Holly Springs Town Council
7:00 PM **Tuesday, October 4, 2022**

Regular Meeting
Holly Springs Town Hall Council Chambers
128 S. Main Street, 2nd Floor

Agenda

1. Call to Order

2. Pledge of Allegiance

3. Invocation

4. Adjustment and approval of October 4, 2022 meeting agenda

PUBLIC COMMENT PERIOD

Notes on the Public Comment Period - Each speaker may speak up to 3 minutes, and the total comment period will be 15 minutes or less. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. Although the Council is interested in hearing your concerns, speakers should not expect Council action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Council, staff, and other speakers.

RECOGNITIONS

5. Hispanic Heritage Month Proclamation

6. Community Planning Month Proclamation and Unified Development Ordinance (UDO) Implementation Update

CONSENT AGENDA

7. Approve the minutes of the September 13, 2022 workshop meeting and the September 20, 2022 business meeting.

NEW BUSINESS

8. Customer Relationship Management (CRM) System

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION -

ADJOURNMENT

In accordance with ADA regulations please contact the Town Clerk’s office at least 48 hours before the meeting to request an auxiliary aid or service needed to participate in this meeting:
linda.mckinney@hollyspringsnc.gov 919-557-3900

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Recognitions
Title: Hispanic Heritage Month Proclamation
Strategic Priority Area: Safe & Friendly
Staff Resource:

Action(s):
Issue Proclamation

Explanation:

- Just under 2,900 Holly Springs residents self-identified as Hispanic on the 2020 Census, totaling around 7% of the population.
- The theme of this year's Hispanic Heritage Month is Unidos: Inclusivity for a Stronger Nation.
- This proclamation recognizes the contributions that our Hispanic and Latino residents, business owners, and leaders have made to Holly Springs.

Background:

- Hispanic Heritage Month was established nationally in 1988.
- Seven Latin American countries celebrate their independence in late September, which is why Hispanic Heritage Month runs from September 15 to October 15.

Funding Source(s):
N/A

Attachment(s):
1. Hispanic Heritage Month Proclamation

Town of Holly Springs

THE TOWN of HOLLY SPRINGS 1876 WAKE COUNTY NORTH CAROLINA

A Proclamation By The Mayor

Hispanic Heritage Month

WHEREAS, National Hispanic Heritage Month, established nationally in 1988, and known as "Mes de Herencia Hispana", is celebrated nationwide from September 15th through October 15th each year; and

WHEREAS, September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18, respectively; and

WHEREAS Latinos and Latinas are individuals that are descendants from Latin American countries and may speak a variety of different languages. Hispanics are individuals that speak Spanish and are descendants from Spanish speaking countries, including Spain. Latinx is a gender neutral term for people of Latin American descent, and we recognize the Latinx identity also encompasses people in Black/African, Asian, and Indigenous communities; and

WHEREAS, Recognizing that Hispanics amount to an estimated 2,891 residents totaling 7% of the Holly Springs population. Understanding that Hispanics are extremely entrepreneurial and play a vital role in our economy and workforce and have also contributed in making Holly Springs one of the fastest growing municipalities in the state; and

WHEREAS, the theme of this year's Hispanic Heritage Month, Unidos: Inclusivity for a Stronger Nation, recognizes and highlights the important contributions that Latino, Latinx, Hispanic, and Latin Americans have made to our society, serving in both the public and private sectors, in our country's military, as elected officials and civic leaders, and as community advocates; and

WHEREAS, the history, culture, art, food, music, and traditions that define the lives of Hispanic people in North Carolina enrich the lives of all North Carolinians; and

WHEREAS, the Town of Holly Springs is committed to recognizing Hispanic and Latinx culture and heritage as an important part of the town and its strong, inclusive community;

NOW, THEREFORE, I, Sean Mayefskie, Mayor of Holly Springs, do hereby proclaim September 15th – October 15th, as

Hispanic Heritage Month

in Holly Springs, and call its observance to all residents.

Presented this 4th day of October, 2022

IN WITNESS WHEREOF, I have
Hereunto set my hand and caused the Seal of
the Town of Holly Springs, North Carolina
to be affixed on this 4th day of October, 2022

____
Sean Mayefskie, Mayor

Agenda Item#: 6.

Recognitions

Title: Community Planning Month Proclamation and Unified Development Ordinance (UDO) Implementation Update

Strategic Priority Area: Responsible & Balanced Growth
Economic Prosperity & Diversity
Engaged, Healthy, & Active Community
Safe & Friendly

Staff Resource: Chris Hills, Development Services

Action(s):

Proclaim October as Community Planning Month in Holly Springs

Explanation:

- The American Planning Association designates October as National Community Planning Month in the United States.
- In an effort to bring attention to the important development efforts of our citizen and professional planners in Holly Springs, staff is requesting that Mayor Mayefskie proclaim October as Community Planning Month in the Town of Holly Springs.
- Staff will also provide an update on the implementation of the new Unified Development Ordinance and identify potential UDO components that might benefit from further refinement.

Background:

- National Community Planning Month
    - Community Planning is more important than ever as communities continue to navigate the disruptive changes brought about by the pandemic.
    - Planners work to improve the well-being of all people living in our communities by taking a comprehensive perspective of land use.
    - This approach leads to safer, more resilient, equitable, and prosperous communities.
    - Staff desires to celebrate the role that planning plays in creating great communities each October with National Community Planning Month.
    - Staff will use this opportunity to recognize the Citizen Planners, Planning Board, and Professional Planning Staff for their efforts in Holly Springs.
- Unified Development Ordiance
    - The 2022 Unified Development Ordinance was adopted in October 2021 with an effective date of March 1, 2022.
    - Two sets of amendments have been approved by the Town Council to date:
        - In March 2022: Amendment to revise the roles of the Planning Board

and Board of Adjustment
- In July 2022: Amendments to make technical corrections and revise development notification requirements

Funding Source(s):

N/A

Attachment(s):

1. 2022 Community Planning Month Proclamation

Town of Holly Springs

A Proclamation By The Mayor

Community Planning Month Proclamation

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

WHEREAS, community planning can help manage change that provides better choices for how people work and live and planning provides an opportunity for residents to be involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the Town of Holly Springs; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the Town of Holly Springs and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, I, MAYOR SEAN MAYEFSKIE, do hereby proclaim the Month of October

Community Planning Month

in the Town of Holly Springs, and urge all citizens to celebrate Community Planning Month and to participate in local Community Planning Initiatives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Holly Springs, North Carolina to be affixed on this 4th day of October, 2022.

____

Sean Mayefskie, Mayor

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: Approve the minutes of the September 13, 2022 workshop meeting and the September 20, 2022 business meeting.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the Council's workshop meeting held September 13, 2022 and the business meeting held September 20, 2022.

Explanation:

- Minutes in draft form are attached for the Council's review.
- If there are any corrections, please notify the Town Clerk in advance of Tuesday night's meeting so that corrected versions of the draft minutes can be circulated for review before adoption of the Consent Agenda.

Background:

Funding Source(s):

N/A

Attachment(s):

1. 9.13.22 workshop minutes - DRAFT
2. 9.20.22 minutes-DRAFT

Mayor and Council Workshop
6 p.m. September 13, 2022
Holly Springs Law Enforcement Center and livestream

MINUTES

The Holly Springs Town Council held a workshop meeting on Tuesday, September 13, 2022 at the Law Enforcement Center and via livestream. Mayor Mayefskie presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and four Council members were present as the meeting opened.

Council Members Present in the room: Mayor Sean Mayefskie, Mayor Pro Tem Dan Berry, and Council members Aaron Wolff, Tim Forrest, and Kristi Bennett.

Council Members present via electronic means: Shaun McGrath.
Note that the audio was not working to allow Council member McGrath to be heard in the room, so he texted his questions and comments to Town Manager Randy Harrington who read them aloud.

Council Members absent: none.

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Scott Chase, Assistant Town Manager; Antwan Morrison, Finance Director; Corey Petersohn, Budget, Innovation and Sustainability; Greg Sponseller, Budget, Innovation and Sustainability; Mathew Mutter, IT; John Schifano, Town Attorney; Cassie Hack, Director of Communications and Marketing; Kendra Parrish, Executive Director of Utilities and Infrastructure; Chris Hills, Director, Development Services; Sean Ryan, Development Services; Elizabeth Goodson, Development Services; Daniel Spruill, Development Services; LeeAnn Plumer, Director, Parks and Recreation; Matt Beard, Parks and Recreation; Paige Scott, Director, Public Works.

1. Overview: Randy Harrington, Town Manager, gave an overview of the meeting agenda.

2. Parks and Recreation Policies

A. Fees and Charges Policy / Cost Recovery Philosophy

LeeAnn Plumer, Director, Parks and Recreation, said the purpose of this item was to present a framework for a parks and recreation fee and charges policy, including a cost recovery philosophy based on a community benefit model. She said that Strategic Plan Initiative 3.1 under Engaged, Healthy, and Active, called for staff to analyze the cost of service for functional areas and develop a policy for cost recovery goals. It was also a recommendation in the Parks, Recreation & Greenways Master Plan. This will provide efficiency, accountability, and equity in pricing.

Ms. Plumer said the methodology and philosophy around pricing would be the basis for fees as part of the annual budget process. They looked at a best practices in Wake County and nation-wide. It uses direct and indirect costs by program or “cost center” and provides structure, but is adaptable based on changes in the market, demand for services, and operational expenses.

She explained that services that benefit the community should have a lower cost recovery rate, than specialized services that mostly benefit individuals, and that “core services” such as camps, recreation leagues, and health and fitness services should have a cost recovery rate between those two. She gave examples of cost recovery rates across the spectrum of Parks and Recreation activities. She said that the typical parks and recreation agency recovers 22.9% of its operating expenditures from non-tax revenue, but with the current fee schedule Holly Springs' Parks and Recreation has a 42% overall cost recovery.

Ms. Plumer then discussed possible cost recovery models and what the rates of recovery would be for a Moderate recovery model vs. a Progressive recovery model for each service level: Specialized, Core, and Community Benefit. She then showed how most programs are currently funded at a Moderate Recovery Model level, with some at the Progressive Recovery Model level. She showed cost recovery at the current fee level for Summer Camp and Youth Athletics Leagues, and estimated potential revenue from those programs.

Ms. Plumer then outlined some special considerations for variances in any given model, such as benchmarking / market comparisons, new program startups, special facility rentals that provide economic impact benefits and a scholarship program (currently 50% fee reduction, not to exceed $200 per year per participant). She requested Council feedback and said that a policy document would be presented to Council at a future meeting for their consideration.

Randy Harrington, Town Manager, said that staff is recommending the progressive level of funding and he thinks it gives us enough flexibility to accommodate those factors Ms. Plumer discussed.

