



# KNIGHTDALE TOWN COUNCIL MINUTES

950 Steeple Square Court, Knightdale, North Carolina 27545

July 5, 2016

The Knightdale Town Council met at 7:00 p.m. at Knightdale Town Hall, 950 Steeple Square Court, Knightdale, North Carolina.

PRESENT: Mayor James Roberson, Mayor Pro Tem Mike Chalk, Councilors Pete Mangum, Mark Swan, Dustin Tripp, and Randy Young.

ABSENT: None.

Staff Members Present: Clyde Holt, Town Attorney; Hal Mason, Acting Town Manager; Suzanne Yeatts, Administrative Services Director; Whitney Ledford, Town Clerk; Brian Bowman, Public Information Officer; Chris Hills, Development Services Director; Tim Guffey, Fire Chief; Tina Cheek, Parks and Recreation Director; Kim Kenny, Finance Officer; Robbie Worrell, Public Works Director; Keith Archambault, IT Administrator; Jason Brown, Senior Planner Long Range; Travis Price, Police Sergeant; Jennifer Currin, Senior Planner Current.

Meeting called to order by Mayor Roberson at 6:58 p.m.

## WELCOME

Welcome by Mayor Roberson.

## INVOCATION

Invocation by Councilor Young.

## ITEM I. ADOPTION OF AGENDA

**...Motion by Mayor Pro Tem Chalk to adopt the agenda. Motion seconded by Councilor Young and carried unanimously.**

## ITEM II. APPROVAL OF MINUTES

**...Motion by Councilor Tripp to approve the minutes from June 15, 2016. Motion seconded by Councilor Young and carried unanimously.**

## ITEM III. PRESENTATIONS, RECOGNITIONS, AWARDS

None at this time.

## ITEM IV. PUBLIC

*Anyone may speak on an issue not included on tonight's agenda. If you anticipate speaking during tonight's meeting, please print your name and address on the form at the entry table. You must speak from the podium to assure accurate record. Before speaking, please state your name and address.*

## A. Open to the Public

No one at this time.

## B. Report on Citizen Inquiries

Councilor Swan shared positive feedback received from the public about the July 4<sup>th</sup> Celebration and complimented the Parks, Recreation, and Cultural Programs; Public Works; Police; and Fire departments on doing a great job.

Mayor Roberson also thanked the Town Staff and Council members for their hard work and collaborative effort with this event.

## ITEM V. CONSENT AGENDA

## A. Wilder House Relocation

**... Grant permission for Mike Miller to use a licensed contractor to remove the Wilder House from 716 N. First Ave. and relocate the house to a private parcel.**

## B. KRX Service Agreement Amendment

**... Authorize the Acting Town Manager to execute the Amendment to the Interlocal Agreement between the Town of Knightdale and Triangle Transit.**

## C. Closed Session Minutes for Approval and Release

**... Approve and release the following closed session minutes from October 3, 2005 to July 2, 2007.**

**...Motion by Councilor Young to approve the Consent Agenda. Motion seconded by Councilor Tripp and carried unanimously.**

## ITEM VI. PUBLIC HEARINGS

*If you anticipate speaking during a public hearing at tonight's meeting, please print your name and address on the form at the entry table. You must speak from the podium to assure accurate record of testimony. Large groups are asked to designate a spokesperson. If the Mayor announces that the hearing is a quasi-judicial public hearing, all speakers must be administered an oath by the Town Attorney.*  
Eastgate 540 UAA

Senior Planner Jennifer Currin presented a request from Mr. Joel Scannell of Scannell Properties to approve the Eastgate 540 Utility Allocation and Infrastructure Agreement which would establish development standards, phasing, infrastructure improvements, and a fee-in-lieu for the Eastgate 540 Industrial Park, 79± acre property located at 2309 Hodge Rd., east Hodge Rd. and south of I-495. Ms. Currin recommended Council continue the public hearing to the next Town Council meeting, scheduled for July 20, 2016.

No one else approached.

**...Motion by Councilor Young to close the public hearing at 7:03 p.m. and continue the public hearing to the next Town Council meeting, scheduled for July 20, 2016. Motion seconded by Mayor Pro Tem Chalk and carried unanimously.**

## ITEM VII. SET PUBLIC HEARINGS

None at this time.

