

**Remnant NCDOT properties for future Piedmont Greenway***Attachment(s): yes*MEETING DATE: NOVEMBER 12, 2019**STAFF COMMENTS / RECOMMENDATION:**

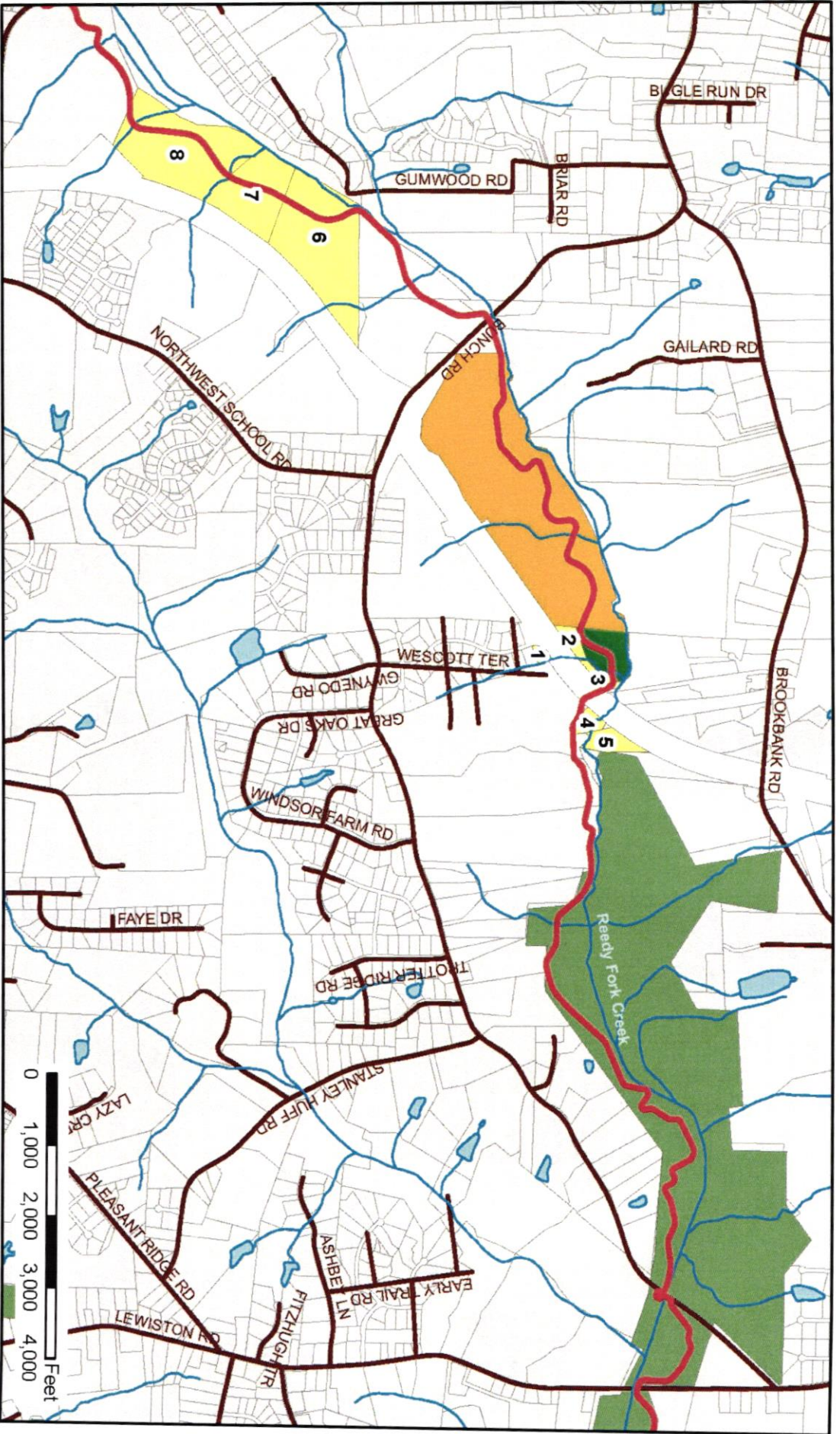
Summerfield is a stakeholder in the development of the future 19-mile Piedmont Greenway, which would connect with the A&Y Greenway within the watershed area of Summerfield and extend to Triad Park. The project is part of a Greensboro to Winston-Salem connection and this key segment's stakeholders and/or supporters include Piedmont Legacy Trails, Piedmont Triad Regional Council, Piedmont Land Conservancy, Guilford County Parks, Greensboro Parks and Recreation, the towns of Oak Ridge and Summerfield, and the Clean Water Management Fund. The town supported an alignment study for the Piedmont Greenway in 2016 (map attached).