Council discussed the impact of raising fees on the budget and on participation. They discussed how Holly Springs' fees compare to other nearby municipalities and private options, and the consideration of sponsorships for team sports.

Council's consensus was to go with a progressive model.

Mr. Harrington said that fee changes are usually made at budget adoption time, but he suspects there will be some presented at the time the policy is presented.

B. Town Facilities Naming Policy

LeeAnn Plumer, Director, Parks and Recreation, said the purpose of this item was to present a framework for a policy and process for naming public facilities and large events in town. She said that the proposed policy would apply to all town facilities, not just parks and rec facilities, and would establish Town Council as the formal authority. It shall be consistent with Town values and enhance a sense of community and it could be used to recognize the investment of businesses, as pertaining to naming rights.

Ms. Plumer said that naming should follow one or more of the following categories: Geographic; indigenous, cultural, or historic reference; native flora, fauna, or natural feature; individual, family, or organization that made a significant contribution over many years; businesses (pursuant to naming rights); or other factors supported by the Town Council.

She discussed the process, saying that a temporary name may be utilized during acquisition and development, but when possible, a permanent name should be identified prior to award of the construction contract. Names could be suggested by a Council member, a Council appointed board or committee, or the Town Manager and would be considered by council during a public meeting. The Clerk's office will maintain a registry of named facilities, including naming rights terms.

Ms. Plumer said that renaming of facilities would be generally discouraged, but if a name change is desired it should not diminish the original justification for the name or the prior contributors. If it is found that the individual, family, or organization's character is not in the best interest of the Town or community, that would be a reason to consider a name change.

Ms. Plumer said that naming rights should be considered for facilities or components of a facility (room, field, stage, etc.) and that naming rights for events would only be considered for large events where the contribution was $25,000 or more. Naming rights shall have a separate agreement with defined terms and would require Council approval. She requested feedback and said the next step would be to present a draft policy document to Council for consideration at a future meeting.

Council discussed the process for suggesting names, and what types of names would be considered. They also discussed the dollar amount of a donation required to request naming rights for an event.

4. Sustainability Program

Greg Sponseller, Budget, Innovation and Sustainability, said the purpose of this item was to present a progress report on the Town's Sustainability program, receive feedback, and answer any questions Council may have. He gave an overview of the program, defining sustainability as the "triple bottom line" where Economic, Environmental, and Social goals intersect.

Mr. Sponseller said that the annual utility cost for Town facilities is more than $2 million, with electricity alone at $1.45 million. The fuel cost for the Town Fleet is $550,000. There are about 200 utility accounts across 36 town facilities. He said that Initiative 3.1 under Strategic Priority Responsible & Balanced Growth calls for completing an action plan and protocols for implementation of sustainability and resiliency practices in fleet management, solid waste, and facility maintenance and energy efficiency. The objectives of the Sustainability Plan are to:

- Maximize efficiencies and eliminate waste;
- Improve operations and services;
- Improve community resiliency;
- Remain fiscally responsible;
- Stay within the Town's legal authority; and
- Focus on the Town's municipal operations.

Mr. Sponseller said that he will be meeting with staff in three teams, Buildings and Energy, Fleet, and Waste and Other, to discuss implementation for Buildings and Energy, Fleet, and Waste and Other. The program began in July with assessment, to discuss what we are doing now. Then departments will offer the Design Phase, for projects that they think are doable. Then actions will be prioritized with deployment set to begin in December, with potential recommendations to be brought to Council at the Mayor and Council's retreat in February.

Mr. Sponseller said that Initiative 2.1 under Responsible and Balanced Growth is to Develop guidelines for the application of sustainable and resilient practices for new town facilities and capital infrastructure. He said that two projects for town facilities were Occupancy sensors such as automatic shut off sensors for interior lighting systems, and Energy Audits / Performance Contracting. The second would evaluate opportunities for energy performance contracting at select facilities, pending implementation of utility data management software and facility condition assessment.

He said another thing staff has been working on are design guidelines for new town facilities, to focus on lower total operating costs over the life of an asset; low impact design (i.e. stormwater); energy and utility efficiency; enhanced occupant health and wellness; site and transportation elements; and to prioritize elements that produce a return on investment. He explained utility data management software as a data tool automatically to collect, track and provide analysis for Town facilities' energy use. This increases the town's ability to track cost and consumption, and benchmark against expected facility performance while accounting for live weather data. He showed how a peer municipality was able to realize a 41% annual energy savings, equaling about $17,902 annually by using the data from utility management software to identify issues and fix them.

Regarding Fleet, Mr. Sponseller said that staff is looking at right-sizing the fleet and determining the suitability of existing vehicles for electrification or alternative fuel replacements when those vehicles reach their life expectancy. Staff is developing an electric vehicle program and implementation plan and working on charging station hardware and software deployment. Fleet Idle Reduction Measures are developing education and awareness resources to reduce unnecessary vehicle idling, reducing total fuel consumption and operating costs. This has the added benefit of extending the useful life of equipment and reducing negative impacts on local air quality. He said that staff is evaluating opportunities for expansion of public charging infrastructure and was awarded a $10,000 grant for two ports at the Town Hall Commons parking deck. Other priorities would be preparing shovel-ready projects at Town facilities and proactively considering EV-ready parking at new Town facilities.

Mr. Sponseller said that, as Town Manager Randy Harrington announced at their last meeting, the Town recently achieved the SolSmart Silver community designation, and he congratulated Council for their work to achieve that designation. He said that next steps would be strategic plan updates presented to Council alt their retreat in February, and possible budget considerations for next fiscal year. He asked for feedback or questions.

Council discussed which projects and facilities these actions would apply to, and asked for clarification on the timeline. They discussed increased lifespan and decreased lifecycle costs, and the cost of the utility data software.

5. Locally Administered Project Program (LAPP) Prioritization

Sean Ryan, Development Services, introduced Daniel Spruill, a new transportation planner. He said Tim Athy and Matt Beard also participated in the project selection.

Mr. Ryan said that the purpose of this item was to provide Council with an update on the FY24 Locally Administered Projects Program (LAPP) submittal process and recommended projects for this application cycle. Council would be asked to authorize staff to proceed with LAPP applications on selected projects.

Mr. Ryan gave some background on the LAPP program which provides funding for local transportation projects in the CAMPO region. There is roughly $25 million available for roadway, bike/pedestrian, and transit projects. These have a minimum of 20% local match requirement. Project selection will be in February of 2023. He said that projects must be part of the Metropolitan Transportation Plan and that Holly Springs is eligible to apply for LAPP funding for 1 roadway project and 1 bike/pedestrian project. He explained the filters used by staff to select projects to submit, and the level of importance attached to the various criteria used. He showed possible projects and how they rated, and highlighted those that were more favorable for LAPP funding.

Mr. Ryan said that staff recommended applying for a Roadway Project for Holly Springs Rd. West. It would require an estimated investment of $15.3 million and staff recommends a 65% match ($9,945,000) with a 35% Federal Grant ($5,355,000) in order to make the project more likely to be funded. Determining factors were that this is a Council priority and an existing bond project. The current volume is over the roadway capacity and this project will increase capacity to acceptable levels through at least 2050.

The Bike/Pedestrian project staff recommends, Mr. Ryan said, is Utley Creek Greenway Phase 2. This has an estimated investment of $3.1 million and staff recommends a 20% match ($620,000) and 80% Federal Grant ($2,480,00). Determining factors were that this extends the Utley Creek Greenway Phase 1. It is a Comprehensive Transportation Plan priority improvement corridor, and it would provide access to downtown for residents west of NC 55.

Mr. Ryan said that next steps would be to receive Council's concurrence to move forward on the two projects, the application date is October of 2022 with the funding decision made in February of 2023.

Council requested clarification that Holly Springs Road West is the same project that used to be called Holly Springs Road Phase III. They discussed the different levels in matching funds and the funding strategy for those matches. Council also asked for updates on other transportation projects in town.

Council authorized staff to proceed with LAPP applications for Holly Spring Road West and Utley Creek Greenway.

Open Discussion

MPT Berry asked when Council would get an update on the bond projects. Randy Harrington said they would get an update at their next council meeting. MPT Berry asked how many leaf trucks we have now. Paige Scott, Director, Public Works said we have 5 trucks and 2 tow-behind vacuums, but the tow-behinds cannot be used in subdivisions because of tight spaces. MPT Berry said the HOA at Sunset Ridge is concerned with the leaf schedule and he asked that staff take a look and see what can be done. If it is a staffing problem and if Council can help, and create an opportunity to increase pickup in neighborhoods with more trees. Ms. Scott said that was on her radar, and how the schedule works depends on whether leaves fall all at once or trickle down. But with this model staff can get into some other neighborhoods on an as-needed request basis. Mr. Harrington said that staff is connecting with HOAs to discuss this issue.

Council member Forrest asked if there was an update on DOT's plan to widen Avent Ferry from Cass Holt to Ralph Stephens. He said there has been a rash of accidents there lately. Mr. Harrington said that right now it is on the state STIP, scheduled for right-of way acquisition in 2028 with bidding in 2029. The good news is that it is back on the plan at the state level, which shows a higher level of commitment. Council member Forrest asked if we could see where NCDOT is with NC 751, because even though that is out of our jurisdiction, it affects our residents. Mr. Harrington said we will be happy to reach out. With Amgen and other investments, that is on NCDOT's radar. Council member Forrest said he was happy about the partnership with RTA, and asked when can we get an update on the US 1 interchange and what we can do to assist.

Mayor Mayefskie thanked Parks and Rec leadership for quick action on the tennis court weed problem. He reminded Council to go back to Winter Attire next week.

Mr. Harrington said that next week he would be at the International City and County Managers Assoc. meeting and Scott Chase would be at the dais at the next meeting.

6. Adjournment: There being no further business for the evening, motion to adjourn was made by MPT second by TF and passed with a unanimous vote. The September 13, 2022 meeting of the Holly Springs Town Council was adjourned at 7:47pm.

Respectfully Submitted on Tuesday, October 4, 2022.

Linda C. McKinney

Linda McKinney
Town Clerk

MINUTES

The Holly Springs Town Council met in regular session on Tuesday, September 20, 2022. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and four Council members were present in the Chamber as the meeting opened.

Council Members Present: Mayor Mayefskie, Mayor Pro Tem Dan Berry, Council members Aaron Wolff, Timothy Forrest, and Kristi Bennett.

Council Member Present by Electronic Means: Council member Shaun McGrath.

Council Member Absent: none.