## ITEM VIII. TOWN ATTORNEY

Town Attorney Clyde Holt expressed a need to enter into closed session at the appropriate time.

## ITEM IX. OLD BUSINESS

## A. ZMA-3-16 Whitley Ridge

Senior Planner Jason Brown reviewed a request by Eastwind Development, LLC to rezone approximately 26.85 acres, located at 0 Rider Drive, north of I-495 and east of Rider Drive, explaining that the Land Use Review Board recommends approving this request, their advisory statement, and adopting an ordinance amending the Unified Development Ordinance. Mr. Brown further explained that the Town staff would recommend denying the request and adopting staff's statement of plan inconsistency. Mr. Brown answered questions from Council.

**...Motion by Councilor Young to deny ZMA-3-16 and adopt Staffs recommended statement of plan inconsistency. Motion seconded by Councilor Mangum and carried by a 4:1 vote. Mayor Pro Tem Chalk voted in opposition.**

## B. ZMA-6-16 Lawson Creek

Mr. Brown also updated Council on a rezoning request from Summit Design for approximately 149.26 acres, located south of Buffaloe Road, east of Old Crews Road and west of Lucas Road. Mr. Brown informed Council of details surrounding this request, including the request for a Design Exemption from Article 8 where no supporting documentation was given. Therefore, staff recommended Council deny ZMA-6-16 Lawson Creek, Planned Residential Development, and adopt the Land Use Review Board's advisory statement.

**...Motion by Councilor Mangum to deny ZMA-6-16 Lawson Creek Planned Residential Development and adopt LURB's advisory statement. Motion seconded by Councilor Tripp and carried unanimously.**

## C. Wilder/Watson House Updates

Senior Planner Jennifer Currin presented a brief update on the status of both the Wilder and Watson houses located on North First Avenue stating that the Watson house will be used as a training site for the Knightdale Fire Department once the proper burning permits are acquired, and the Wilder house still requires additional action before it can be moved to its new site. Ms. Currin answered questions from Council.

## ITEM X. NEW BUSINESS

## A. Grants Update

Finance Officer Kim Kenny updated Council on the status of grant projects for fiscal year 2015-2016.

Councilor Mangum and Mayor Pro Tem Chalk expanded on this information stating that the Finance Committee discussed possible alternatives for funding if certain grants are not awarded.

B. Bid Award Wayfinding Signs

Public Information Officer Brian Bowman presented the bid results for the Wayfinding Sign Campaign; the important elements of process, per the North Carolina Department of Transportation encroachment agreement; and relevant payment information. Mr. Bowman answered questions and recommended Council award the contract to Broach Custom Signs, Inc. for a total not to exceed \$103,693.97.

**...Motion by Mayor Pro Tem Chalk to award contract for project to Broach Custom Signs, Inc. for a total not to exceed \$103,693.97. Motion seconded by Councilor Young and carried unanimously.**

ITEM XI. OTHER BUSINESS

None at this time.

ITEM XII. COMMITTEE REPORTS

A. Planning and Engineering

Councilor Tripp explained that in light of a discussion with the North Carolina Department of Transportation, the Town will not be pursuing changing Knightdale Boulevard to a local truck route at this time. Changing the road to a local truck route would cause the Town to lose state funding and incur extra expenses to maintain it.

B. Finance

No report.

C. Public Safety

No report.

D. Nominating

No report.

E. Liaison Reports

No report.

ITEM XIII. CLOSED SESSION FOR LEGAL OR PERSONNEL MATTERS

**...Motion by Councilor Tripp to enter closed session at 7:33 p.m. pursuant to the new Council Policy to approve, seal, and unseal closed session minutes and pursuant to N.C.G.S. 143-318.11(a)6 to discuss a personnel matter. Motion seconded by Mayor Pro Tem Chalk and carried unanimously.**

