the intention of the Village and the Firm that the annual compensation amount shall cover attendance at meetings of the Village Council and various Village boards and commissions as described in SECTION I above, and for such additional meetings and consultations as may be required, estimated to be approximately thirty (30) hours per month. It is recognized that demands upon Attorney's time and skills are unpredictable, hence it is agreed that either party may call for a mutual review of the adequacy and reasonableness of the compensation at any time upon ten days written notice, and that in

any event there shall be a full annual review of the services which have been performed and are anticipated with the full Village Council.

For additional services provided to the Village in cases of litigation, beyond the initial thirty (30) hours per month, as authorized through the office of the Village Manager, the Village agrees to pay the Firm the Attorney's the hourly rates described on the attached letter for such services, upon presentation to the Village of an invoice describing the services provided, the provider, the applicable hourly rate, and the amount of time spent by the provider on each particular task.

Payment for subcontracted services, WestLaw Research, Municipal Attorney's Association membership expenses, and continuing education expenses related to municipal law shall be made by the Attorney and shall be charged to the Village on the Attorney's monthly invoice.

It is understood that extraordinary services which may be required of Attorney shall be discussed if and as the occasion arises, and agreement sought on a reasonable basis of additional compensation to be paid, in light of the nature of the situation, the time to be foreseeably consumed or the unusual demand to be placed upon Attorney.

It is further understood that litigation may not be unusually demanding, or reasonably require extra or special compensation; at the same time, other situations can develop that do fall in the unusual category, e.g. possibly an extensive revision of the zoning and subdivision ordinances, labor negotiation, financing, etc.. These will be discussed and agreed upon at the time they arise.

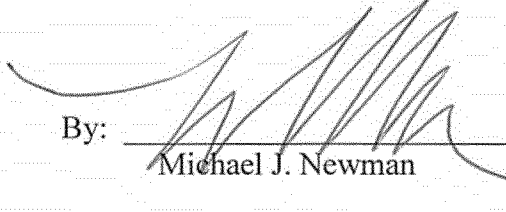
For the Village of Pinehurst

By: _____
Nancy Roy Fiorillo, Mayor

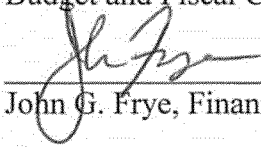
Attest:

Lauren Craig, Village Clerk

Van Camp, Meacham, & Newman, PLLC:

By: 
Michael J. Newman

This instrument has been preaudited in the
Manner required by the Local Government
Budget and Fiscal Control Act


John G. Frye, Finance Officer

5/29/14
Date



VAN CAMP, MEACHAM & NEWMAN, PLLC
ATTORNEYS AT LAW

JAMES R. VAN CAMP
EDDIE H. MEACHAM
MICHAEL J. NEWMAN
THOMAS M. VAN CAMP*
LAURA S. CREED**
EVELYN MACKRELLA SAVAGE ***
WILLIAM M. VAN O'LINDA, JR. †
MARGARET A. (MIA) LORENZ
RICHARD YELVERTON
KIMBERLY POST

Two Regional Circle (28374)
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Pinhurst, NC 28370

Michael J. Newman

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michaeln@vancamplaw.com

* Certified Superior Court Mediator
** Also Licensed in Alabama
*** Also Licensed in Maryland and
District of Columbia
† Also Licensed in South Carolina

May 29, 2014

John Frye
Village of Pinhurst
395 Magnolia Road
Pinhurst, NC 28374

RE: *Agreement for Legal Services*

Dear John:

Enclosed please find an executed copy of the Agreement for Legal Services. My hourly rate is \$350.00 and my hourly rate for attending court is \$375.00.