Staff Members Present in Chambers: Scott Chase, *Assistant Town Manager*; Daniel Weeks, *Assistant Town Manager;* John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Mathew Mutter, *IT;* Kendra Parrish, *Director, Utilities and Infrastructure;* Tim Athy, *Utilities and Infrastructure;* Chris Hills, *Director*, *Development Services*; Elizabeth Goodson, *Development Services*; Sean Ryan, *Development Services*; Cheryl Caines, *Development Services;* Anna Murphy, *Economic Development*; LeeAnn Plummer, *Director, Parks and Recreation*; LeRoy Smith, *Fire Chief*; Cassie Hack, *Director, Communications & Marketing*; Kelly Miller, *Communications & Marketing*; Paul Liquorie, *Police Chief*; Kathy White, *Deputy Clerk*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor LaVerne Cofield, of Holly Springs United Church of Christ.

4. Agenda Adjustment: The September 20, 2022 meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry
Second: Forrest
Vote: Unanimous

Public Comment: At this time, an opportunity was provided for members of the audience who had registered to speak to address the Council, and the Clerk was asked for any written comments received prior to the meeting.

The following public comments were received in writing: none.

The following comments were received in person:

Donna Friend said she was here to talk about the non-discrimination ordinance ("NDO"). She said she and her group have emailed all members of Council to try to set up one-on-one meetings and have not gotten a response. She wanted it to go on the record that they are reaching out and trying to have a conversation about this issue. She said most of them have met with the Mayor, but would like to meet to discuss this issue with each council member.

Kathy O'Dette said she was here to ask Council to reconsider their opposition to signing on to the Wake County NDO. The Mayor's and the majority of Town Council's reasons given for not protecting all the citizens of Holly Springs are weak at best and have been proved wrong by the pro-ordinance speakers at the last several meetings. The "Actions Speak Louder than Words" explanation for not passing the NDO is an accurate statement. The "action" has been "inaction" and they hope that the folks wanting and expecting equal and fair treatment will give up and go elsewhere. The NDO is free and it protects everyone, including those who are opposed to it. She said asked Council to be mindful that personal religious beliefs have no place at a Town Council meeting, and Town Council decisions impacting the Town and its citizens should not be based on these beliefs. She said it is never too late to do the right thing and pass the NDO.

Linda Hewitt said this was her second time speaking before Council, and she would keep coming. She read from the Town Council web page about the authority of Town Council that it "provides for the safety and welfare of its citizens and visitors." Notice that regarding safety and welfare, it doesn't have any exceptions, and as public servants you are not free to make exceptions. Everyone in Town should have your support and protection. She said that last month she listened to people explain the problems of discrimination and you have heard it from a lot of people a lot of times. She said that Council's job is not to turn away, it is to say "tell me more." And try to fix it. Council is supposed to serve all of the citizens, not just their favorite ones. She said that they may do what they want to do in their private lives, but they are not free to ignore citizens who are telling them that they need something that Council is able to give. This is an easy one. There is no punishment, no cost. It has everyone's interest at heart and she hoped Council would have everyone's interest at heart.

Jackie Turnwald said their pronouns are they/them. They said they are "queer all year" and so this doesn't just affect them in June; they face discrimination for who they are every single day. Those who would be covered under the NDO similarly would be protected all year long. As other towns continue to adopt the NDO and Holly Springs doesn't the perception of Holly Springs is that it is not a safe place. They said that Council can send the message that Holly Springs is a safe place. They said they sent emails on Sept 6th and today, and hopes to hear back from Council members so they can sit down and have conversations which might move this in a good direction.

RECOGNITIONS

5. American Ninja Warrior Family Winners

Mayor Mayefskie recognized Holly Springs residents Caleb, Hannah, and Josh Auer who competed in, and took top prize in, the Fit Families American Ninja Warrior competition.

Josh Auer spoke about how they got interested in the Ninja Warrior sport, trained and opened their own gyms. He answered questions about the experience.

REQUESTS AND COMMUNICATIONS

6. Fujifilm Diosynth Biotechnologies Update

Anna Murphy introduced Kenneth Bilenburg, of Fujifilm Diosynth Biotechnologies. Mr. Bilenburg gave an update on progress at the Holly Springs site. He showed elevations and discussed the progress on building, and the company's commitment to sustainability, including possibly using methane gas from the landfill for fuel. He also discussed the company's educational outreach.

7. Communications and Marketing Awards

Cassie Hack, Director, Communications & Marketing, announced that the Communications department had won two awards in national competition with other municipalities. They won first prize for the Holly Springs Black History Tour, a mobile experience that allows people to hear stories from residents as they walk around downtown, stopping at places of historic interest. She brought forward some of the residents who shared their stories, to have photos taken with the Mayor.

Ms. Hack said that the town won second prize for an economic development video on Holly Springs becoming a biotech hub. She read comments from the judges, and recognized partners from the biotech community who participated in the video, Bill Bullock from the NC Biotechnology Center; Dave Sehgal, from CLS Seqirus; Bob Kenyon from Amgen, and Martin Meeson from Fujifilm Diosynth Biotechnologies.

8. Transportation Bond Projects Update

Tim Athy, Utilities and Infrastructure, updated the Town Council on the transportation bond projects currently under construction and design. He said that there are four projects that Council directed staff to use the $40 million Transportation Bond Funds to complete: Holly Springs Rd. – East; Main St. Right Turn Lane; Avent Ferry Rd realignment; and NC 55 Right Turn Lane.

Mr. Athy said that the right-of-way acquisition for the initial construction phase of Holly Springs Rd. East was completed for the initial construction phase. Underway are private utility relocation, right-of-way condemnation, and pedestrian safety designs. He said the left-out at Holly Ridge Middle School is pending with NCDOT. Next steps on this include the bridge construction and road widening on the north (westbound) side. The project is on budget and on schedule for spring 2025 completion. He said the interactive map that the contractor is using has been a great tool for communicating with the public on issues surrounding the project.

Mr. Athy said that the Main Street right turn lane at Holly Springs Road has the final plans, environmental permits, tree study, and Duke Energy utility relocation plans completed. Underway are the NCDOT review of final plans and specs and right-of-way acquisition. He said that this project also includes sidewalk completion, and the burial of overhead power lines. Next steps will be construction bid advertisement. This project is on budget and on schedule for spring 2023 construction and early 2024. He said the Town has received LAPP grants, and realized savings in the Duke utility relocation to assist with this project.

Mr. Athy said the NC 55 right turn lane (between Avent Ferry and Main Street) had final plans and specs complete, as well as environmental permits, Duke Energy utility relocation plans. He said that NCDOT review of final plans and specs were underway. Next steps are construction bid advertisement. The project is on budget and on schedule for spring 2023 construction start and early 2024 completion. He said the Town received a $500,000 LAPP grant, and have received fees-in-lieu to assist with the cost of this project. He said staff is speaking with NCDOT about bidding this project and the Main St. right turn lane together, which could create savings for the Town.

Mr. Athy said the Avent Ferry Road realignment project has completed the environmental studies, design plans for right-of-way acquisition, and private utility design. He said the project will connect Avent Ferry to the Hunt Center through Pine and Stinson. This will reduce downtown congestion and provide better access to the hospital and better pedestrian access to downtown. Underway are environmental permits, limited right-of-way acquisition, and the completion of construction plans and specs. He said there have been two public meetings with those whose property is nearby, and they had a lot of success, with residents assisting with the design that they want to have in their neighborhoods. Next steps are the design for the relocation of a 30" watermain, NCDOT final plan approval, and construction bid. He explained why the watermain needs to be moved to avoid degradation of the new road, or the failure of the water supply to the Town. He said that next steps for the watermain will need to be discussed with Council at a later date to decide how to solve this problem, and how to pay for it. The project is estimated to start construction in late 2023. He said they did receive a $1 million LAPP Grant for this project.

Mr. Athy talked through the steps required in building a bond project, and where each of the four projects are in that process. He said that next steps are to receive final NCDOT approval for construction documents, to advertise for construction bids on Main St. and NC 55 right turn lane projects, to complete the Holly Springs Road (east) pedestrian safety designs and Holly Ridge Middle School left-out solution; and to continue road widening construction, and to make decisions about the watermain relocation proposal for Avent Ferry Road realignment.

Mr. Athy said that on the Holly Springs Road – Central (Main St. to Flint Point) staff is working with a design consultant and once that design is approved by the NCDOT they can get moving. He predicts that it will go out to bid at the end of 2024. This project has an existing $2 million LAPP Grant. They will need to reengage with NCDOT to preserve that, but it is a formality. On Holly Springs Rd. West Town staff is working on a LAPP Grant submittal for this project and they feel confident in its success. He said there was good news on Avent Ferry Rd widening Phase 2, from Ralph Stephens to somewhere beyond Cass Holt Road, in that NCDOT has updated their plans and moved this work up to 2026, two years earlier than before.

Avent Ferry and Holly Meadow signal is at NCDOT for approval. He expects it to be approved by the end of October, then easements need to be required. He said he anticipates the bid in early 2023 with completion in early 2024. The Town has received a fee-in-lieu from Lighthouse Daycare to help with that expense as well.

MPT Berry thanked him for the update and said he would like more frequent updates. He asked about Holly Springs Rd. with school back in session, is the reduction to one lane part of the gas line relocation, and is that being updated on the map. Mr. Athy said the last six weeks have been due to Dominion Gas. They have closed the lane almost every day due to safety measures required for moving a gas line. They will be out of there in a week or so, and then the lane closures will be more sporadic. Once construction starts on the bridge, the construction will be away from the road.

Scott Chase, Assistant Town Manager, said we can continue to monitor that and attempt to get word out to the public when we can.

MPT Berry asked if by the budget being "on track" staff is including anticipated construction costs or just money spent to date. Mr. Athy said that includes current construction estimates, using the best information we have. MPT Berry asked if NCDOT approving specs and plans has drug on. Mr. Athy said DOT is understaffed so everything is slower than it used to be, but these small projects usually get through faster and it shouldn't affect our schedule. MPT Berry asked, if staff feels they are being burdened by delays, to let Council know so that they can leverage their contacts. He said he thinks bidding the two right turn lanes together makes sense and asked staff to pursue that. He also asked, on Avent Ferry Phase 2, for staff to begin a discussion about including the Capeside realignment in that project. Mr. Athy said that makes sense, and staff will do that.

Council member McGrath asked that staff continue to give the public updates, even if they think things are going to be postponed.

Consent Agenda

The Council passed a motion to approve all items on the Consent Agenda. The motion carried following a motion by Mayor Pro Tem Berry, a second by Council member Forrest and a unanimous vote. The following actions were affected:

9. <u>Minutes</u> – Council approved the minutes of the September 6, 2022 business meeting.

