



Board of Commissioners

Work Session

January 13, 2026

6:30 PM

AGENDA

1. Call to Order
2. Consideration of Agenda
3. Consideration of Approval for the Town Campus Owner's Representative – Amy Stevens, Finance Director & Jessica Killian of Turner, Townsend & Heery
4. Capital Improvement Project Updates – Eric Marsh, Town Manager and Staff
5. Five-Year Capital Improvement Plan Financial Update – Davenport Financial Advisors
6. Financial Policy Updates – Amy Stevens, Finance Director
7. Adjourn

This meeting is designed as a work session for board members to receive, review, and discuss information prepared by staff. Only staff and board members can speak during this meeting. Citizens are reminded that during the public comment period at regular board meetings, held on the first Tuesday of each month, they may express concerns. Citizens are also welcome to contact the Town Clerk at other times by phone or email.



Memorandum

To: Mayor and Town Board
From: Amy Stevens, Finance Director
Date: January 7, 2026
Re: Town Campus Owners Representative, Agenda Item # 3

Project Summary

This project is to construct a multi-building government complex on a 17-acre site close to downtown. The first phase includes Site Development, a Police Station, and a Main Fire Station. The Town is using the Construction Manager at Risk method of construction. ADW has been selected as the architect and SAMET as the contractor.

Owner's Representative

Staff have evaluated internal capacity and recommend contracting with an Owner's Representative to provide advisory services for this complex, multi-phased project. An Owner's Representative functions as a center point for communication and coordination, ensuring the project is delivered on time and within budget. While these services do have a cost, they are often offset by savings from strategic decision-making and avoidance of project delays.

Solicitation & Selection

Town staff issued a Request for Qualifications (RFQ) on October 31 seeking vendors who provide capital project advisory services. Ten vendors responded to the RFQ by the November 14 deadline. A review panel including the Town Manager, Capital Project Manager, Finance Director, and AP Accounting Technician was formed. After a review of submitted materials, interviews with the top candidates, and reference checks of former clients, the review panel recommends Turner & Townsend Heery be engaged for these services.

Turner & Townsend Heery is a national firm with a local presence in Raleigh. The Project Team for this engagement is Jessica Killian, PE, PMP; Charles Bostek, CMT; and Mike Aresco, MBS, CCM. The firm has extensive experience with public projects in North Carolina, including fire stations and public safety centers, and recognizes the importance of community engagement and public communication during project execution.

Next Steps

The services provided by an Owner's Representative will vary by owner and project. Town staff have finalized a scope for this engagement, and the cost for services related to the site, Police Station, and Main Fire Station is expected to be \$745,259. This cost has been anticipated in the updated CIP financial projection.

Recommended Action

Authorize the Town Manager to execute a contract with Turner & Townsend Heery for Owner's Representative services for the Town Center project, subject to Town Attorney review.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made between the **TOWN OF ROLESVILLE**, a North Carolina municipal corporation and body politic (the “Town”); and Turner & Townsend Heery (the “Professional”).

WITNESSETH

WHEREAS, the Town has determined it to be in the interests of the Town and the public to commission the Professional to perform services for the following project: owner’s representative for Town Campus site, Police Station, Main Fire Station capital projects (the “Project”) and described with greater particularity in the Professional’s proposed scope of work attached hereto and incorporated herein as Exhibit A (the “Proposal”); and

WHEREAS, pursuant to the requirements of North Carolina General Statute § 143-64.31, the Town has selected the Professional to perform the services required by this Agreement on the basis of demonstrated competence and qualification for the type of professional services required.

NOW, THEREFORE, the Town and the Professional, for the consideration hereinafter set forth, agree that the Professional shall perform the professional services of the Project, consistent with the provisions of this Agreement and the Proposal, at the times, in the manner, at the prices, and at the places referred to as set forth in the Proposal.

DEFINITIONS.

- “**Agreement**” means this PROFESSIONAL SERVICES AGREEMENT, together with all exhibits attached hereto and incorporated herein.
- “**Background IP**” means the Professional’s pre-existing materials and methodologies.
- “**Change Order**” means a written amendment to this Agreement executed by both parties memorializing a change that affects compensation or schedule.
- “**Deliverables**” means the drawings, reports, specifications, data, and other tangible work product identified in Exhibit A to be furnished by Professional to Town as part of the Services.
- “**Instruments of Service**” means the Professional’s preliminary calculations, notes, models, and other technical documents prepared in providing the Services.
- “**Services**” means the professional services described in Exhibit A to be performed by the Professional.

SECTION 1. COMPENSATION AND PAYMENT. The Town shall compensate Professional as provided in the Proposal, subject to the following additional terms and requirements: For Professional’s Services in performance of the Project, total compensation is on a time and materials basis and shall not exceed \$745,259 without a properly approved Change Order. Reimbursable

expenses as may be described in the Proposal will be paid at cost without markup and must be pre-approved; travel expenses, if allowed, are limited to rates consistent with the State of North Carolina travel policy. Each monthly invoice must include a summary by task, percent complete, labor categories and hours, rate, extended amounts, a list of reimbursables with receipts for any item over \$50, and the current not-to-exceed balance. The Town shall make payments on invoices within thirty (30) days of receipt of a complete and accurate invoice. Town shall not be obligated to pay for Services performed beyond the not-to-exceed amount or beyond the authorized scope absent a fully executed Change Order. In the event the Town questions the amount of any invoice, any sums not in dispute shall be promptly paid and the disputed amounts paid upon adjustment and/or resolution of the dispute.

SECTION 2. COMMENCEMENT OF WORK; STANDARD OF CARE. Professional agrees to begin work on the Project promptly upon receipt of a notice to proceed from the Town. Professional shall perform the Services with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Research Triangle region of North Carolina. Professional shall not engage in any activity or accept any employment, that would reasonably appear to compromise Professional's professional judgment with respect to this Project.