With all best wishes, I am,

Very truly yours,

VAN CAMP, MEACHAM & NEWMAN, PLLC

Michael J. Newman

MJN/vb

Enclosure

Incident IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department

May 2014 - May 2013

Part I Offenses	May 2013	May 2014	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
Murder	0	0	0	0%	0	0	0	0%
Rape	0	0	0	0%	0	0	0	0%
Robbery	0	0	0	0%	1	1	0	0%
Commercial	0	0	0	0%	1	1	0	0%
Individual	0	0	0	0%	0	0	0	0%
Assault	0	0	0	0%	2	0	-2	-100%
Violent Total:	0	0	0	0%	3	1	-2	-67%
Burglary	0	0	0	0%	1	0	-1	-100%
Residential	0	0	0	0%	1	0	-1	-100%
Non-Residential	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Other	0	0	0	0%	0	0	0	0%
Larceny	9	7	-2	-22%	46	30	-16	-35%
Auto Theft	0	0	0	0%	2	0	-2	-100%
Arson	0	0	0	0%	0	0	0	0%
Property Total:	9	7	-2	-22%	49	30	-19	-39%
Part I Total:	9	7	-2	-22%	52	31	-21	-40%

Part II Offenses	May 2013	May 2014	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
Drug	2	5	3	150%	17	29	12	71%
Assault Simple	0	2	2	-	6	7	1	17%
Forgery/Counterfeit	0	0	0	0%	0	1	1	-
Fraud	0	0	0	0%	14	17	3	21%
Embezzlement	0	0	0	0%	0	0	0	0%
Stolen Property	1	0	-1	-100%	3	3	0	0%
Vandalism	1	4	3	300%	19	14	-5	-26%
Weapons	0	0	0	0%	0	1	1	-
Prostitution	0	0	0	0%	0	0	0	0%
All Other Sex Offenses	0	0	0	0%	2	0	-2	-100%
Gambling	0	0	0	0%	0	0	0	0%
Offenses Against Family/Children	0	0	0	0%	1	0	-1	-100%
D.W.I.	0	1	1	-	1	6	5	500%
Liquor Law Violation	0	0	0	0%	1	2	1	100%
Disorderly Conduct	1	1	0	0%	4	2	-2	-50%
Obscenity	0	0	0	0%	0	1	1	-
Kidnap	0	0	0	0%	0	0	0	0%
All Other Offenses	14	10	-4	-29%	97	84	-13	-13%
Part II Total:	19	23	4	21%	165	167	2	1%
Incident Total:	28	30	2	7%	217	198	-19	-9%

Arrest IBR Reported Offenses Month To Month Comparison

Pinehurst Police Department

May 2014 - May 2013

Part I Offenses	May 2013	May 2014	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
Murder	0	0	0	0%	0	0	0	0%
Rape	0	0	0	0%	0	0	0	0%
Robbery	1	0	-1	-100%	1	0	-1	-100%
Commercial	0	0	0	0%	0	0	0	0%
Individual	0	0	0	0%	0	0	0	0%
Assault	0	0	0	0%	2	0	-2	-100%
Violent Total:	1	0	-1	-100%	3	0	-3	-100%
Burglary	0	0	0	0%	10	0	-10	-100%
Residential	0	0	0	0%	0	0	0	0%
Non-Residential	0	0	0	0%	0	0	0	0%
Commercial	0	0	0	0%	0	0	0	0%
Other	0	0	0	0%	0	0	0	0%
Larceny	1	2	1	100%	18	13	-5	-28%
Auto Theft	0	0	0	0%	2	0	-2	-100%
Arson	0	0	0	0%	0	0	0	0%
Property Total:	1	2	1	100%	30	13	-17	-57%
Part I Total:	2	2	0	0%	33	13	-20	-61%