10. <u>Utilities and Infrastructure Fee Schedule Revisions</u> – The Council approved revisions to the Utility Permit Fees and Non-Residential System Development Fees as listed in the agenda packet.

11. <u>Peterson Station Gateway Feature Design</u> – The Council approved the Peterson Station gateway feature design.

12. <u>Americans with Disabilities Act Policy Update</u> – The Council amended the Americans with Disabilities Act Compliance and Grievance Policy SH-21.1.

A copy of Policy SH-21.1 is attached to these minutes.

13. <u>Resolution to Accept Grant from NC Governor's Highway Safety Program</u> - The Council adopted Resolution 22-24, accepting grant funds from NC Governors Highway Safety Program (NCGHSP), approved a budget amendment, and adopted Grants and Special Revenue Fund Ordinance 22-35 appropriating funds from the NCGHSP.

A copy of Resolution 22-24 and a copy of Ordinance 22-35 are attached to these minutes.

PUBLIC HEARINGS

14. Oakview Mixed Use Special Exception Use – Quasi-judicial Hearing

Cheryl Caines, Development Services, said that the purpose of this hearing was to consider a request for Special Exception Use, Variance, Waivers, Development Plan and Development Agreement for Oakview Mixed-Use. She explained that under NC Statute, the developer has chosen to continue under the 2002 UDO, which was in effect when their application was submitted. She showed where the project is in town and said that the current designation on the Land Use and Character Plan is Neighborhood Center. Current zoning is Neighborhood Mixed Use, but the zoning at the time of application was LB Local Business, which requires the Special Exception Use.

Ms. Caines said the proposal was for a mix of commercial uses, with four buildings including a hotel. The hotel requires the Special Exception Use. Waivers are being requested for architecture to reduce glazing for Building C; tree preservation, to allow reforestation, an increase to three off-street loading spaces, and a variance to allow a building height of 75 feet, which is closer to the neighboring sites 100 foot building height.

Elizabeth Goodson, Development Services, said there is water, reclaimed water, and sewer available to the sight and the hydraulic water model and fire flow reports have been conducted. She said that Green Oaks Parkway and Holly Springs New Hill Road were both thoroughfares under the Comprehensive Plan. The Traffic Studies studied surrounding intersections and a fee-in-lieu will be paid for a traffic signal at site drive 1, and the intersection at New Hill Holly Springs Rd and Old Apex Rd., and for the widening of NC 55. She explained the five site access points and the road improvements to be made on Green Oaks Parkway, New Hill Holly Springs Road and Montesale Way. The fees-in-lieu are $20,700 for the traffic signal at Ancient Oaks Dr., $50,000 for the realignment and improvements at Holly Springs New Hill Rd. at Old Holly Springs Apex Rd., and $80,000 for NC 55 Corridor improvements.

Josh Prizer, Planning Board Representative, said the Planning Board questions centered around the hotel and whether it was needed. There were also questions about the trees and buffers and the hotel elevation and traffic and EV Charging stations. They recommended approval with a unanimous vote.

Mayor Mayefskie opened the public hearing and the following sworn testimony was received:

Jon Keener of Trustwell Property Group gave the company's vision for the expansion of the Business Park, and the community benefits they will provide. He showed where the natural buffers along all roadways would be 30-50 feet, and showed the connectivity of future bikeways, sidewalks, and greenways. He said the site would have community open space and focal points throughout, and discussed the buffers, and wetland preservation features. He said the buffers will be replanted with hardwoods and more densely than what was there when they purchased the site. He said that they are proposing approximately 51,000 square feet of retail space in buildings A, B, and C, and an approximately 135 room hotel. He showed elevations for the three retail buildings. He spoke about the green open/community space that he thinks the Town needs.

Mr. Keener said that the height variance being requested is to allow enough rooms to attract a well-supported and high-quality hotel brand. He said the 75 feet requested is lower than the 100 feet allowed on adjacent properties. He said they will have to bring the hotel elevations back to Council because in order to attract a quality hotel, they need to have the variance in place, and they can't get elevations until they know which hotel is coming. He said that Holly Springs needs more meeting space, and that requires more height in a hotel. He talked about the screening that would be around the hotel, to shield the neighborhood.

For the waivers, Mr. Keener said that they are requesting to have the 40% glazing requirement for Building C to be satisfied with 27% on the street level windows and 13% from upper windows. This will allow the kitchen and "back of house" areas to be attractively screened while allowing more light into the interior of the building.

Mr. Keener said the second waiver requested was to allow replanting of buffer areas to count towards 2% of the 10% tree preservation requirement. He said few native trees are left outside the wetlands area, and required roadway improvements and steep slopes have reduced the buffer trees. He said the third waiver is to allow for up to 3 loading areas of at least 10' x 25' rather than a single large area. He said that multiuse buildings and differing uses would require a very large single loading zone, and having three would provide safer and more useful loading to all buildings. When loading areas are not adjacent to the buildings, delivery drivers park wherever they can, which blocks traffic and becomes a safety issue to pedestrians. Mr. Keener said he hopes to begin building this fall.

Mr. Jim Muldowney said he lives on Lucky Ribbon Lane and his backyard abuts Holly Springs New Hill Rd. He thanked Cheryl Caines who helped him to understand the project. He had no issue with the project, except he has trouble with the height variance. He thinks, after speaking with a Realtor, that it will “injure or affect the property values” of the homes on Lucky Ribbon Lane.

Mr. Bob Stewart said he also lives on Lucky Ribbon Lane, backing up to Holly Springs New Hill Rd. He moved here to be closer to his daughter and her dance studio. Having been through the process and understanding the buffers, he was not worried about the closeness of the business park at the time. However, he thinks The Yield is an overuse with a large concrete building that is visible from his house. He said this proposal would be the same overuse. It is too close to the road and the sidewalk. And it is too large of a building. He was a real estate appraiser before he retired and has testified to the impact on surrounding property values. This is going to adversely affect the value of the houses in 12 Oaks.

There being no further testimony, Mayor Mayefskie closed the public hearing.

Action 1: Motion to adopt Resolution 22-33 to make and accept the Findings of Fact for consideration of and to approve SEU, Variance, and Waivers.

Motion by: Wolff
Second by: Forrest
Vote: unanimous
A copy of Resolution 22-33 is attached to these minutes.

Action 2: Motion to approve Oakview Mixed Use Development Plan 22-DP-03 with the conditions stated in the attachment.

Motion by: Wolff
Second by: Berry
Vote: unanimous

15. Capital Associates Management, LLC Development Agreement and Economic Development Agreement

John Schifano, Town Attorney, said this item was to consider modifications to Development Agreement, Economic Development Agreement, and Purchase and Sale Agreement for Ting North. He reminded the audience that Wake County has agreed to sell the eastern tract to DHIC for affordable housing, and the Western tract was going to be a headquarters for My Computer Career. My Computer Career has dropped out of this deal, but Capital Associates is agreeing to do the site work for the DHIC residential section and purchase the commercial portion and build some Class A office space and a retail component. He described the changes in the project since the original concept to get to the current revised concept.

He outlined the changes from the original economic development agreement and development agreements. This agreement provides no tax incentives or employment targets, but the developer will do the site work for DHIC. The Town will have right of first refusal if the office space is not built in five years. The site will be master planned for utilities and site work for commercial, residential, and retail component, with payment of fees-in-lieu for roadwork, and parks and recreation fees.

The Master Plan and Developer Plan will need to be approved, probably at an administrative level. We will need a new agreement with the County. He asked for a public hearing for the modification of the two agreements.

Mayor Mayefskie opened the public hearing and the following input was received: none.

There being no input, Mayor Mayefskie closed the public hearing.

MPT Berry said there was a system development fees (SDF) lock in the prior agreement. The new agreement is extending that for two years. What is the reason for that? Mr. Schifano said it was a concession to the developer, tying the SDF to the 2019 rate. MPT Berry asked how often that has changed since 2019. Elizabeth Goodson, Development Services, said it had only changed once. MPT Berry asked if the master metering would save fees. Mr. Schifano said the residential component would save them money, but office space typically has one large meter. Retail is usually individually metered and the agreement does not give commercial or retail a master meter. Council member Forrest asked if the residential tract would be developed by Wake County. Mr. Schifano said it would not be developed by the County, but by DHIC, a nonprofit organization.

MPT Berry said he was concerned about the fee lock extension, given the infrastructure needs of the town. Council member McGrath said, based on the increased SDF, what kind of economic benefit is this developer receiving.

Council member Wolff said he understands the point MPT Berry is making, but this has been pushed down the road further than DHIC and this developer had agreed on, so he is ok moving forward as it is. Council member Forrest said he agreed with Council member Wolff and MPT Berry. But he said the Town needs to move forward with affordable housing so he is willing to move forward. Other than that, on any future SDF waivers, he agrees with MPT Berry. Council member Bennett asked, if Council changed the SDF clause, how long would that this push this back? Mr. Schifano said Council could vote to change that tonight, but whether the developer would agree to it or not is a different issue. The lock, year to year, is not going to be a huge difference in the great scheme of the project. The commercial part is probably one 3" meter. The master meter concept, coupled with the fee lock, is the big number, and that's something we have wrestled with with multifamily buildings across the board. Elizabeth Goodson said the difference between 2019 and today does affect the number, but the difference is mostly on the residential and the master meter approach already accommodates that. She said staff could get exact numbers to Council in a memo.

Mayor Mayefskie asked when the fees are paid. Mr. Schifano said they are paid at building permit time. There would be a lot of site work done, then construction drawing approval takes 6 months, then sitework construction takes 8-12 months, and then they pay the fees. MPT Berry said would like the numbers emailed.

MPT Berry said the fee lock is only in the development agreement not the Economic Development Agreement, right? Mr. Schifano said that is correct. The residential side would be happy to get moving and it was the MCC pulling out that caused the delays.

Action 1: Motion to approve Development Agreement with Capital Associates Management LLC.

Motion by: Wolff
Second by: Forrest
Vote:
Aye: Wolff & Forrest
Nay: Berry & Bennett
Mayor Mayefskie broke the tie with an Aye vote, and the motion passed.

Action 2: Motion to approve Economic Development Agreement with Capital Associates Management, LLC.

Motion by: Wolff
Second by: Forrest
Vote: unanimous

Action 3: Motion to authorize the Town Manager to execute Purchase and Sale Agreement between the Town and Capital Associates Management, LLC at such time as the Town obtains the property from Wake County.

Motion by: Wolff
Second by: Forrest
Vote: unanimous

MPT Berry said that he is supportive of the project. He wanted to explain that his Nay was the additional fee lock request was part of the agreement that wasn't discussed before tonight and it should have been. But he supports the project going forward.
Council member Bennett said she agreed. Thinking about the future, the more we make exceptions the harder it will be to catch up. She said she is very supportive of DHIC and the housing, and grateful there was a developer ready to do it, but she was concerned about getting the money we need to support the infrastructure.