SECTION 3. SCHEDULE. As soon as practicable after the date of this Agreement, Professional shall submit for the Town's approval a schedule for the performance of services as established by the Proposal (the "Schedule"). The Schedule shall establish an estimate of the time necessary for completion of tasks, task categories, and the Project to a state of final deliveries. The Schedule shall include allowances for periods of time required for the Town's review of drafts.

Once the Schedule is agreed to by the Town, it shall be the responsibility of Professional to maintain reasonable progress consistent with the Schedule. If for any reason it appears any task of the Project will be delayed, the Professional shall notify the Town, in writing, prior to the due date of that phase with an explanation of the reason(s) for the delay. If the delay(s) are approved by the Town, the Schedule shall be modified and the agreement may be amended as necessary. Failure to give the required notification of delay or failure to meet the Schedule timeline shall constitute failure to perform in accordance with the terms of this Agreement and the Town may pursue all remedies provided by law or equity, including Agreement termination.

Town may, for its convenience, direct Professional to suspend all or part of the Services by written notice. Professional shall promptly resume upon Town's direction and propose a recovery schedule; schedule and compensation impacts, if any, will be addressed by Change Order.

SECTION 4. SCOPE OF SERVICES; DELIVERABLES; CHANGES. Professional shall perform the Services and furnish to Town the Deliverables. Town may, by written directive, make changes to the scope, sequence, or timing of the Services. Any change that affects compensation of Professional or the timing of the Schedule must be memorialized in a written Change Order executed by both parties before the changed work is performed. Professional shall, without additional cost to Town, promptly correct any portion of the Services or Deliverables that fails to meet the standard of care, if Town notifies Professional within one year after final acceptance of the applicable Deliverable.

SECTION 5. INSURANCE. Professional, at its own expense, shall maintain the following insurance throughout the term of this Agreement and, for claims-made as against professional liability, for not less than three (3) years after final completion:

- Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate.
- Automobile Liability (any auto): \$1,000,000 combined single limit.
- Workers' Compensation: Statutory; Employers' Liability: \$500,000 each accident/disease.
- Professional Liability (Errors & Omissions): \$2,000,000 per claim; \$2,000,000 aggregate; claims-made form with retroactive date no later than the Effective Date.

Town, its officers, officials, employees, and agents shall be named as additional insureds on the Commercial General Liability and Auto Liability policies for ongoing and completed operations, on a primary and non-contributory basis, with a waiver of subrogation in favor of Town on CGL, Auto, and Workers' Compensation where permitted by law. Insurers shall be licensed in North Carolina with an A.M. Best rating of A- VII or better. Certificates of insurance (Exhibit B) and required endorsements shall be provided before issuance of a notice to proceed and upon renewal. Failure to maintain required insurance is a material breach.

SECTION 6. INDEMNIFICATION; GOVERNMENTAL IMMUNITY. Professional indemnifies and holds harmless the Town and its officers, officials, employees, and agents from and against claims, damages, losses, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts or omissions or willful misconduct of Professional, its employees, or subconsultants in the performance of the Services. This indemnity shall not require Professional to indemnify Town for Town's own negligence or for the negligence of others. Nothing herein shall be construed as a duty to defend. Nothing in this Agreement shall be construed as a waiver of Town's governmental or sovereign immunity or any other defenses available to Town under North Carolina law. Any limitation of Professional's liability or exclusion of damages shall be void and of no effect against Town unless expressly set forth in this Agreement and approved by Town's authorized official.

SECTION 7. INTELLECTUAL PROPERTY; OWNERSHIP; LICENSE. Upon Town's payment for the applicable Services, Town shall own the Deliverables. Professional retains ownership of its Instruments of Service and its Background IP; however, Professional grants Town a perpetual, irrevocable, royalty-free, non-exclusive license to use, reproduce, and create derivative works from the Instruments of Service and Background IP as embedded in or necessary to use the Deliverables for Town's governmental purposes related to the Project, including future maintenance, alterations, or additions. Professional shall obtain equivalent rights for Town from subconsultants.

SECTION 8. PUBLIC RECORDS; CONFIDENTIALITY; TRADE SECRETS. Professional acknowledges that Town is subject to North Carolina public records law. Records in Professional's possession that are made or received in connection with the transaction of public business may be public records. Professional shall clearly mark, at the time of submission, any

portion of materials it contends are trade secrets under applicable law and provide a legal basis for the same. Town will use reasonable efforts to notify Professional of public records requests implicating such materials, but will make disclosures as required by law.

SECTION 9. RECORDS RETENTION AND AUDIT. Professional shall maintain complete and accurate project and accounting records sufficient to document performance and charges under this Agreement for a period of at least five (5) years after final payment. Town, its auditors, and state and federal authorities may audit such records upon reasonable notice.

SECTION 10. DATA SECURITY. If Professional will access Town data that includes personal or confidential information, Professional shall implement and maintain appropriate safeguards, shall notify Town without unreasonable delay upon discovery of any data breach impacting such data, and shall cooperate with Town's incident response.

SECTION 11. PUBLIC ANNOUNCEMENTS. Unless otherwise required by applicable law, Professional shall not issue any press releases, make any public announcements, or otherwise communicate with any news media regarding this Agreement or the transactions contemplated hereby without the prior written consent of the Town, (which consent shall not be unreasonably withheld), and the parties shall cooperate as to the timing and contents of any such approved announcements.

SECTION 12. SUBCONSULTANTS AND KEY PERSONNEL. Professional shall not use any subconsultants not referenced in the Proposal without Town's prior written consent. Professional shall not replace any key personnel identified in the Proposal without Town's prior written consent, not to be unreasonably withheld. Professional shall cause its subconsultants to agree in writing to terms no less protective of the Town than those in this Agreement.