In preparing for this future trail, jurisdictions have been asked to look at NCDOT remnant properties near the alignment and request certain parcels from NCDOT. Construction of I-73 left some remnants within the town's limits. The request is to ask NCDOT to consider deeding these remnants to the town for this purpose at no cost, beyond nominal transfer costs. If Council and DOT are both agreeable, the parcels would be transferred, and if it's determined later that they aren't needed, the town would transfer affected ownership back to DOT, if needed. The parcels are items 1-5 shown on the attached map:

1. PIN # 7828334719, 6310 Wescott Dr.
2. PIN # 7828342059, 6309 Wescott Dr.
3. PIN # 7828347451, 5322 Z Bunch Rd.
4. PIN # 7828443562, 6844 Rear3 Brookbank Rd.
5. PIN # 7828446832, 6866 Rear3 Brookbank Rd.

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

# Piedmont Greenway with NC DOT Remnant Property Locations



- NCDOT Remnant Properties Along Piedmont Greenway Alignment
- Bandera Farms, Inc
- Greensboro City-owned Land
- 2017-015 Piedmont Greenway Alignment



**PIEDMONT LAND CONSERVANCY**  
 P.O. Box 4025  
 Greensboro, NC 27404-4025  
 (336) 691-0088  
[www.piedmontland.org](http://www.piedmontland.org)

Map created September 20, 2019 by Mindy Mock



## Scheduling of Council strategic planning retreat

Attachment(s): no

MEETING DATE: NOVEMBER 12, 2019

### STAFF COMMENTS / RECOMMENDATION:

The strategic planning retreat is vital from a visioning, planning, and budgeting standpoint. The town has held both Friday-evening-and-Saturday retreats and Saturday-only retreats. These are typically held off-site and with an outside facilitator. Scheduling a facilitator is often the most challenging logistical aspect and staff would like to proceed with inquiries and planning.

The request is for Council members to come prepared with their calendars to suggest potential retreat dates for mid to late January and/or early February and to give other direction about any specific preferences that might affect retreat planning. (Staff will communicate with the incoming mayor and Council members to ask availability and preferences, too.)

The manager recommends holding the retreat at the Piedmont Triad Regional Council (PTRC) – the town is a member, there's no direct facility cost, and it has worked well as a retreat location in the past.

### NOTES:

### TOWN COUNCIL COMMENTS / ACTION:



**Agreement re: Contract Attorney for Legal Services**

Attachment(s): yes

MEETING DATE: NOVEMBER 12, 2019

**STAFF COMMENTS / RECOMMENDATION:**

Following Attorney Hill's resignation, Council approved a Request for Qualifications (RFQ) to state the town's needs and to solicit qualified interest. Multiple attorneys/firms were interviewed and that process resulted in an agreement for Council's consideration (attached).

**NOTES:**

**TOWN COUNCIL COMMENTS / ACTION:**

NORTH CAROLINA

GUILFORD COUNTY

MEMORANDUM OF UNDERSTANDING

1. Parties. The parties to this Memorandum of Understanding (the “Memorandum”) are the Town of Summerfield (the “Town”) and The Brough Law Firm, PLLC (“Law Firm”).

2. Purpose. The purpose of this Memorandum is to set forth the understanding between the parties concerning the nature of the relationship under which the Law Firm shall serve as the Town Attorney. The Town and the Law Firm acknowledge herein that the Town of Summerfield, a North Carolina municipality, is the Law Firm’s client.

3. Scope of Service. In consideration of the compensation set forth below, Law Firm shall perform for the Town all of the legal services required by the Town as set forth herein. Such services shall include, without limitation, consultation with the Town Council and town staff; attendance at the Town Council's monthly meeting and, upon request, the meetings of other boards; drafting and/or review of ordinances and other documents; and representation of the town in litigation. The Law Firm will not perform services, and will not bill the Town for any services, which are not authorized or directed by the Mayor, the Town Council (or members thereof), the Manager, or another Town staff member designated by the Manager. Not included within the scope of covered services are services customarily performed by outside bond counsel and real estate title work requiring a formal opinion of title.