NEW BUSINESS

16. Downtown Village District Area Plan Advisory Committee Selection

Sean Ryan, Development Services, said that this item was to appoint the nine at-large members and one regular and one alternate Town Council member to the Downtown Village District Plan Advisory Committee. He gave some background on the project from the original plan in 2006 to the current process of updating the plan, and the desired outcomes for the updated plan. He explained the role of the committee to provide input on the vision, feedback on potential implementation, and to serve as community ambassadors for the Plan.

Mayor Mayefskie asked each council member to list their nominees from among the 51 applicants. The following people were nominated to be at-large members of the committee by the following members of Council:

MPT Berry: Beth Arthur, Kimberly Day, Gabriel Duncan, Joe Fanjoy, Adika Iqbal, Craig Kessler, Jose Rodriguez, Blake Rogers, and Jodi Stevens.

Council member Bennett: Beth Arthur, Kimberly Day, Gabriel Duncan, Joe Fanjoy, Adika Iqbal, Craig Kessler, Jose Rodriguez, Blake Rogers, and Jodi Stevens.

Council member Wolff: Kimberly Day, Gabriel Duncan, Joe Fanjoy, Adika Iqbal, Craig Kessler, Jose Rodriguez, Blake Rogers, Jodi Stevens, and Katie Gailes.

Council member Forrest: Beth Arthur, Kimberly Day, Gabriel Duncan, Joe Fanjoy, Adika Iqbal, Craig Kessler, Jose Rodriguez, Blake Rogers, and Jodi Stevens.

Council member McGrath: Beth Arthur, Kimberly Day, Gabriel Duncan, Joe Fanjoy, Adika Iqbal, Craig Kessler, Jose Rodriguez, Blake Rogers, and Jodi Stevens.

The following people were nominated to be Council representatives to the committee: Council member Forrest and Council member Bennett, alternate.

Action 1: Motion to appoint the following nine people to the Downtown Village District Advisory Committee: Kimberly Day, Gabriel Duncan, Joe Fanjoy, Adika Iqbal, Craig Kessler, Jose Rodriguez, Blake Rogers, Jodi Stevens and Beth Arthur

Motion by: Berry
Second by: Forrest
Vote: unanimous

Action 2: Motion to appoint Council member Forrest as Town Council representative, and Council member Bennett as Town Council alternate representative to the Downtown Village District Plan Advisory Committee.

Motion by: Wolff
Second by: Berry
Vote: unanimous

OTHER BUSINESS

Council member Bennett said this has been a traumatic last two weeks in town. She reached out to Chief Liquorie to see how our first responders are doing after the recent accidents. He told her that in our budget there was additional funding for mental health wellness for officers, and it has made a significant impact. She is proud that we were able to add that for them and hopes that it was helpful. She and Chief Liquorie met with 12 Oaks residents to discuss things that could be done to make the neighborhood more safe. She said with the heavy development along that road, keeping that area of town in mind is something we need to think about. Even though that accident was internal to the neighborhood, we need to keep that in mind.

Council member Forrest gave kudos to the Parks & Rec staff. He worked on an eagle scout project at Bass Lake involving refurbishing the boat ramps. He spoke highly of Robert, head of maintenance at Bass Lake, saying he was impressed with his professionalism and knowledge. He requested that the Town look at publishing more information on the leaf collection, that although the schedule is once a week, you can call for a special pickup. Mr. Chase said that anything beyond the sweep would be an extra charge. But they are in conversation with HOAs in areas with a higher leaf fall and will make sure that they are safe for travel. Council member Forrest said his concern was that the schedule was conducted without any input regarding the foliage. Council member Bennett said they did consider which neighborhoods had more trees and more mature trees. Mr. Chase said the schedule was made to equalize volume, as well as to have a built-in maintenance schedule. Lastly, Council member Forrest said he understands that there was a violation of Town policy at a town facility. He asked if the investigation was complete. Mr. Chase said that investigation is complete and it appears there was a violation. Council member Forrest asked if the organization was notified in writing. Mr. Chase said he would have to look into that. MPT Berry said he thought the Town code would permit a fine. Mr. Schifano, Town Attorney, said he would need to look at the Town code to see if that was possible and would send the answer to Council in an email.

Mayor Mayefskie said hurricane Fiona swept over Puerto Rico and there are former Holly Springs residents there, so he would like them kept in your thoughts and prayers. And September is life insurance awareness month, so residents might want to look into that.

MANAGER'S REPORT

Scott Chase, Assistant Town Manager, said Beatlesque will be at the Cultural Center on Friday. Mr. Athy mentioned the Holly Meadow Signal Open House on Oct 6, 6-7:30 at the Holly Glen Clubhouse.

CLOSED SESSION: none.

Adjournment: MPT Berry made a motion to adjourn at 9:33 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully Submitted on Tuesday, October 4, 2022.

Linda C. McKinney

Linda C. McKinney, Town Clerk

Addenda pages as referenced in these minutes follow and are a part of the official record.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

New Business
Title: Customer Relationship Management (CRM) System
Strategic Priority Area: Organizational Excellence
Staff Resource: Jeff Wilson, Director, IT

Action(s):

Approve contracts with Rock Solid Technology, Inc. and Citibot, Inc. as follows:

1. Rock Solid Technology, Inc. in the amount of $47,180.
2. Citibot, Inc. in the amount of $29,655.
3. Authorize the Town Manager to renew annual contracts with Rock Solid Technology, Inc and Citibot, Inc. based on satisfactory performance, consistency with the general project scope and services, and reasonable and customary annual contract escalation provisions.

Explanation:

- The Office of Customer Care (OCC) requires Customer Relationship Management (CRM) software to maintain customer records, track interactions, communicate, and ensure that the center is operating efficiently and at the highest level of customer service.
- CRM software will provide a centralized approach to handle service requests, questions, and issues related to the Town, which in turn will enhance customer service, improve service delivery, and improve access to Town information. Examples include, utility setup, missed trash and recycling pickup, yard waste and bulky item pickup, and general town information.
- The OCC team, including Information Technology staff, compiled solution needs into a Request for Information (RFI), which was distributed to CRM software providers.
- Four vendors responded to the RFI and three were selected for solution presentations. Follow-up evaluation was completed with two of the three vendors, references were interviewed, and the team selected Rock Solid and Citibot for the solutions.
- Rock Solid and Citibot will integrate with existing Town systems which provide internal workflow processing for maintenance and other work order systems.
- Rock Solid and Citibot are cloud based solutions, which are subscription based and expensed annually, as the agreements reflect.
- Rock Solid will be the CRM solution, and Citibot is a "Chatbot" tool that will compliment Rock Solid and OCC staff, which will integrate with the Town's website.
- The Rock Solid and Citibot agreements are for the term of one year and renew annually at the discretion of the Town. Rock Solid renewal escalations are 5% and Citybot renewal costs are outlined in the Citibot Subscription Renewal agreement included with the agenda packet. Renewal fees increase annually at similar amounts of the Town's other subscription and software maintenance services.

- The OCC's planned startup is Spring 2023.

Background:

- The Town Council and Town Manager have provided guidance in the strategic plan for improving customer service through the creation of the OCC as an initiative for Organizational Excellence.
- The Town Council previously approved funding for OCC operations, staffing, and software.
- The OCC will be staffed with four personnel. Two members, including the manager, have fully assumed their new roles to operate and develop the OCC. A third internal staff member from Public Works Department will transfer to the OCC in December. Council approved a new position in the FY23 budget, and this staff member has accepted the position and will onboard in mid-October.
- Town staff reviewed town department customer interaction opportunities and needs, visited other customer service offices within municipalities, and developed the overall strategic plan for a customer care center, which was presented to Town Council at the 2022 Council retreat.
- The Town previously implemented a work order and asset management solution, Cityworks, with which the selected vendor was required to have seamless integration.
- Rock Solid is currently used locally in Winston-Salem, Goldsboro, and Surf City. Citibot is used by Apex, Charleston County and North Charleston, SC.

Funding Source(s):

Community Investment Plan - PayGo Fund

Attachment(s):

1. Citibot Agreement
2. Holly Springs_Rock Solid 0922202281

Citibot Subscription Agreement

This Agreement is made by and between the Town of Holly Springs, North Carolina ("Town") and Citibot, Inc. ("Citibot"), hereinafter referred to collectively as (the "Parties"), for the services outlined herein. This agreement is dated September 26, 2022.

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall include the meanings ascribed thereto.

"***Service***" collectively refers to the Citibot SMS chatbot, Web Chatbot for the Town of Holly Springs Website, social media chatbot through Facebook and Twitter customer service platform (if needed), and an SMS notification platform, software and/ or services made available to Subscriber. The features include (1) questions and search result answers; (2) service request submittal, and (3) direct message and live chat that is initiated by the Town. This service also includes an API integration into the Town of Holly Springs Future CRM/Service Request Managemet Platform System for service requests outlined below.

"***Content***" collectively refers to any and all information, including any text, graphics, and and/ or other materials, submitted to or made available through the Service. Content submitted to the Service by Subscriber or any Authorized User is referred to as "***User Content***," and all other Content of the Service is referred to as "***Citibot Content***."

"***Subscription***" refers to the right granted by Citibot to Subscriber to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

"***Authorized User***" refers to each employee of Subscriber, citizens of Holly Springs, agents and/ or contractor of Subscriber authorized to access and use the Service and the Content.

2. **Term; Termination**.

a. Term. The initial term of the Subscription Agreement shall commence on the date of this Agreement's execution by the Parties and continue in effect for three years at rates as specified in the post installation maintenance, hosting, support, and software as a service section as described below.

b. Effect of Termination. Upon the termination of this Agreement, the subscription and all rights granted to the Town and the Authorized User(s) in the Subscription Agreement are immediately revoked, including, without limitation, all rights to use the Service, any portion thereof, and any Citibot Content obtained through the Service.

3. **Installation Fee; Subscription Fee; Payment**. Town is responsible for payment of the Subscription Fee as described in this Section. Payment shall be due to Citibot within thirty (30) days upon receipt of the Invoice, and the rates are presented in this table below.

Pricing	Year 1	Year 2	Year 3
Implementation Fees	$9,800	$0	$0
Annual Subscription - Web Chat	$7,750	$8,150	$8,650
Annual Subscription - SMS Chat* **	$5,500	$5,800	$6,100
Annual Subscription - SMS Alerts* **	$5,000	$5,400	$5,900
Annual Subscription - Facebook & Twitter Chat	$4,900	$5,300	$5,700
Total Annual Costs	**$32,950**	**$24,650**	**$26,350**
Total Annual Costs with 10% discount on subscriptions	**$29,655**	**$22,185**	**$23,715**

Year 1

The pricing is reflected in the table above.