SECTION 13. REPRESENTATIONS & COMPLIANCE WITH LAW. Professional represents and warrants that it is duly organized, validly existing, and in good standing in its state of organization; is authorized to transact business in North Carolina; and that all services requiring a professional license will be performed under the responsible charge of a duly licensed North Carolina professional. Professional further certifies that: (a) Professional and its subconsultants will comply with all applicable laws; (b) Professional participates in E-Verify as required by North Carolina law; (c) Professional is not debarred or otherwise excluded from federal or state contracts; (d) Professional is not on any list maintained by the North Carolina State Treasurer prohibiting public contracting; (e) Professional will not discriminate in employment; and Professional further warrants that Professional has no conflicts of interest in the entering of this Agreement and has not made improper gifts to Town officials.

SECTION 14. INDEPENDENT CONTRACTOR. Professional is an independent contractor and not an employee, agent, or partner of Town. Professional has exclusive control over the manner and means of performing the Services, subject to the requirements of this Agreement.

SECTION 15. ADDITIONAL SERVICES. In the event the Town requests that Professional perform services over, above, and beyond the services described herein as part of the Project scope, Professional shall be paid for such additional services as agreed upon by the parties in writing prior to beginning the work.

SECTION 16. TERMINATION OF AGREEMENT.

16.1 The Town may terminate this Agreement for any reason upon ten (10) calendar days' written notice.

16.2 This Agreement may be terminated by either party upon seven (7) calendar days' written notice should one party fail to perform in accordance with the terms of this Agreement through no fault of the other.

In event of termination, the Professional shall receive payment for Services properly performed prior to the effective date of termination, subject to any setoffs. Upon termination, Professional shall deliver to Town all completed Deliverables and work-in-progress, in editable native formats to the extent practicable.

SECTION 17. NO PLEDGE OF TAXING POWER; PREAUDIT. Professional acknowledges that all terms and conditions of this Agreement are dependent upon appropriation of funds. This Agreement shall automatically terminate if funds cease to be available. Pursuant to the Local Government Budget and Fiscal Control Act, this Agreement shall not be effective until the Finance Officer has preaudited this obligation by executing the certificate included on the signature page of this Agreement. No work shall begin and no payment shall be due until the preaudit certificate has been executed.

SECTION 18. GOVERNING LAW. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

SECTION 19. DISPUTE RESOLUTION. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation pursuant to guidelines of the North Carolina Dispute Resolution Commission. Pending the resolution of any dispute, the Professional shall continue to render services under this Agreement and the Town shall continue to make payments of amounts due the Professional under this Agreement. If the parties are not able to resolve a dispute through mediation pursuant to this Section, either may proceed with litigation in the courts of Wake County, North Carolina who shall have exclusive jurisdiction over the matter.

SECTION 20. ATTORNEYS' FEES. In the event that either party institutes any legal suit, action, or proceeding, including arbitration or a special proceeding arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

SECTION 21. ASSIGNMENT. Professional may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Town. Any purported assignment or delegation in violation of this Section shall be null and void. No permitted assignment or delegation shall relieve the Professional of any of its obligations hereunder.

SECTION 22. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

SECTION 23. FORCE MAJEURE. No party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from one or more of the following: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; or (g) national or regional emergency (each a “Force Majeure Event”). The party suffering a Force Majeure Event shall give Notice promptly to the other party and shall use diligent efforts to end the failure or delay and ensure its effects are minimized. Financial inability to perform shall not constitute a Force Majeure Event.

SECTION 24. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications hereunder, whether required by this Agreement or in any way related to the transaction contracted for herein (each, a “Notice”) shall be void and of no effect unless given in accordance with the provisions hereof. A Notice shall be in writing and shall be deemed to have been given (a) when delivered by hand to the addressee (with written confirmation of receipt) or upon refusal of delivery; (b) when received by the addressee if sent by a nationally recognized overnight courier (with written confirmation of receipt) or upon refusal of delivery; (c) on the date sent by email (with confirmation of transmission) if sent during normal business hours; or (d) on the fourth (4th) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).

Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section):

If to the Town:

Eric Marsh, Town Manager, PO Box 250, 502 Southtown Cir, Rolesville NC 27571

If to the Professional:

SECTION 25. NO WAIVER. No failure or delay by either party in exercising any right shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right.

SECTION 26. SEVERABILITY. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SECTION 27. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing

herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 28. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between the Town and the Professional and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a subsequent written instrument.

SECTION 29. HEADINGS. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

SECTION 30. EXHIBITS. All exhibits attached hereto are incorporated into this Agreement by reference.

SECTION 31. ORDER OF PRECEDENCE. In the event of a conflict between this Agreement and any exhibit, including the Proposal, the terms of this Agreement control.

SECTION 32. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement, or executed counterpart signature pages of this Agreement, delivered by fax, email in portable document format (PDF), or other electronic transmission intended to preserve the original graphic appearance of the document shall be deemed to have the same legal effect as delivery of an original, signed copy of this Agreement. Without limiting the foregoing, a copy of this Agreement or any other writing required under this Agreement that is executed with an electronic signature as defined by the Uniform Electronic Transactions Act (N.C. Gen. Stat. § 66-311 et seq.) shall be deemed as binding upon the maker as any signature or mark made by ink or otherwise.

SECTION 33. EFFECTIVE DATE. The effective date of this Agreement shall be the later of the dates of execution of this Agreement as conclusively determined from the dates written beneath the parties' respective signatures.

***REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE & EXHIBIT PAGES FOLLOW***

IN WITNESS WHEREOF, the Town and the Professional have each executed this Agreement, as of the date set forth beneath their respective signature blocks.