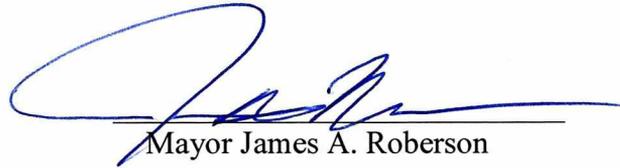
Upon entering open session, Town Attorney Clyde Holt summarized the terms of the proposed severance agreement with former Town Manager Seth Lawless. Mr. Holt summarized that upon receipt of Seth Lawless' letter of resignation, the Council instructed Mr. Holt's law partner Jerry Oliver and himself to meet with Mr. Lawless and negotiate an appropriate severance package in recognition of Mr. Lawless' years of public service and in consideration of a mutual release of potential claims. Mr. Holt outlined the terms of the compensation package, and explained that the release terms were common place in such agreements.

**...Motion was made by Councilor Mangum to approve the severance agreement. Motion seconded by Mayor Pro Tem Chalk and carried unanimously.**

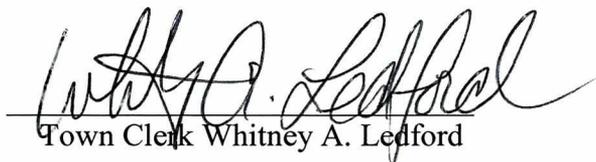
ITEM XIV. ADJOURNMENT

**...Motion by Councilor Swan to adjourn at 8:07 p.m. Motion seconded by Councilor Young and carried unanimously.**

\*Mr. Holt distributed copies of the severance agreement to members of the public who were present. A copy of this agreement can be found in these minutes.



Mayor James A. Roberson



Town Clerk Whitney A. Ledford

## SETTLEMENT AND RELEASE AGREEMENT

**THIS SETTLEMENT AND RELEASE AGREEMENT** (this "Agreement") is made this 30<sup>th</sup> day of June, 2016, by and among **SETH LAWLESS** ("Employee") and **THE TOWN OF KNIGHTDALE, N.C.**, as well as their predecessors, successors, assigns, divisions, and their officers, directors, employees, agents, and representatives ("Knightdale")

### Recitals:

**A.** WHEREAS, Employee and The Town of Knightdale were parties to an Employment Agreement dated July 1, 2014 (the "Employment Agreement");

**B.** WHEREAS, Employee has decided to resign from his employment with the Town Of Knightdale to pursue other opportunities, said resignation being effective as of June 30, 2016 ("Resignation Date"); and

**C.** WHEREAS, Knightdale has agreed to waive the sixty (60) day notice period in the Employment Agreement and accept Employee's resignation on the day noted above; and

**D.** WHEREAS, Employee and Knightdale desire to sever their employment relationship in an amicable and definitive manner and to settle, compromise, and resolve any and all claims or disputes they may have against each other; and

**E.** WHEREAS, the Town of Knightdale, in exchange for the release provided by Employee, has agreed to provide Employee with certain additional compensation which it is not otherwise obligated to provide; and

**F.** WHEREAS, Knightdale and Employee desire to enter into this Agreement in order to conclude their employment relationship and provide an orderly transition of Employee, as well as to resolve all matters by and among them, including but not limited to any matters relating to Employee's employment relationship with and separation from employment by Knightdale.

**NOW, THEREFORE**, in consideration of the mutual promises recited herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Separation from Employment.** Employee's employment with Knightdale shall end effective June 30, 2016 (the "Resignation Date"). Employee agrees to, and does hereby, simultaneously resign his position as Town Manager with Knightdale, and agrees to execute any necessary documents requested by Knightdale to effectuate and further evidence the same. This Agreement supersedes and replaces all prior legal contracts, agreements, and proposals made by and between Knightdale and Employee in connection with Employee's employment and separation from employment, except as otherwise stated herein.

**2. Nature of Separation.** The Parties agree that the end of the employment relationship between the Parties shall be deemed to be voluntary and without cause, and

Employee will not be required to provide any additional notice or to work any notice period beyond June 30, 2016 in order to be entitled to the benefits set forth in this Agreement.