Implementation Fee: Upfront development and installation cost should consider the software cost as well as initial configuration and setup costs, initial license costs, training, implementation, marketing design and campaign, data dashboard build, and Salesforce CRM Integration.

1. Breakdown: This Cost considers installation fees as well as all costs associated with training and implementation with the Town staff.

2. Web Chat Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service cost:* Citibot will invoice this payment on the launch date or 3 months after the date of execution of this agreement, whichever comes sooner.

3. SMS Chat Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service cost.*

4. Social Media Chat Annual Subscription: *Not Included at this time.*

Years 2-3

Pricing for the additional Years 2-3 are reflected in the above table.

****
Service Requests Included in this system with a corresponding AI build conversational chat capability and available for a Trello integration when appropriate during the life of this Agreement *Post Installation maintenance, hosting, support, and software as a service costs.*

- Pothole
- Missed Trash Pickup
- Trash Can Repair
- Missed Recycling Pickup
- Recycling Can Repair
- Flooding
- Lost Dog
- Dead/Stray Animal
- Broken Street Sign
- Broken Traffic Light
- Broken Street Light
- Fallen Tree
- Broken Pavement/Sidewalk
- Noise issue (Barking Dog, for example)
- Tall Grass/Weeds
- Abandoned Vehicle
- Graffiti
- Hazardous Materials
- Illegal Dumping
- Mosquitos

- Prohibited Outside Storage
- Sewage
- Yard Upkeep
- Zoning Infractions
- Cave In
- Direct Message Submittal

Other Service requests can be added to the AI conversation flow for $95/hour and not to exceed 10 hours per service request.

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4. **Representation and Warranty**. Each party represents and warrants to the other party that it has the full power to enter into the Subscription Agreement and to perform its obligations thereunder.

5. **Software as a Service.** Citibot is selling its software as a service. Thus, none of Citibot's employees shall be deemed employees of the Town.

6. **Venue/Jurisdiction.** This Agreement is governed by the laws of North Carolina, Wake County.

7. **Public Records.** Citibot understands and acknowledges that the Town is subject to the State of North Carolina public records statutes and is required, upon request, to disclose information unless such information is protected from disclosure. To the extent Citibot provides the Town with information that is confidential under the North Carolina public records statutes, the Town will maintain the confidentiality of that information and not disclose the same unless authorized by Citibot or required by a court of law.

8. **Privacy Policy.** Citibot manages privacy data with utmost care. Under no circumstances will any Personally Identifiable Information be shared, sold, leased, licensed, or transferred in any way to a third party for any marketing purpose.

9. **Suspension and Debarment.** Citibot hereby certifies that neither it, nor its agents or subcontractors: (a) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State department or agency, or (b) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State department or agency. Any contract entered into with an entity that has been debarred, suspended, declared ineligible, or voluntarily excluded from contracting with or by any Federal or State department or agency may be terminated at the sole discretion of the Town.

10. **Insurance.** During the term of this Agreement, Citibot shall maintain Commercial General Liability to protect Citibot against any and all claims, demands, expenses, costs, and

liabilities to the extent proximately caused by the negligent acts or omissions of Citibot and its agents or employees related to this Agreement. This insurance shall also include coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than $1,000,000 for each occurrence, respectively. Citibot shall return with this Agreement an original, signed Certificate of Insurance evidencing such insurance, indicating that the policy has been endorsed to include the Town as an additional insured, but only with respect to liability arising out of Citibot's operations or in connection with the services described herein, and stating that the coverage is primary to any other coverage the Town may possess. Citibot shall furnish the Town thirty days prior written notice of any cancellation, non-renewal (without replacement), or material reduction of coverage or limits of any policy referred to herein.

Town of Holly Springs, NC	*Citibot, Inc.*
____________________	W Bratton
Signed	CEO, W. Bratton Riley
____________________	09 / 22 / 2022
Date	Date

MASTER CUSTOMER AGREEMENT

This Master Customer Agreement (this "**Agreement**") is made and entered into between Rock Solid Technology, Inc. ("**Company**") and the Town of Holly Springs, North Carolina ("Customer") and is effective as of the 30th Day September, 2022 ("Effective Date"). Each of Company and Customer is a "**Party**" and together, the "**Parties**."

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, USING (OR MAKING ANY PAYMENT FOR) ANY PRODUCTS (DEFINED BELOW), ENGAGING COMPANY TO PROVIDE PROFESSIONAL SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (A) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT; AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY PRODUCT OR RECEIVE ANY PROFESSIONAL SERVICES.

1. DEFINITIONS

"Addendum" means a reference in an Order Form to one or more additional documents that contain terms relevant to a particular Product or Professional Services.

"Affiliate" means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement.

"APIs" means the application programming interface provided by Company.

"Authorized Users" means employees, contractors, and agents of Customer who are registered by Customer to use the Products

"Customer Data" means any data or information that Customer or any of its Authorized Users uploads or inputs into a Product or otherwise makes available to Company in connection with Customer's use of a Product or receipt of Professional Services

"Deliverables" means any work product or other materials created by Company in connection with its performance of Professional Services

"Documentation" means Company-provided user manuals, help files, specification sheets, or other documentation, in whatever form, relating to a Product.

"Hosted Services" means the provision of Software as a service as asset forth on an Order From which is hosted by Company or its hosting providers and which is access by Customer via the internet.

"Order Form" means a written order executed by the parties which defines the respective order parameters and information, such as, modules purchased, term and associated fees.

"Product" means the APIs, Software, Hosted Services, and Deliverables.

Professional Services" means implementation, installation, configuration, customization, or other professional services expressly identified on an Order Form (which may be in the form of a SOW).

"Software" means a Company provided license to downloadable software including any mobile applications and downloadable add-ins to other Products).

"SOW" (Statement of Work) means a written order executed by the parties which identifies the Professional Services ordered by Customer, including the description, and associated fees.

"Third Party Products" means third-party software or other products (e.g., cloud hosting instances or data analysis tools) that Company provides to Customer or that is otherwise identified in the Documentation as being required to use properly such Product

2. PRODUCT RIGHTS AND RESTRICTIONS

2.1 Products and Services; Order Forms. This Agreement sets forth the terms and conditions on which Company may make available to Customer the APIs, Software, Hosted Services, or Deliverables or provides the Professional Services, each as expressly identified in an **Order Form**.

2.2 Licenses

(a) *Hosted Services*. If an Order Form indicates that Customer will receive access to Hosted Services, then Customer may access and use such Hosted Services solely (i) for the Term set forth in such Order Form, and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement.

(b) *API*. If an Order Form indicates that Customer will receive access to an API, or if Company provides credentials to Customer that enable Customer to access an API with another Product, then Company hereby grants Customer a non-exclusive, non-transferable and non-sublicensable right and license under Company's rights in that API to access and use such API solely (i) for the Term set forth in such Order Form and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement. Without limiting the foregoing, Customer will comply with any volume or other usage-based restrictions described in an Order Form, Addendum, or Documentation.

(c) *Software*. If an Order Form indicates that Customer will receive a license to Software, then Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license under Company's rights in such Software to install and operate such Software in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including the applicable Order Form). Such license will continue for the Term set forth in the applicable Order Form. Any Company-provided mobile applications acquired by Customer in connection with another Product licensed under this Agreement is deemed Software licensed to Customer pursuant to this Section.

(d) *Geographical Files*. If an Order Form indicates that Customer will receive a license to Company's mobile app, promptly following the Effective Date, Customer shall provide to Company the geographic boundary file for the applicable covered area in the form of an ESRI shape files. Additionally, any geographic data including, but not limited to, municipal district boundaries, school board boundaries, shall be provided by the Customer at the Company's request if such data exists.

2.3 Additional Features. Customer acknowledges that not all of the features or functionality of a Product may be available at Customer's subscription level irrespective of whether such feature or functionality is described in the Documentation, and that access to such features or functionality may require payment of additional fees or the purchase of additional licenses.

2.4 Evaluation Products. If an Order Form indicates that Customer will receive a Product for evaluation or proof-of-concept purposes, then Customer may use the Product only for the purpose of evaluating the functions and performance of the Product, solely for the designated time period for the evaluation or trial, and subject to any additional usage restrictions specified on the applicable Order Form. Customer acknowledges that evaluation or proof-of-concept versions of the Products may be automatically disabled upon expiration of the designated trial period (at the end of which Customer's right to use the Product under the applicable Order Form also expires), and that any data stored in such Products may become unavailable at that time.

2.5 Authorized Users. Company will ensure that its Authorized Users comply with all of Customer's obligations under this Agreement. Customer is strictly responsible for all acts and omissions of Authorized Users as though they were those of Customer. Customer will prevent any unauthorized use of, or access to, the Products and Documentation and will immediately notify Company in writing of any unauthorized use or access of which Customer becomes aware.

Customer will immediately terminate any unauthorized use by persons having access to a Product or Documentation through Customer.

2.6 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: (a) rent, lease, or otherwise permit third parties (or other persons not authorized by this Agreement) to use a Product or the Documentation; (b) use a Product to provide services to third parties (e.g., as a service bureau); (c) use a Product for any benchmarking activity or in connection with the development of a competitive product; (d) circumvent or disable any security or other technological features or measures of a Product or use the product in a manner that Company reasonably believes poses a threat to the security of Company-controlled computer systems; (e) modify, translate, reverse engineer, decompile, disassemble, or otherwise derive the source code or the underlying ideas, algorithms, structure, or organization from a Product (except to the extent that applicable law prevents the prohibition of such activities); (f) use or access any Product in a manner that materially impacts or burdens Company or Company's servers and other computer systems, or that interferes with Company's ability to make available any Product to any third party; or (g) use a Product in violation of Company's then-current published acceptable use policy applicable to that Product.

2.7 Documentation. To the extent that a Product is accompanied by any Documentation, Company hereby grants to Customer a non-exclusive, non-transferable, non-sub licensable right and license under Company's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under the applicable license to or grant of access and usage rights for such Product.

2.8 Third-Party Products. To the extent that a Product includes or is accompanied Third-Party Products, the Third-Party Products and their use by Customer are subject to all license and other terms that accompany such Third-Party Products. The capabilities of any included integration with Third-Party Products is outlined in Addendum A, Integration Feature Matrix. Without limiting the foregoing, if Company enables Customer to access a hosted environment offered by a third-party cloud or platform service provider, then Customer must agree to the applicable service provider's terms and conditions prior to accessing such hosted environment, and Customer will comply at all times with such terms and conditions.