Part II Offenses	May 2013	May 2014	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
Drug	0	11	11	-	24	48	24	100%
Assault Simple	0	0	0	0%	6	5	-1	-17%
Forgery/Counterfeit	0	0	0	0%	0	3	3	-
Fraud	0	1	1	-	5	6	1	20%
Embezzlement	0	0	0	0%	0	0	0	0%
Stolen Property	1	1	0	0%	16	11	-5	-31%
Vandalism	0	0	0	0%	14	7	-7	-50%
Weapons	0	0	0	0%	1	2	1	100%
Prostitution	0	0	0	0%	0	0	0	0%
All Other Sex Offenses	0	0	0	0%	1	0	-1	-100%
Gambling	0	0	0	0%	0	0	0	0%
Offenses Against Family/Children	0	0	0	0%	0	1	1	-
D.W.I.	3	9	6	200%	21	39	18	86%
Liquor Law Violation	3	2	-1	-33%	4	6	2	50%
Disorderly Conduct	0	0	0	0%	3	1	-2	-67%
Obscenity	0	0	0	0%	0	0	0	0%
Kidnap	0	0	0	0%	0	0	0	0%
All Other Offenses	15	24	9	60%	107	126	19	18%
Part II Total:	22	48	26	118%	202	255	53	26%
Arrest Total:	24	50	26	108%	235	268	33	14%



HISTORY, CHARM, AND SOUTHERN HOSPITALITY

SUMMARY FOR THE MONTH OF MAY 2014

SUMMARY OF INCIDENT CALLS

TYPE OF INCIDENT	NUMBER THIS MONTH	NUMBER YTD	NUMBER THIS MONTH LAST YEAR	NUMBER YTD LAST YEAR	PERCENTAGE YTD
Fire	8	27	3	19	42%
Overpressure Rupture, Explosion, Overheat - no fire	1	2	0	0	200%
Rescue & EMS Incidents	11	61	10	30	103%
Hazardous Conditions - no fire	15	57	12	67	-15%
Service Call	11	84	14	80	5%
Good Intent Call	24	118	19	97	22%
False Alarm & False Call	16	83	14	56	48%
Severe Weather & Natural Disaster	0	0	3	5	-500%
Special Incident Type	0	1	0	0	100%
TOTAL INCIDENTS	86	433	75	354	22%

SUMMARY OF INSPECTION

TYPE OF INSPECTIONS	NUMBER THIS MONTH	NUMBER YTD	NUMBER THIS MONTH LAST YEAR	NUMBER YTD LAST YEAR	PERCENTAGE YTD
Residential	2	24	11	34	-29%
Residential New Systems	0	0	0	0	0%
Residential Fire Sprinkler	0	4	3	3	33%
Commercial	21	150	17	136	10%
Plan Review/Site Inspections	0	4	0	4	0%
Reinspection	11	121	6	49	147%
Occupancy Certificates	0	0	0	0	0%
TOTAL INSPECTIONS	34	303	37	226	34%
Violations Found:	44	335	46	153	119%
YTD Violations to be Corrected:		291		107	
YTD Violations Corrected:		202		75	
Correction Percentage:		69%		70%	

June 2, 2014

J. Carlton Cole, Fire Chief

FIRE DEPARTMENT

395 Magnolia Road • Pinehurst, NC 28374 • Telephone (910) 295-5575 • Fax (910) 295-4861 • www.vopnc.org

RESOLUTION #14-34:

**A RESOLUTION REGARDING A RE-APPOINTMENT TO THE VILLAGE OF
PINEHURST COMMUNITY APPEARANCE COMMISSION.**

THAT WHEREAS, the Village of Pinehurst has established a Community Appearance Commission as authorized by North Carolina General Statutes, Chapter 160A, Article 19, Part 7; and

WHEREAS, the term of Mr. Bo Bozarth expired on May 31, 2014 and the term of Mr. Bill Cambreleng expires on June 30, 2014; and

WHEREAS, Mr. Bozarth, Mr. Cambreleng, and the Village Council of Pinehurst are desirous of their continuing to serve as members of the Community Appearance Commission;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 10th day of June, 2014, as follows:

SECTION 1. That the following re-appointments are hereby made to the Community Appearance Commission for the terms indicated:

Mr. Bo Bozarth is re-appointed as the Chairman to the Community Appearance Commission, effective May 31, 2014, said term to expire May 31, 2016.