**3. Severance Pay.** Provided that Employee complies with and continues to abide by the confidentiality, transition support, and other requirements set forth in this Agreement, Employee shall be entitled to the following:

**a.** Employee shall receive, as a severance payment, a lump sum payment of Ninety Two Thousand Eight Hundred Fifty Three Dollars (\$92,853.00), which is equal to nine and one-half (9.5) months of pay at Employee's regular current rate of pay. All severance payments under this Section 3. shall be reported as wages and will be subject to FICA, income tax, and other required withholdings; and

**b.** Knightdale shall pay Employee a lump sum payment of Three Thousand One Hundred Twenty Five (\$3,125.00) Dollars, to assist Employee with monthly COBRA premiums for Employee coverage for medical and dental plan coverage the Employee had at the time of Employee's Resignation Date or to be used by Employee at Employee's total discretion; and

**c.** Knightdale shall provide Employee a severance payment of Twelve Hundred Dollars (\$1,200.00) for out of pocket medical expenses he incurred during his recent leave of absence; and

**d.** Employee will receive a lump sum payment in the amount of Ten Thousand Eight Hundred Twenty Dollars (\$10,820.00) for all accumulated leave time, including vacation. Employee is specifically prohibited from using vacation days from the date he submits his resignation through Jun 30, 2016, unless approved by Employer. If Employer approves vacations days during this period, the amount of the severance stated in this sub-paragraph 3. c. will be reduced by an amount of \$56.39 per hour for each hour of vacation taken.

**e.** Employee will receive a lump sum payment in the amount of One Thousand Five Hundred Sixty Four Dollars (\$1,564.00) for longevity pay; and

**f.** As a final consideration, Employee will receive a lump sum payment of Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) for his Travel Allowance; and

**g.** The Employee understands and agrees that the severance payments referred to herein will not be payable to Employee by Knightdale until the agreement is final. If Employee revokes this Agreement he shall not be entitled to any of the severance payments set forth in Section 3 hereof.

**h.** The severance payments are in FULL, FINAL, AND COMPLETE SATISFACTION of all disputes in connection with Employee's Resignation of employment from Knightdale. Employee acknowledges and agrees that the severance payments described in this Section 3 are the total amounts owed by Knightdale in connection with the Employment Agreement, and, upon payment by Knightdale of such amounts, Employee hereby waives any right he may have to any further payment from Knightdale. Employee shall receive the lump

sum payments specified herein as severance pay in the next regularly scheduled payroll period immediately after the Agreement becomes final.

**4. Benefit Plans and Fringe Benefits.** From and after the Resignation Date, except as otherwise provided in this Agreement, Employee shall not have the right to participate in or receive any benefit under any employee benefit plan of Knightdale, any fringe benefit plan of Knightdale, or any other plan, policy, or arrangement of Knightdale providing benefits or perquisites to employees of Knightdale generally or individually; provided, however, that Employee shall be entitled to: (a) elect the payment of vested benefits to which Employee is entitled under any employee benefit plan of Knightdale as provided under the terms of any such plan; and (b) such other rights mandated by federal law to which Knightdale is subject. The terms and conditions of all benefits that Employee is presently receiving, or those which Employee will or may receive, shall be governed by the plan documents and/or similar terms which at the time Employee entered the Employment Agreement governed Employee's receipt or anticipated receipt of those benefits.