2.9 Ownership; Data. As between Company and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to Customer Data. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, license to use, process, transmit, store, and disclose the Customer Data during the Term, for the purpose of exercising Company's rights and performing its obligations under this Agreement. As between the Parties, Company owns all right, title, and interest, including all intellectual property rights, in and to the Products, Documentation, Deliverables, and any improvements to any Company products or services made as a result of Company's use, processing, or generation of Customer Data. During the Term, Customer may request that Company make available to Customer a copy of Customer Data stored in certain Products, and Company may agree to do so for an additional fee.

2.10 Customer Data. Customer is responsible for all Customer Data that Customer or its Authorized Users provide in connection with the Products and Professional Services. Customer is solely responsible for complying with: (a) all privacy and data protection laws and regulations applicable to the Customer Data and (b) Customer's and its Authorized Users' use of the Products and Professional Services.

2.11 Feedback. If Customer provides any feedback to Company concerning the functionality and performance of a Product, any Documentation, or the Professional Services (including identifying potential errors and improvements), Customer hereby assigns to Company all right, title, and interest in and to the feedback, and Company is free to use the feedback without payment or restriction.

2.12 Audit. Customer will create and maintain complete and accurate records containing all information necessary to enable Company to verify Customer's compliance with this Agreement. During the Term and for a period of one year thereafter, Company will have the right, at its own expense, upon at least 5 calendar days' prior notice, to periodically inspect and audit Customer's use of the Product for purpose of determining Customer's compliance with the terms and conditions of this Agreement. Customer will cooperate with Company in the performance of any such audit, and will provide to Company or a third party designated by Company such access to Customer's relevant records, data, information, personnel, computer systems and / or facilities as Company may reasonably request for such limited purposes. Company will bear the costs of any such audit unless such audit determines that Customer has violated the terms and conditions of this Agreement, in which case (a) Customer will reimburse Company for all expenses incurred in connection with the audit, (b) Customer will pay Company all fees that are applicable to Customer's unauthorized use (e.g., additional seat licenses to cover use in excess of Customer's previously purchased seat licenses), and (c) Company may immediately terminate this Agreement for cause, in addition to any and all remedies available to Company in law or equity. Additionally, to the extent possible, Company may, at its expense, automatically audit Customer's use of the Product, provided that any such audit shall not interfere with Customer's business activities.

3. PROFESSIONAL SERVICES

3.1 Provision of Professional Services. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Professional Services. Company shall perform the Professional Services in a professional manner in accordance with industry standards.

3.2 Deliverables. Company retains all right, title, and interest, including all intellectual property rights, in and to any Deliverables. If Company provides any Deliverables to Customer pursuant to the applicable Order Form, Company hereby grants to Customer a non-exclusive, royalty-free, fully paid up, worldwide license under Company's rights in the Deliverables to use and exploit such Deliverables in connection with the Products and Professional Services during the Term.

3.3 Modifications. Either party may propose a change order to add to, reduce or change the work order in the SOW. Each change order shall specify the change(s) to the Professional Services or Deliverables, and the effect on the time of performance and on the fees owed, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

3.4 Personnel

(a) *Suitability*. Company will assign employees and subcontractors with qualifications suitable for the work described in the relevant Order Form. Company may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

(b) *Customer Responsibilities*. Customer will make available in a timely manner at no charge to Company all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by Company for the performance of the Professional Services. Customer is responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness, and consistency of all such data, materials, and information. Customer will provide, at no charge to Company, office space, services, and equipment as Company reasonably requires to perform the Professional Services.

(c) *Non-solicitation*. Both Parties agree that employees and consultants of the other Party are a valuable asset and are difficult to replace. Accordingly, the Parties agree that, during the Term of the Agreement, and for a period of one year after completion of the Professional Services under an Order Form, neither Party shall solicit for employment or engagement (whether as an employee, independent contractor or consultant) any employee or consultant from the other Party. Neither Party shall be restricted from hiring any personnel that respond to public job advertisements or similar general solicitations.

4. FEES AND PAYMENT

4.1 Fees and Payment Terms. Customer will pay Company the fees and any other amounts owing under this Agreement as specified in the applicable Order Form and/or SOW. Unless otherwise specified in such Order Form or SOW, Customer will pay all undisputed amounts due within 30 days of the date of the applicable invoice. Any amount not paid within fifteen (15) days of the due date will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less. Additionally, in the event any amount is more than thirty (30) days overdue, Company may suspend its performance until it receives all amounts due. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Company to collect any amount that is not paid when due. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. Customer may withhold payment of any fees that are the subject of a good faith dispute of which Customer has provided Company written notice within five (5) business days of invoice receipt; provided that all fees which are not disputed shall be timely paid, and the disputed fees shall be paid within ten (10) days of resolution of the dispute

4.2 Taxes. Other than net income taxes imposed on Company, Customer will bear all taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from this Agreement. Customer will pay any additional Taxes as are necessary to ensure that the net amounts received by Company after all such Taxes are paid are equal to the amounts to which Company would have been entitled in accordance with this Agreement if such additional Taxes did not exist.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement will begin on the Effective Date and continue until expiration or termination of all Order Form's and/or SOW's (the "Term"). Each Order Form and SOW will have its own term as stated in such document.

5.2 Termination for Lack of Funding. To the extent that funding for a particular Order Form or SOW is derived from public funding and Customer has made a good faith effort to procure such funding, Customer shall have the ability at the end of any committed period to terminate the Order Form or SOW in the event that such funding is not received.

5.3 Termination for Material Breach. Either Party may terminate this Agreement or one or more Order Forms if the other Party does not cure its material breach of this Agreement or the applicable Order Form(s) within 30 days of receiving written notice of the material breach from the non-breaching Party.

5.4 Termination for Bankruptcy or Insolvency. Either Party may terminate this Agreement or one or more Order Forms if the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within one hundred twenty (120) days, or makes any assignment for the benefit of creditors.

5.5 Post-Termination Obligations. Upon expiration or termination of this Agreement: (i) in the event of termination due solely to a breach by Company, then Company shall refund any prepaid fees for Products or Professional Services that would have been rendered after the date of termination; (ii) in the event of termination due solely to a breach by Customer, then Customer shall pay all fees through the date of termination, plus all fees through the remainder of the term of the applicable Order Form and/or SOW; (iii) all rights to use the Products immediately cease and provision of Professional Services immediately ends; (iv) within thirty (30) days, each party will return or destroy at the disclosing party's request the other party's Confidential Information.

5.6 Survival. Notwithstanding anything to the contrary herein, Sections 2 and 6-11 as well as any other provisions which by their terms or sense are intended to survive, will survive termination or expiration of this Agreement.

6. CONFIDENTIALITY

6.1 Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's business and marketing plans, technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Company's "Confidential Information" includes each Product, all Documentation, all Company technical information, and all information concerning Product-related database structure information and schema. However, "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Company is permitted to disclose Confidential Information of Customer on a need to know basis to employees, contractors, and agents of its Affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. WARRANTIES AND DISCLAIMER

7.1 Limited Company Warranties. Company hereby warrants, for the benefit of Customer only, that each Product will materially conform to the applicable Documentation , provided that this warranty will not apply to failures to conform to the applicable Documentation to the extent such failures arise, in whole or in part, from any modification of the applicable Product by Customer or any third party or any combination of the applicable Product with APIs, software, hardware, or other technology not provided by Company under the applicable Order Form. If any defect or error covered by this warranty occurs, Customer will provide Company with sufficient detail to allow Company to reproduce the defect or error. If notified in writing by Customer, Company will, at its sole option, either (a) correct such error or defect in the Product, at no cost to Customer and within a reasonable time, by issuing corrected instructions, a restriction, or a bypass or (b) accept return of the Product and refund any license or subscription fees previously paid by Customer in connection with such Product from the date of notification of the warranty claim, and Customer's right to use the Product will terminate. The foregoing sentence sets forth Customer's sole and exclusive remedy for Company's breach of this warranty. Company is not responsible for any defect or error caused by a Product that Customer has modified, misused, or damaged.

7.2 Mutual Warranties. Each Party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms and (b) it shall comply with all applicable laws. .

7.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION OR AN ORDER FORM OR ADDENDUM, COMPANY

MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR PROFESSIONAL SERVICES. COMPANY DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, OR PROFESSIONAL SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE PRODUCTS OR PROVISION OF THE PROFESSIONAL SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY A PRODUCT OR DOCUMENTATION, OR IN CONNECTION WITH THE PROFESSIONAL SERVICES, IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE PRODUCTS OR DOCUMENTATION OR RECEIPT OF THE PROFESSIONAL SERVICES.

8. INDEMNIFICATION

8.1 Defense by Company. Company will, at its expense, indemnify, defend and hold harmless Customer from any third party claim, proceeding, or suit ("**Claim**") brought by a third party against Customer alleging that Customer's use of a Product in accordance with the terms of the Agreement, infringes or misappropriates any patent, copyright, or trademark; provided that; (a) Customer gives Company prompt written notice of the Claim; (b) Customer grants Company full and complete control over the defense and settlement of the Claim; and (c) Customer provides assistance in connection with the defense and settlement of the Claim as Company may reasonably request. Customer will not defend or settle any Claim subject to indemnification under this Section without Company's prior written consent. Customer will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Company will have sole control over the defense and settlement of the Claim. If Company becomes aware of, or anticipates, a Claim subject to indemnification under this section, Company may, at its option (a) modify the Products that are the subject of the Claim so that they become non-infringing, or substitute functionally equivalent products; (b) obtain a license to the third-party intellectual property rights giving rise to the Claim; or (c) terminate the affected Order Form(s) on written notice to Customer and refund to Customer any pre-paid but unused fees.

8.2 Defense by Customer. Customer will, at its expense, indemnify, defend and hold harmless Company from any third-party Claim arising out of or based upon Customer's breach of Section 2.6 (Use Restrictions); provided that: (a) Company gives Customer prompt written notice of the Claim; (b) Company grants Customer full and complete control over the defense and settlement of the Claim; and (c) Company provides assistance in connection with the defense and settlement of the Claim as Customer may reasonably request. Company will not defend or settle any Claim subject to indemnification under this Section without Customer's prior written consent. Company will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Customer will have sole control over the defense and settlement of the Claim.

8.3 Exclusions from Obligations. Company will have no obligation under this Section for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following (a) use of a Product in combination with other products or services not provided by Company if such infringement or misappropriation would not have arisen but for such combination; (b) the Product was provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of a Product by Customer for purposes not intended or outside the scope of the license granted to Customer;; or (d) any modification of a Product not made or authorized in writing by Company where such infringement or misappropriation would not have occurred absent such modification.