The "Professional"

By: _____
Name: _____
Title: _____
Date: _____

The "Town"

TOWN OF ROLESVILLE

By: _____
Name: _____
Title: _____
Date: _____

PREAUDIT CERTIFICATE

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

Finance Officer

Exhibit A

Owner's Representative Scope Matrix

Scope/Task	
Program/Project Scope Development	
None – Phase complete	
Pre-Design/Design Phase Services	
	Determine what consultants and services will be necessary to deliver the project(s) in compliance with all applicable Federal/State/Local regulations, and oversee the permitting, procurement, contracting, monitoring, and management of all project consultants, design professionals, contractors and vendors and their associated scope on behalf of the Owner.
	Support and manage the community/meeting process.
	Identify all State and Local agencies that will be utilized during the review process and oversee the submittal process. This will include coordination of all road improvements/ site development requirements with State and Local agencies.
	Coordinate with the design team throughout the design phases and create progress reports to be delivered to Owner.
	Develop and update a Master Program Budget, by project, to be tracked from start to completion of the project and adherence to program assumptions. Maintain accountability to the budget, monitor, identify cost savings and design options/products, maintain tracking of and review project costs to confirm that the project is designed within the budget and, where possible, to avoid value engineering at the end of the design process. Serve as liaison with district staff in all budget matters.
	Owner's Representative is to maintain, track and coordinate use of any project reserve accounts (contingencies) with the Owner. At no time should the reserve account be used for project expenses unless approved by the Owner.
	Compile and update Master program and project schedule milestones for all design phases, design review, bidding activities, purchase of major equipment, lead times for fixtures and equipment, coordination of activities outside construction, and coordination of key points with Owner.
	Establish Owner's Representative as the central point of contact for coordinating all project activities including process for approvals, maintenance of project records, responses to inquiries from consultants, suppliers and contractors, transfer of information to decision makers, coordination of project information flow and progress reports to the Owner, and general public as required.
	Work with the Owner's consultants and vendors to develop, implement, and coordinate technology needs.
Assist with Schematic Design	
None – Phase complete	
Assist with Design Development	
	Develop FF&E requirements including inventory of all existing FF&E. Monitor FF&E budget for compliance with Owner's budget. Assist the Owner with the selection of an FF&E vendor or if included in the design team's scope, review all decisions with the Owner.
	Review of drawings/specs and cost estimate with Owner and make recommendations prior to proceeding to Construction Documents.
	Provide monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.
Assist with Construction Documents	
	Coordinate and assist the Owner in the review of construction documents/specifications and cost estimates for approval of construction documents.

Coordinate acceptance of the Construction Documents and finalize pricing.
Provide monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.
Assist with the Bidding Process
Coordinate with agencies affected.
Coordinate and review any modifications to pricing with the Owner.
Review insurance and bonding requirements. Review general contractor insurance certificates for the requirements of the state. Once insurance and bonding certificates have been received and approved by the O/R, forward certificates to the Owner. As the general contractor's insurance is renewed the O/R is to provide updates to the Owner until the general contractor no longer holds the project insurance.
Oversee Construction Process
Take necessary action such that terms of the contract are enforced.
Monitor safety compliance with all Federal/State/Local requirements (not limited to OSHA, EPA, and EEO) thru the General Contractor.
Participate in construction meetings as established (weekly or bi-weekly).
Assist in preparation of materials for the Owner to distribute to their staff and local neighbors indicating construction timeframes, rules during construction and what to expect.
Review construction progress as provided in construction management programs and take necessary action such that weekly minutes are accurate (including but not limited to construction progress, cost concerns, schedule, and outstanding issues).
Advise the Owner on issues including construction costs, schedule, coordination, and owner occupancy. Notify Owner if there is deviation from project progress.
Verify that inspections and testing reports take place as required. Review reports to take necessary action such that deficiencies are addressed.
Photograph construction progress. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Contractor. Notify the Owner of non-conforming work with the Contract Documents. O/R to coordinate with all consultants/ vendors responsible for the non-conforming work to implement a corrective solution.
Participate as part of the communications and distribution of construction directives including, but not limited to RFI, PCO, ASI actions.
Make recommendations to Owner in the review of pending Change Orders and notify the Owner of such. The O/R should review with the design team the proposed scope and costs assigned with the pending change order prior to reviewing with the Owner.
Assist in resolving any disputes or claims prior to final approval or denial of a Change Order.
Review appropriateness of each pay application with the design team and take necessary action such that lien/claim releases are executed and included with all pay applications and all disputes or claims are resolved prior to approval of a pay application.
Solicit and receive bids, coordinate delivery and installation for Owner purchased items which are contracted through the Owner including but not limited to FF&E.
Work with the Owner's consultants and vendors to coordinate the scheduling and implementation of technology and security as it applies to the project(s).
Work with the Owner to resolve any concerns and/or complaints by staff, and community members during construction.