**5. Release of Knightdale.**

**a.** In consideration of the benefits conferred by this Agreement, Employee, for himself and Employee's heirs, executors, administrators, and assigns, releases and forever discharges Knightdale, its predecessors, successors, assigns, divisions, and their directors, officers, agents, employees, attorneys, and representatives from, and waives any and all rights with respect to, all manner of claims, actions, causes of action, suits, judgments, rights, demands, debts, damages, or accountings of whatever nature, legal, equitable or administrative, whether the same are now known or unknown, which Employee ever had, now has, or may claim to have, upon or by reason of the occurrence of any matter, cause, or thing whatsoever up to the effective date of the Agreement, including without limitation: (i) any claim whatsoever (whether under federal or state statutory or common law) arising from or relating to Employee's employment or changes in Employee's employment relationship with Knightdale, including Employee's separation or Resignation; and (ii) all claims and rights for additional compensation or benefits of whatever nature, including vacation, bonus, sick leave, severance, deferred compensation, health or medical benefits, group life insurance, disability, or other benefits. This release includes, but is not limited to, any claim for breach of contract, implied or express, impairment of economic opportunity, intentional or negligent infliction of emotional distress, wage or benefit claim, prima facie tort, defamation, libel, slander, negligent Resignation, wrongful discharge, retaliatory discharge, or any other tort, whether arising under statutory or common law, and whether intentional or negligent, or any claim or cause of action known or unknown under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(e), et seq.; the Civil Rights Act of 1866, 1871 and 1971, 42 U.S.C. §1981, et seq.; the Civil Rights Act of 1991, Publ. L. No. 102-166, 105 Stat. 1071-1100; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1001, et seq.; the Americans with Disabilities Act, 42 U.S.C. §12191, et seq.; the Family and Medical Leave Act, 29 U.S.C. §2601, et seq.; Executive Order 11246; the Rehabilitation Act of 1973, 29 U.S.C. §793, et seq.; the Vietnam Era Veterans Readjustment Assistance Act of 1972, 38 U.S.C. §4211, et seq.; the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §2101, et seq.; the United States Constitution and any state constitution; and all applicable rules and regulations under such acts, statutes, and constitutions; any claims arising under the common law of any state; any claims arising under the laws of

North Carolina; and all other federal, state, and local civil rights acts, regulations, and orders relating to any term, condition, or Resignation of employment, whether under tort or contract, or under statute or otherwise. Employee further acknowledges and agrees that Employee will not file or otherwise make or pursue any grievances, appeals, or requests for administrative action by Knightdale at any time with respect to Employee's employment with Knightdale and/or Employee's entering into this Agreement. In addition, to the extent permitted by law, Employee agrees not to file, institute, or pursue any lawsuit, claim, or administrative action against the parties released herein before any other administrative or legal forum relating to the above released claims.

b. The Parties, however, agree that this release shall not: (i) release any obligations of Knightdale under this Agreement; (ii) affect Employee's vested, accrued rights as a participant in any vested benefits plans or programs through the date of June 30, 2016 or as otherwise stated herein; (iii) affect any rights or claims that may arise out of events occurring after Employee's signing of this Agreement; or (iv) affect Knightdale's obligation to defend and indemnify Employee post-employment pursuant to and in accordance with Knightdale's then current policies, regulations, and insurance plans. The Parties further expressly understand and agree that this release is and shall continue to be enforceable regardless of whether there is a subsequent dispute between the Parties concerning any alleged breach of this Agreement.

6. **Waiver of ADEA Rights/Revocation.** By signing this Agreement, Employee knowingly, intentionally, and voluntarily waives Employee's rights and claims arising under the Age Discrimination in Employment Act ("ADEA") up to and including the date of this Agreement. Employee represents and warrants that: (a) Employee has been advised in writing of Employee's opportunity to consult with an attorney before signing this Agreement; (b) Employee has been afforded at least twenty-one (21) days in which to consider this Agreement; and (c) Employee has been advised that Employee may revoke this Agreement within seven (7) days following Employee's signing this Agreement if, within seven (7) days, Employee serves a written notice of revocation on a representative of Knightdale as provided in Section 22 of this Agreement. If Employee revokes this Agreement he shall not be entitled to any of the severance pay set forth in Section 3 hereof. After being advised of the above, Employee has knowingly, intentionally, and voluntarily waived all such rights under the ADEA.

7. **Employee's Covenant Not to Sue.** In consideration of the benefits offered to Employee, Employee shall not sue or pursue any cause of action against Knightdale or any of the Parties, or join as a party with others who may sue or pursue any cause of action on any such claims against the Parties, and if Employee does not abide by this provision, then he will indemnify the Parties for all expenses, including attorneys' fees, they incur in defending the action. This covenant not to sue will apply in all cases, except where prohibited by law.

8. **Release of Employee.** In consideration of the benefits conferred by this Agreement, Knightdale (on behalf of itself, its predecessors, successors, and assigns); and all of its and their respective past, present, and future officers, directors, employees, members, managers, administrators, business units, employee benefit plans (together with all plan administrators, trustees, fiduciaries, insurers, and agents) hereby releases Employee and his heirs, assigns, executors, and agents from all claims and waives all rights, known or unknown, it, they, or any one of them, may have or claim to have against Employee, including but not limited to

any claim relating to Employee's employment with, or relationship to, Knightdale or any of its directors, officers, employees, agents, or affiliates, or on any other basis, including but not limited to any claims: (a) in tort or in contract, whether express or implied; (b) in law or in equity; (c) under any state or federal statute or regulation; or (d) for attorneys' fees. Provided, however, that this release does not cover any claims related to a breach of this Agreement.