8.4 THIS SECTION STATES EACH PARTY'S ENTIRE LIABILITY TO THE OTHER AND EACH PARTY'S SOLE REMEDY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

9. LIMITATIONS OF LIABILITY

9.1 Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

9.2 Cap on Liability. EXCEPT FOR (I) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS; AND/OR (III) A BREACH OF SECTION 2.6, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID AND/OR PAYABLE BY CUSTOMER TO COMPANY UNDER THE ORDER FORM OR SOW WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

9.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

10. GENERAL

10.1 Relationship. Company will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

10.2 Assignability. Neither Party may assign its right, duties, or obligations under this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed, except that either party may assign this Agreement to an Affiliate or a successor, or in connection with the sale of all of the assets or business to which this Agreement relates.

10.3 Export. Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under this Agreement. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export Products. The Products, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the Products are not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

10.4 U.S. Government Restricted Rights. The Software is commercial computer software, as that term is defined in 48 C.F.R.

§2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

10.5 Subcontractors. Company may utilize subcontractors or other third parties to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.

10.6 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth on the applicable Order Form and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party. Notices are deemed given 2 business days following the date of mailing or 1 business day following delivery to a courier.

10.7 Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement (except for failure to make payments when due) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

10.8 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of North Carolina, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Wake County, North Carolina in connection with any action arising out of or in connection with this Agreement.

10.9 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

10.10 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of a Product under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use Products will immediately terminate.

10.11 Order of Precedence. Any conflict between an Order Form, an Addendum, or this Agreement will be resolved according to the following order of precedence: (1) the Order Form; (2) the Addendum; and (3) the Master Terms.

10.12 Publicity. Company may identify Customer as a customer in marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo). Any other uses of either party's name and logo shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

Customer agrees to use its reasonable, good faith efforts to promote the Product, which includes without limitation (a) posting a link on Customer's main website page to download of the Product, (b) emailing or otherwise notifying the residents in the geographical area of the availability of the Product and associated services, and (c) contacting local news and media outlets about the availability of the Product and associated services.

10.13 Company may identify Customer as a customer in marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo). Any other uses of either party's name and logo shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

10.14 Notice Regarding Apple. This Section applies to the extent that the Product licensed to Customer is a mobile application on an iOS device. Customer acknowledges that this Agreement is between Customer and Company only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Product or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Product. If the Product fails to conform to any applicable warranty, Customer may notify Apple and Apple will refund any applicable purchase price for the mobile application to Customer; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Product. Apple is not responsible for addressing any claims by Customer or any third party relating to the Product or Customer's possession and / or use of the Product, including: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Product and / or Customer's possession and use of the Product infringes a third party's intellectual property rights. Customer agrees to comply with any applicable third party terms when using the Product. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and upon Customer's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third party beneficiary of this Agreement. Customer hereby represents and warrants that: (a) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

10.15 Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these Parties regarding the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the Parties relating to other products or services of Company that are not described in an Order Form and with respect to which Customer has executed a separate agreement with Company that remains in effect. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the Party against whom enforcement is sought. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically provides a written acceptance of such provision signed by an authorized agent of Company.

Company	**Customer**

Executed by	Executed by
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature:

ROCK SOLID TECHNOLOGY, INC. ORDER FORM

		Term Start Date:	Effective Date
Dollar Values:	All quoted in USD	**Term End Date:**	June 30, 2023
Payment Terms:	Net 30 Days	**Annual Increase:**	5%
Billing Cycle:	Annual in advance	**Automatic Renewal:**	Yes:1 year Renewal Terms

SOFTWARE FEES		
Technology Fees	**Qty**	**Total Cost per Year**
Annual Knowledge Base subscription	1	$2,550.00
Annual Messaging subscription	1	$4,080.00
Single Sign-on: Annual Subscription	1	$3,400.00
Annual fee for access to staging smartphone app	1	$4,080.00
SMS Block: Up to 100,000 SMS Messages	2	$4,000.00
Annual fee for access to a web staging instance for development and testing	1	$5,100.00
Annual Maintenance: OneView Enterprise Platform	1	$15,300.00
Annual Maintenance for Waste Reminders	1	$8,670.00
Total Annual SaaS Fees: ***Subsequent Years SaaS Fees subject to a 5% Annual Increase.**		**$47,180.00**

IMPLEMENTATION SERVICE FEES (One-time Fees)			
ITEM	**Quantity**	**Unit Price Per Quantity**	**Total Cost**
Setup fee for Knowledge Base	1	$750.00	Waived
Setup fee for Messaging	1	$1,750.00	Waived
Single Sign-On: Setup	1	2,500.00	Waived
Setup fee – access to staging smart phone app	1	$1,200.00	Waived
Setup fee – access to web staging; development and testing	1	$1,500.00	Waived
Initial OneView Platform Setup	1	$1,750.00	Waived

Total One-Time Fees:	**$0.00**
All Implementation Service Fees above are a fixed-fee amounts. Quantities are only estimates of the amount of work to be performed.	

TERMS AND CONDITIONS

1. By signing this Order Form or submitting a purchase order or other ordering document to Company pursuant to this Order Form, Customer hereby orders from Rock Solid Technology, Inc. ("Company") the Products and other goods or services described in this Order Form. All payments are non-cancelable and non-refundable, except as otherwise outlined in Section 5 of Agreement. Customer may not cancel any portion of this Order Form during the Initial Subscription Term. If Company terminates this Order Form due to Customer's non-payment, all unpaid fees for the remainder of the Term will be immediately due. Fees do not include any taxes, duties, or other governmental charges, all of which are Customer's responsibility.
2. This Order Form is incorporated into the Master Customer Agreement dated between the parties (the "Agreement"). The Agreement is incorporated by reference, in its entirety, and together with this Order Form constitutes the Agreement relating to the products and services under this Order Form. Company objects to any other additional or different terms in the Customer's purchase order or acceptance. All capitalized terms not defined in this Order Form shall have the meanings given in the Agreement. In the event of any conflicts or inconsistencies among this Order Form and the Agreement, the Agreement shall prevail.
3. If Subscriber requests an integration or an integration is included as part of the Software Subscription Package, Subscriber must provide Provider the necessary publicly accessible web service endpoint(s) (**"Endpoints"**). The Endpoints must be standard, based on an official software release by the third-party vendor, and cannot be modified in any way. If the Endpoints have been modified, additional fees may apply as determined by Provider.
4. Any and all custom software development performed by Provider not included in the fees above are billed at current hourly rates and subject to an agreed upon statement of work.

ADDENDUM A
Integration Feature Matrix Integration Feature Matrix

Last Updated: February 2, 2021

The following outlines the direction of data flow to and from Software and Third-Party Product.

Objects Created in Software

Service Request ("SR") – When an SR is created in Software, a new SR is created in the Third-Party System.

Comment – When a comment is created in Software on an SR, a comment is created in the Third-Party System and associated with the corresponding SR.

Contact – When a contact is created in Software during the creation of an SR, a contact is created in the Third-Party System and associated with the corresponding SR.

Attachment – When an attachment is created in Software on an SR, an attachment is created in the Third-Party Product and associated with the corresponding SR.

Third-Party Product	SR	Comment	Contact	Attachment
Cartegraph	Yes	Yes	Yes	Yes
Cityworks 2015	Yes	Yes	Yes	Yes
Cityworks 15.1+	Yes	Yes	Yes	Yes
Lucity	Yes	Yes	Yes	Yes
Accela	Yes	No	Yes	Yes
Hansen REST	Yes	Yes	Yes	Yes
Sungard Fusion	Yes	Yes	Yes	Yes
Salesforce	Yes	Yes	Yes	Yes
Dynamics 365	Yes	Yes	Yes	Yes

Objects Created in Third-Party Product

Service Request – When an SR is created in the Third-Party Product, a new SR is created in Software.

Comment[1] – When a comment is created and added to an SR in the Third-Party Product, a comment is created for the corresponding SR in Software. If the comment is marked as public in the Third-Party Product, that comment will be marked public. If the comment is marked as private, the comment will be created as a Private Note.

Contact – When a contact is created for an SR in the Third-Party Product, a contact is created in Software and associated with the corresponding SR.

Attachment – When an attachment is created and added to an SR in the Third-Party Product, an attachment is created in Software and associated with the corresponding SR.

Third-Party Product	SR	Comment	Contact	Attachment
Cartegraph	Yes	Yes	N/A	Yes
Cityworks 2015	Yes	Yes	N/A	Yes

[1] Changes for this object/property are polled every three hours beginning at either 12AM PST or 1AM PDT.

Cityworks 15.1+	Yes	Yes	N/A	Yes
Lucity	No	Yes	N/A	No
Accela	No	No	Yes	No
Hansen REST	No	Yes	Yes	No
Sungard Fusion	No	Yes	N/A	No
Salesforce	No	Yes	Yes	No
Dynamics 365	No	Yes	Yes	No

Objects Updated in Software

Service Request – When an SR is updated in Software, no action is taken in the Third-Party Product.

Comment – When a comment is updated in Software, no action is taken in the Third-Party Product.

Contact – When a contact is updated in Software, no action is taken in the Third-Party Product.

Attachment – When an attachment is updated in Software, no action is taken in the Third-Party Product.

Objects Updated in Third-Party Product

SR (Status Only)[1] – When an SR's status is updated in the Third-Party Product, the corresponding SR's status is updated in Software. Once a status has been marked "closed", Software will stop polling the Third-Party Product for changes.

Comment – When a comment is updated in the Third-Party Product, no action is taken in Software.

Contact – When a contact is updated in the Third-Party Product, no action is taken in Software.

Attachment – When an attachment is updated in the Third-Party Product, no action is taken in Software.

Integration	SR Status	Comment	Contact	Attachment
Cartegraph	Yes	No	N/A	No
Cityworks 2015	Yes	No	N/A	No
Cityworks 15.1+	Yes	No	N/A	No
Lucity	Yes	No	N/A	No
Accela	Yes	No	No	No
Hansen REST	Yes	No	No	No
Sungard Fusion	Yes	No	N/A	No
Salesforce	Yes	No	No	No
Dynamics 365	Yes	No	No	No

Special Operations

Address Lookup – During the creation of an SR in the Third-Party Product, an address is queried in the Third-Party Product based on the SR's X/Y coordinates. If a result is found, that address' unique ID is the associated to the SR prior to inserting the SR into the Third-Party Product.

Third-Party Product	Address
Cityworks 2015	N/A
Cityworks 15.1+	N/A
Lucity	N/A
Accela	Yes
Hansen REST	N/A
Sungard Fusion	Yes
Salesforce	N/A
Dynamics 365	N/A

The above information is subject to change. In addition, Company is not responsible for changes made by Third-Party Product nor alternations made by Customer or affiliates to Third-Party Product configuration.