Provide monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.
Assist with the Close-Out of the Project
Provide all services associated with building occupancy including, but not limited to, move coordination from existing locations to permanent location. Training of staff on new building functions, availability for on-site presence for punch list items upon occupancy. Coordination with all operational teams to address post-occupancy needs.
Confirm development and distribution of the Owner O&M model based upon the program needed pre-occupancy to determine the staff and maintenance needed annually.
Take necessary actions such that there is a seamless handover of projects to the Owner which includes, but not limited to warranty transfer, trainings, cut sheets, O&M information.
Assist in scheduling and developing punch lists for project completion and attend all walk throughs.
Coordinate and attend the training of staff on <u>all</u> systems including but not limited to mechanical, lighting, new equipment, etc. Verify that the Owner has been adequately trained in systems.
Coordinate transfer of stock supplies of materials to the Owner as indicated in the specs or construction agreement.
Collect and turn over to the owner all close-out documents and the acceptance of punch lists, Operational /Maintenance Manuals/Warranties, copies of construction drawings (including any as-builts or mark-ups by contractor during construction), specifications, shop drawings, construction directives, photos, and videos.
Provide description of final budget with record of expenditures.
Assist the Owner in acceptance and issuance of the final pay application and verify that the advertising for final payment has been completed.
Oversee that all third-Party inspections are complete, and all violations are corrected to allow for the issuance of a final certificate of occupancy (CO). If inspections are not complete and a building requires immediate occupancy and appropriate inspections indicate there are not life safety issues and a temporary certificate of occupancy (TCO) is issued, that prior to 90 days of issuance all inspections are completed to obtain CO or renewal of the TCO.
Initiate a team evaluation of the process and final product and include lessons learn for all participants.
Take necessary action such that proper inspections have been conducted, documented, and all permits are in place.
Assist the Owner During the Warranty Period
Make recommendations to Owner with regards to determining the warranty period. If an extended warranty is considered, assist the Owner with understanding the cost and value associated with extended warranties to evaluate if the Owner wants to consider for additional cost.
Schedule the 11-month warranty walk through with the design team if the warranty is minimum of 1 year.
Schedule the additional warranty walkthroughs as required (e.g., 23- month walk through).
Address with the Owner all building issues/complaints and determine necessary steps to take to address these items. Address warranty items to confirm the requirements of the warranty are met.
Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information affected through the warranty period.
Limitations of Authority
The Owner's Representative shall NOT:
Authorize deviations from the Contract Documents.
Approve substitute materials or equipment except as authorized in writing by the Architect and the Owner.
Personally, conduct or participate in tests or third-party inspections.

Assume any of the responsibilities of the design professionals, Contractors, Sub-contractors or of any other parties under contract with Owner.
Expedite the work for the Contractor.
Have control over or charge of or be responsible for design or construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work.
Issue a Certificate for Payment or Certificate of Substantial Completion or sign on the Owner's behalf.
Prepare or certify the preparation of a record copy of the drawings, specifications, addenda, Change Orders and other modifications.
Reject work or require special inspection or testing except as authorized in writing by the Architect.
Accept, distribute, or transmit submittals made by the Contractor that are not required by the Contract Documents.
Order the Contractor to stop the work or any portion thereof, except for safety reasons that immediately affect the life and safety of any staff or person.
Be responsible to verify the accuracy and completeness of documents and information provided by the Owner or other parties under contract with Owner.
Be responsible to detect, handle, remediate or dispose of hazardous or other pre-existing conditions at a project site.

EXHIBIT B
FEE PROPOSAL

Cost Proposal

This time-spent not to exceed cost proposal is based on estimated hours required to coordinate and implement the activities described in **Exhibit A** and the project status as of the date of this proposal. The proposed fee is based on hourly rates of the staff assigned to this project. Time will be billed based on actual hours by position listed on the hourly rate chart below.

1. **Project Management Services Fees.** As compensation for the performance of Services as defined in the Agreement, the Town shall pay to Turner & Townsend Heery a fee based on an hourly basis for the actual hours expended on the Project assignment. The Town will compensate Turner & Townsend Heery based on actual hours spent by Turner & Townsend Heery personnel on such Services utilizing the hourly rate schedule below, with total compensation not to exceed a fee of \$745,259 (Seven Hundred Forty-Five Thousand Two Hundred Fifty-Nine and NO/100 dollars) inclusive of fee and reimbursables.
2. **Hourly Rate Schedule.**

Position	Hrly Rate	Hrly Rate	Hrly Rate
	2026	2027	2028
Escalation	base	1.04	1.04
Project Executive	\$ 255.00	\$ 265.20	\$ 275.81
Project Director	\$ 220.00	\$ 228.80	\$ 237.95
Sr Construction Manager	\$ 170.00	\$ 176.80	\$ 183.87
Project Manager	\$ 150.00	\$ 156.00	\$ 162.24
Project Scheduler	\$ 150.00	\$ 156.00	\$ 162.24
Project Estimator	\$ 155.00	\$ 161.20	\$ 167.65
FF&E	\$ 165.00	\$ 171.60	\$ 178.46

3. **Reimbursables.** The Town shall reimburse Turner & Townsend Heery for all costs, expenses and charges of Turner & Townsend Heery in connection with the Services, as approved by the Town individually or as included in an approved reimbursable budget, and will include the following expenses: reproduction of drawings; local travel (mileage) to the Project jobsite, consultant offices or other Project related travel; and any specific nonrecurring charges directly attributable to the Project and approved by the Town. Reimbursables are not expected to exceed \$15,000.

We appreciate this opportunity to submit our proposal for professional services and look forward to working with you. Please contact me if you have any questions or if you need more information. If there are no objections to the proposal, please sign and date below to accept the terms and conditions.

Thank You,

Jessica M. Killian

Jessica M. Killian, PE, PMP
Vice President
Turner & Townsend Heery
Jessica.Killian@turntown.com



MEMORANDUM

TO: Mayor and Town Board
FROM: Eric Marsh, Town Manager
DATE: January 13, 2025
SUBJECT: 4.0 - Capital Projects and Infrastructure Update

PURPOSE

The purpose of this memorandum is to provide the Mayor and Town Board with an update on major capital projects and infrastructure initiatives currently underway or in planning across the Town of Rolesville.

TOWN CAMPUS INFRASTRUCTURE - Site Development, Police & Main Fire Station *Project Overview*

The Town Campus Project includes development of a new municipal complex consisting of a police station, fire station, town hall, library, and community center. The project is intended to centralize core public services, improve operational efficiency, and provide modern facilities that meet the needs of a growing community.

Status Update

- **ADW Architects** has been retained as project architect, and **SAMET** is serving as construction manager.
- **Turner & Townsend Heery** has been selected as Owner's Representative; the contract is currently being executed.
- Site development is in the final design and cost-estimating phase, with construction anticipated to begin in **mid-2026**.
- Both the **Police Station** and **Fire Station** are currently in the Design Development (DD) and cost-estimating phase.