4. Services Performed Principally by Robert E. Hornik, Jr. The parties acknowledge and agree that the services covered under this Memorandum shall generally be performed by Robert E. Hornik, Jr. and Kevin R. Hornik. However, the full resources of the Law Firm shall be available to the Town and other members of the firm may assist the Town when requested to do so by the Town or when Mssrs. Hornik are unavailable. In addition, the Law Firm may subcontract with other firms or individuals to have certain services performed for the Town, such as title searches, but the Law Firm shall remain responsible to the Town for the quality and timeliness of these services. Payment for these subcontracted services shall be made by the Law Firm and shall be charged to the Town on the Law Firm's monthly invoice.

5. Compensation. The Town shall pay to Law Firm for legal services rendered during fiscal year 2019-2020 on a monthly basis according to the services performed during each month. Monthly invoices shall indicate the number of hours worked, a general description of the work performed, and the fees shall be calculated according to the following rates.

Robert E. Hornik, Jr.	\$200.00
T.C. Morphis, Jr.	\$200.00
G. Nicholas Herman	\$200.00
Albert M. Benshoff	\$200.00
S. Ellis Hankins	\$200.00

Kevin R. Hornik                      \$185.00  
Brady N. Herman                      \$185.00

The Law Firm shall attend the regularly scheduled monthly meeting of the Town Council for a flat rate of \$650.00 per meeting. The Law Firm shall attend other meetings of the Town Council or other Town advisory boards (such as the Board of Adjustment and the Zoning Board) and shall charge its normal hourly rate for the attorney attending such meetings, but the fee for attendance at such meetings shall not exceed \$650.00.

The Law Firm shall charge the Town for travel time related to the performance of services pursuant to this Memorandum at one half (1/2) the hourly rate of the attorney traveling.

Ordinary office expenses shall be charged in accordance with the attached statement.

6. Duration, Termination. This Memorandum shall govern the relationship between the parties for the period beginning November 18, 2019 through December 31, 2020. The relationship established under this Memorandum may be terminated upon thirty (30) days written notice by either party. Payment shall be made for services rendered through the date of termination.

This Memorandum of Understanding is executed by the parties this 12th day of November, 2020.

TOWN OF SUMMERFIELD

THE BROUGH LAW FIRM, PLLC

BY: \_\_\_\_\_  
K. Scott Whitaker, Manager

BY: \_\_\_\_\_  
Robert E. Hornik, Jr.

ATTEST:

\_\_\_\_\_  
Town Clerk

Provision for payment has been made by an appropriation duly made or bonds or notes duly authorized, pursuant to the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

## COMPENSATION FOR SERVICES

Statements for services rendered by The Brough Law Firm will be prepared at the end of each calendar month for the work performed during the previous month.

Your monthly statement will consist of two parts: an itemized breakdown of professional services and a list of expenses and costs advanced.

The professional services portion of your statement will be based upon the following hourly rates for the attorneys who work on your case:

Robert E. Hornik, Jr.	\$200.00
T.C. Morphis, Jr.	\$200.00
G. Nicholas Herman	\$200.00
Albert M. Benshoff	\$200.00
S. Ellis Hankins	\$200.00
Kevin R. Hornik	\$185.00
Brady N. Herman	\$185.00

Your statement will indicate the services performed and the date, the attorney performing the services, the hourly rate, and the total. It will also include an itemized list of additional expenses and costs advanced. These include:

- Photocopy charges for non-routine copying done for the client outside the office.
- Private express mail carriers such as Federal Express.
- Paralegal services at a rate of \$75.00 per hour.
- Mileage and travel expenses outside Alamance, Chatham, Cumberland, Durham, Guilford, and Orange counties.
- Filing, service of process, and other fees associated with litigation.
- Fees for recording deeds and other instruments.

Statements will be mailed by the 10<sup>th</sup> of each month for services rendered the previous month, and are overdue if payment is not received by the end of that month. Interest at the rate of 1½% per month shall accumulate on balances not paid within thirty days after the date such balances become overdue.

If payment in full is not received by the 15<sup>th</sup> of the month following the month in which a statement is issued, no additional services will be performed in your behalf and thereafter services will be performed only if and to the extent that additional funds are deposited in our trust account to ensure payment of our statements as they become due.