Mr. Bill Cambreleng is re-appointed to the Community Appearance Commission, effective June 30, 2014, said term to expire June 30, 2016.

SECTION 2. That the appointees shall continue serving until a replacement is appointed and qualified.

THIS RESOLUTION passed and adopted this the 10th day of June, 2014.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney



History, Charm, & Southern Hospitality.

Vision

The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions, enhanced by a unique combination of cultural arts and recreational activities.

Mission

Preserve and enhance the community's character and ambience by guiding growth, managing change, and providing services in a financially responsible manner.

Values

Competent
Courteous
Professional
Responsive

RESOLUTION 14-35:

A RESOLUTION HONORING THE SERVICE OF MR. STEPHEN CRYAN TO THE VILLAGE CENTER ENHANCEMENT COMMITTEE FOR THE VILLAGE OF PINEHURST

THAT WHEREAS, the Village Council of Pinehurst, North Carolina wishes to acknowledge and express its appreciation to Mr. Stephen Cryan for four years of dedicated service to the citizens of Pinehurst as a member of the Village Center Enhancement Committee for the Village of Pinehurst; and

WHEREAS, Mr. Cryan was appointed as a member of the Village Center Enhancement Committee on May 11, 2010 and served continuously and faithfully from that time; and

WHEREAS, Mr. Cryan was involved in many decisions affecting the character, appearance and ambience of the community; and

WHEREAS, Mr. Cryan was instrumental in helping to facilitate the N.C. Downtown Development Association's study which led to several actionable recommendations and significant enhancements to the Village Center; and

WHEREAS, Mr. Cryan served on the Village Center Enhancement Committee's Downtown Facilities Sub-Committee, providing valuable input on the location of streetlights, sidewalks, decorative street signs, streetscape improvements and the renovation of the Village Green Parking Lot and creation of Tufts' Park; and

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina, in a regular meeting assembled this 10th day of June, 2014, as follows:

SECTION 1. That the Village Council hereby expresses on behalf of the citizens of Pinehurst, deep appreciation and gratitude for the gifts of time, ability and determination given as a member of the Village Center Enhancement Committee and as a volunteer for the Village of Pinehurst.

SECTION 2. That the Village Manager is hereby directed to have a copy of this Resolution presented to Mr. Cryan as a token of our gratitude.

THIS RESOLUTION passed and adopted this 10th day of June, 2014.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney

DRAFT

RESOLUTION #14-36:

**A RESOLUTION REGARDING RE-APPOINTMENTS TO THE
VILLAGE OF PINEHURST CONSERVATION COMMISSION.**

THAT WHEREAS, on the 22nd day of February, 2011, the Village of Pinehurst formally established a Village of Pinehurst Conservation Commission by Resolution #11-11; and

WHEREAS, the terms of Ms. Molly Rowell and Ms. Susan Strine will expire on June 30, 2014;

WHEREAS, Ms. Rowell, Ms. Strine, and the Village Council of Pinehurst are desirous of their continuing to serve as members of the Conservation Commission;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Pinehurst, North Carolina in a regular meeting assembled this 10th day of June, 2014, as follows:

SECTION 1. That the following appointments are hereby made to the Village of Pinehurst Conservation Commission for the terms indicated:

Ms. Molly Rowell is re-appointed as the Chairman of the Village of Pinehurst Conservation Commission, effective June 30, 2014, said term to expire June 30, 2016.

Ms. Susan Strine is re-appointed as a member of the Village of Pinehurst Conservation Commission, effective June 30, 2014, said term to expire June 30, 2016.

SECTION 2. That the appointees shall continue serving until a replacement is appointed and qualified.

THIS RESOLUTION passed and adopted this 10th day of June, 2014.

(Municipal Seal)

VILLAGE OF PINEHURST
VILLAGE COUNCIL

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

Approved as to Form:

Lauren M. Craig, Village Clerk

Michael J. Newman, Village Attorney