MAIN STREET (MSVP U-6241) – DESIGN & CONSTRUCTION

Project Overview

The South Main Street Project includes roadway and infrastructure improvements to enhance safety, traffic flow, pedestrian accessibility, and connectivity. Improvements include utility upgrades, drainage, streetscape, and pedestrian facilities.

Status Update

- The **Main Street and Young Street intersection** is open to traffic; trench drains, pavers, and streetscape elements will be installed over the next four weeks.
- **Concrete medians** are being installed along Main Street to limit left turns, calm traffic, and address NCDOT safety concerns near Wall Creek Drive.
- **Sidewalks, multi-use paths, and new driveways** at Expert Auto Services are under construction and coordinated with NCDOT.
- The **new Burlington Mills intersection** is open, with a partial closure of the old Burlington Mills Road between Barrington Hills and Rolesville Middle School.
- **Signal upgrades** at Jonesville Road and Rogers Road are underway to coordinate with new signals and install pedestrian flashing crosswalks.
- **Wake Electric** is installing streetlights from Jonesville Road to Wall Creek Drive and will

extend lighting to the Burlington Mills section in the coming weeks.

- **Duke Energy and Pike** have completed lighting at Main and Young Streets and are continuing work toward Storage Drive.
- **Landscaping** will begin in early spring 2026 when planting conditions allow.
- **Final milling and asphalt paving** is planned for March 2026, consistent with NCDOT requirements.

GRANITE FALLS BOULEVARD RESURFACING

Project Overview

This project addressed pavement conditions and roadway safety through milling, resurfacing, utility adjustments, pavement markings, and associated concrete work.

Status Update

- Resurfacing is complete.
- Staff is completing project closure documents

GRANITE ACRES GREENWAY

Project Overview

This project includes a Town-owned pedestrian bridge and greenway connection between the Granite Acres neighborhood and Granite Falls Boulevard. Design is complete, and the Town has been awarded a **\$100,000 Recreational Trails Program grant** toward the estimated **\$600,000 project cost**.

Status Update / Next Steps

- The project is currently dependent on acquisition of an easement from the Granite Acres property owners.
- The matter remains in litigation, and the Town continues efforts to confirm its vested easement interest.
- Staff will provide additional updates as information becomes available.
- Cost estimates will be updated and evaluated to determine whether to proceed.

THE FARM – PHASE 1A (ENTRANCE)

Project Overview

Phase 1A included construction of two access drives from Highway 401, an internal street, and a parking lot to activate The Farm Park. Construction was completed in **February 2025**.

Status Update / Next Steps

- All construction work for Phase 1A is complete.
- Staff are working with NCDOT to execute an encroachment agreement to remove existing DOT fencing and install decorative black chain-link fencing along the park frontage.
- Upon approval, the new fencing will be installed in accordance with DOT requirements.
- Estimated cost: **\$50,000**.

THE FARM – PHASE 1B (EVENT CENTER)

Project Overview

Phase 1B includes development of a multi-purpose center, playground, and athletic fields to support expanding Parks and Recreation programming. **ADW** is leading redesign and engineering. The Town has allocated **\$12 million** for this phase.

The Town has also applied for a **Wake County Hospitality Tax Grant**, in partnership with **North Carolina FC (NCFC)**, to construct five soccer fields with supporting facilities at an estimated cost of **\$7.6 million**. The Town is additionally in discussions with the **Raleigh Red Oaks**, a collegiate summer league baseball team exploring Rolesville as a potential permanent home.

Status Update / Next Steps

- Project kickoff meeting held October 29, 2025.
- First design workshop conducted November 25, 2025.
- Second workshop scheduled for January 15, 2026, to refine the concept and narrow priorities.

MILL BRIDGE AMPHITHEATER

Project Overview

This project renovated the Mill Bridge Nature Park Amphitheater to improve accessibility and user experience, including ADA accommodations. The project was partially funded by a **\$365,000 Accessibility for Parks Grant** and completed in **May 2025**.

Status Update

- Project is complete.
- Grant closeout documentation has been submitted.
- Reimbursement from the State is pending.

SANFORD CREEK PLAYGROUND

Project Overview

Under the Joint Use Agreement with Sanford Creek Elementary School, the Town is responsible for major playground repairs. One playground requires resurfacing due to deteriorating rubber tiles. **WCPSS will reimburse 50% of project costs**.

Status Update / Next Steps

- Total project cost: **\$50,000** (Town share: **\$25,000**).
- Signed agreement received December 16.
- Staff are obtaining purchase order approval.
- Construction is anticipated in **Spring 2026**.

HUD MAIN STREET PARK ENHANCEMENTS

Project Overview

Main Street Park is a central element of the Town's downtown revitalization efforts. The Town has been allocated **\$406,000** in HUD funding to complete major repairs and improvements aligned with the Master Park Plan.

Status Update / Next Steps

- Environmental Review has been completed.
- Grant agreement is nearing finalization.
- Staff are coordinating with the federal grant administrator on procurement requirements.
- Projects will be advertised for bid in compliance with federal guidelines.

TOWN HALL HVAC

Project Overview

Four HVAC units were replaced in 2023. Replacement of the remaining three units has been deferred until system conditions warrant action.

Next Steps

- Staff will continue monitoring system performance with Public Works.
- Estimated future replacement cost: **\$80,000**.

**Town of Rolesville
PO Box 250 / Rolesville, North Carolina 27571 / RolesvilleNC.gov / 919.556.3506**



Memorandum

To: Mayor and Town Board
From: Amy Stevens, Finance Director
Date: January 7, 2026
Re: Capital Improvement Plan Financial Model Update

As we move into the annual budget process and move closer to taking action on debt for the Town Campus project, it is appropriate to pause for a moment to review and refresh the Five-Year Capital Improvement Plan (CIP).

The last update you received on this plan was in March 2025. Since that time, changes have occurred that affect both revenues and expenditures on several major capital projects.

Staff have been working with the Town's financial advisor, Davenport Public Finance, to update the five-year financial model. Staff from Davenport will attend the January 13 meeting to present the updated model, which includes the effects on debt ratios and debt affordability indicators.

Our goals for this work session are to:

Reaffirm that the project plan reflects the Town Board's priorities

Provide assurance regarding the upcoming debt issuance for the Town Campus site, Police Station, and Main Fire Station projects

Recommended Action

No action requested.



Memorandum

To: Mayor and Town Board
From: Amy Stevens, Finance Director
Date: January 7, 2026
Re: Financial Policy Updates

Financial Policy

It has been almost ten years since the Town Board reviewed and updated the Town's Financial Policy. The policy adopted June 6, 2016 has remained largely relevant, so there are no significant policy changes proposed in the attached resolution. Some wording and redundancies have been edited, and there are two important additions:

- 1) Policy on debt ratios. These are the ratios reviewed by Davenport Financial Advisors as we discuss the debt capacity of the Five-Year CIP. We will commit to tracking these benchmarks annually, with the goal of establishing policy benchmarks.
- 2) Added section on Cash Management & Investments. This is not a change to existing policy, but merely to memorialize current practice. A written policy on this topic is recommended by the NC Government Finance Officers Association (NCGFOA).

Given the length of time since the last discussion of this policy in whole, we'll review the entire document as if it is new.

Purchasing Policy

The Purchasing Policy is separate from the overall Financial Policy since it is a more technical document which is based upon NC General Statutes and Federal Uniform Guidance. There are two updates to this policy:

- 1) Staff have been working with the Town Attorney for several months to completely revise and clarify the contract approval process for the Town. Many of these changes are needed as the Town organization grows and operations become more decentralized.

The team working on this update are recommending further clarification to the contract approval authority outlined in the Purchasing Policy. These changes will more clearly delineate who within the organization has authority to sign agreements at varying thresholds.

- 2) The federal government has updated the several purchase thresholds within Uniform Guidance. Changes are proposed to the Town's policy to reflect these higher limits.

Recommended Action

No action required. We anticipate including these policies on the February 3 agenda for approval.

Attachments

- Resolution Regarding Fiscal Policy
- Resolution Regarding Purchasing Policy Update

RESOLUTION REGARDING FISCAL POLICY

WHEREAS, North Carolina General Statutes, Chapter 159, Subchapter III “The Local Government Budget and Fiscal Control Act” set out the responsibilities for the fiscal management of local governments across the State; and

WHEREAS, the governing board and staff of the Town of Rolesville, North Carolina recognize the importance of maintaining strong fiscal management of local government funds; and

WHEREAS, due to continued community growth and changes in the operating environment, it is important to review and revise financial policies from time to time.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Town of Rolesville that the following policies apply to the financial management of the Town of Rolesville:

PURPOSE OF A FINANCIAL POLICY

This policy is a statement of the guidelines that will influence the financial management practices of the Town of Rolesville, North Carolina (the “Town”). A financial policy that is adopted, adhered to, and regularly reviewed is the cornerstone of sound financial management. An effective financial policy:

- Contributes to the Town’s ability to insulate itself from fiscal crisis.
- Enhances both short-term and long-term financial credit by helping to achieve higher credit and bond ratings.
- Promotes long-term financial stability by establishing clear and consistent guidelines.
- Links long-term financial planning with day-to-day operations.
- Provides staff, the governing board, and residents with a framework for managing the fiscal impact of government services.

BUDGETARY POLICY

- The annual budget process will be compliant with the North Carolina Local Government Budget and Fiscal Control Act.
- The Town will adopt a balanced budget ordinance each year. A budget is balanced when the sum of net revenues and appropriated fund balance equal expenditure appropriations.
- The tax rate will be set each year based on the cost of paying debt service and providing general governmental services. Consideration will be given to future net revenue requirements due to the impacts of capital improvement projects and programmed debt service.
- One-time or other special revenues will not be used to finance continuing operations but instead will be used for funding one-time or special projects.
- Budget amendments will be brought to the governing body for consideration as needed.

- The Town Board will receive a financial report at least quarterly showing year-to-date revenues and expenditures and comparing each amount to the amended budget.

FUND BALANCE POLICY

- Unassigned fund balance refers to funds that remain available for appropriation after all state statutes, previous designations, and expenditure commitments have been calculated.
- The Town will maintain a minimum Unassigned Fund Balance, as defined by the Governmental Accounting Standards Board, at the close of each fiscal year equal to 33% (equivalent to 4 months) of General Fund expenditures.
- Any funds over and beyond the targeted amount may be utilized for one-time or special purposes, such as but not limited to additional capital improvements or debt reduction.
- The Town Board may, on occasion, utilize funds that will reduce Unassigned Fund Balance below the 33% minimum for a declared fiscal emergency or to protect the long-term fiscal security of the Town. In such circumstances, the Town Board will adopt a plan to restore the Unassigned Fund Balance to the target level within an appropriate time period.

CAPITAL IMPROVEMENT POLICY

- The Town will consider capital improvements in accordance with an adopted capital improvement program. The capital improvement program will generally address capital assets with a value exceeding \$100,000 and a useful life of over five years.
- The Town will annually update a five-year capital improvement program which details each capital project, the estimated cost, description, funding sources, and impact on the operating budget.
- Whenever possible, restricted revenue sources will be utilized before unrestricted sources.
- Future capital expenditures necessitated by changes in population, land development, or economic base will be calculated and included in capital budget projections.
- The Town will use intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and strategic priorities.

DEBT POLICY

- The Town will take a balanced approach to capital funding using debt financing, fund balance, capital reserves, and pay-as-you-go appropriations.
- No appropriations of the proceeds of a debt instrument will be made except for the purpose for which such debt instrument was intended. Debt financing will not be used to finance current operating expenditures.
- The Town will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues except where approved justification is provided.

- Capital projects financed through the issuance of bonds or capital leases will be financed for a period not to exceed the expected useful life of the project.
- The sum of general obligation debt and installment purchase debt will not exceed the North Carolina statutory limit.
- The Town will strive to maintain debt funding flexibility to maximize capacity for both identified and unanticipated capital needs and opportunities.
- Selected debt ratios will be calculated annually and included in a review of financial trends.
 - Debt to Assessed Value: Tax-supported debt as a percentage of estimated market value of taxable property shall not exceed 2.5%. The Town Board will document policy exceptions, stating the reason and length of time.
 - 10-Year Payout: The amount of outstanding principal to be retired in the next 10 years shall not fall below a minimum target of 50%. The Town Board will document policy exceptions, stating the reason and length of time.
 - Debt Service to Expenditures: Tax-supported debt as a percentage of annual General Fund revenues. In the future, the Town Board will work toward setting a target range of 15% to 20%.

CASH MANAGEMENT & INVESTMENT POLICY

- Public funds shall be invested with the emphasis on safety and liquidity. Yield shall be a secondary consideration. All deposits and investments of Town funds shall be in accordance with NCGS 159.
- The Town will seek to maximize the amount of cash available for investment, while also ensuring availability and mobility of cash to meet collection and disbursement needs.
- The Town may deposit and invest funds into any governing board approved official depository under NCGS 159-31 and the North Carolina Capital Management Trust.
- The Town Board will receive a financial report at least quarterly showing cash balances by Fund and investment type.

Approved this 3rd day of February 2026

Ronnie I. Currin
Mayor

[SEAL]

Christina Frazier
Town Clerk

RESOLUTION REGARDING PURCHASING POLICY UPDATE

WHEREAS, the Town of Rolesville procures commodities and services in the furtherance of municipal services to the public; and

WHEREAS, the Town is committed to updating administrative policies as needed to support the needs of its staff; and

WHEREAS, the Town follows all federal guidelines regarding purchases made using federal funds and updates internal procedures to align with federal changes.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of Rolesville that:

Section 1. Purchasing Policy *Section II. General Guidelines* is hereby amended:

A. LEGAL AUTHORITY

In accordance with North Carolina General Statutes, the Board of Commissioners must approve the procurement of:

- Contracts solicited through the formal bid process, as required by G.S. 143-129
- Sole Source purchases, as required by G.S. 143-129(e)(6)
- Previously bid “piggyback” contracts, as required by G.S. 143-129(g)

~~The Town Manager or his designee has approval authority for contracts procured by informal bidding methods or where the statutes do not otherwise require governing board approval. All statutory requirements for local government bidding and purchasing must be followed.~~

In regard to other contracts, the following authority thresholds apply:

Board of Commissioners. The Board of Commissioners will approve contracts that involve the following:

- Legal services.
- Construction & repair contracts with an expected cost of over \$500,000.
- Contracts that create a financial obligation for the Town over \$250,000 annually.

Board motions to approve contracts should include a statement of authority for the Town Manager to execute the contract.

Town Manager. The Town Manager will approve and will execute all contracts that create a financial obligation for the Town over \$2,500 and \$250,000 or less and are not procured through the formal bidding process.

Department Heads. Department Heads will approve and will execute contracts that involve the following:

- Contracts that create a financial obligation for the Town of \$2,500 or less.
- Software subscription renewals of any dollar amount, if the original subscription was properly approved under this Policy, there are no changes to the subscription terms, and the inflationary increase is less than or equal to 5% of the previous year's cost.

Section 2. Purchasing Policy **Section V. Competitive Bidding-Federal Funding** is hereby amended:

B. PURCHASE CONTRACTS

Purchase Contracts costing less than ~~\$10,000~~ \$15,000 shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:

Purchase Contracts costing ~~\$10,000~~ \$15,000 up to \$90,000 shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

C. SERVICE CONTRACTS

Service Contracts costing less than ~~\$10,000~~ \$15,000 shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:

Service Contracts costing ~~\$10,000~~ \$15,000 up to ~~\$250,000~~ \$350,000 shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

Service Contracts costing ~~\$250,000~~ \$350,000 and above may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

D. CONSTRUCTION AND REPAIR CONTRACTS

Construction and repair contracts costing less than ~~\$10,000~~ \$15,000 shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:

Construction and repair contracts costing ~~\$10,000~~ \$15,000 up to ~~\$250,000~~ \$350,000 shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

Construction and repair contracts costing ~~\$250,000~~ \$350,000 up to \$500,000 shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:

Section 3. The Town Manager is hereby authorized to take all usual and legal administrative action necessary to fulfill this policy.

Approved this 3rd day of February 2026.

Ronnie I. Currin
Mayor

Christina Frazier
Town Clerk



January 13, 2026

Proposed Form of Motion for Closed Session:

I move that the Board go into a Closed Session to consult with the Town Attorney to preserve the attorney-client privilege pursuant to Chapter 143, Section 318.11(a)(3) of the North Carolina General Statutes.

The Board is reminded that only the topics disclosed in the motion may be discussed in this session. General policy matters may not be discussed in a closed session, and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because the town attorney is a participant.

One of the purposes of a closed session is to preserve confidential discussions of a sensitive nature to allow the Town Board to act in the public interest. To ensure preservation of the confidentiality of all matters discussed in closed session, we are reminded not to discuss any such matters with others not present at this session.