**9. Confidentiality.**

a. Employee acknowledges that during Employee's employment with Knightdale, Employee acquired, was exposed to, and had access to material, data, and information of Knightdale and its business, employees, and patients that is confidential, proprietary, and/or a trade secret. Employee shall keep and retain in confidence and shall not disclose, to any person, firm, or corporation, or use for Employee's own purposes, any of the proprietary, confidential, or trade secret information (collectively, "Confidential Information"). For purposes of this Agreement, Confidential Information shall include, but shall not be limited to the following:

i. any information concerning Knightdale operations, financing, pricing, costs, compensation, pending projects and proposals, research and development, strategies, delivery of services, revenues, profitability, marketing, technological developments, software, computer systems, techniques, and processes, as well as Knightdale policy or procedure manuals or training materials; and

ii. any secret or confidential information relating to the services, technology, financial results, and performance and business affairs of Knightdale.

b. Employee recognizes that such Confidential Information constitutes a unique and valuable asset of Knightdale acquired at great expense by Knightdale, and any disclosure or other use of such information other than for the sole benefit of Knightdale would be wrongful and would cause irreparable harm to Knightdale.

c. Employee shall not disclose or transmit, either directly or indirectly, any Confidential Information of Knightdale to any person or entity, and shall not use the information or remove it, whether in original or copied form, from Knightdale's premises. Employee shall keep Confidential Information secret and in strict confidence at all times and will not disclose any Confidential Information except to the extent that such disclosure is: (i) required by applicable law; (ii) authorized in writing by the entire Council of Knightdale; or (iii) necessary to perform any applicable transition services that will benefit Knightdale.

d. Employee agrees not to disclose any information regarding the existence or substance of this Agreement to anyone, including current or past employees of Knightdale, except to his spouse, or accountant or attorney with whom Employee chooses to consult, and/or as otherwise required by state or federal law.

**10. Public Statements/Non-Disparagement.**

a. Employee agrees not to make any public statements, written or oral, or to take any action that would or might disparage, disrupt, impair, or affect adversely Knightdale

and its employees, officers, directors, or agents, or place Knightdale or such individuals in any negative light. Knightdale agrees not to make any public statements, written or oral, regarding Employee's departure from employment with Knightdale or take any action that would or might disparage, disrupt, impair, or affect adversely Employee or place Employee in a negative light other than as reasonably necessary to make appropriate reports to federal and/or state government, to respond to government inquiries and as may be needed to address in any way internally or externally the circumstances that give rise to the need to make reports to the government, and consequent inquiries from the government. Knightdale agrees that in response to questions about Employee's departure from Knightdale, it will state that Employee resigned.

b. The Parties recognize that Knightdale as a Public Municipality may from time to time be required by law, rule, or regulation or government authority or directive to provide information concerning Knightdale's actions to other institutions, agencies, or governmental entities, and that in such circumstances, the Employee agrees he shall cooperate and provide the required information, which shall have a factual basis, and that except for such disclosures, as may be necessary to address such disclosures within Knightdale or to the public, as may be required by law, rule, or guideline, the Employee shall maintain the confidentiality of any such information as required by law. Employee warrants that as of the Resignation Date, he is unaware of any undisclosed issue which has developed or arose during his employment that he was required by law to report and failed to report to Knightdale or any other agencies or governmental entities. Employee further warrants that he has not filed or reported any such information to any agency or governmental entity through the Resignation Date and knows of no information that is required by law to be reported beyond information that he has already discussed with Knightdale.

**11. Lawsuits.** Employee further agrees that to the extent permitted by law, Employee will not instigate, advise, or encourage any other person, group of persons, or any entity to file suit against Knightdale or any of its affiliates or their officers, directors, agents, or employees related specifically to the facts or matters forming the basis of this Agreement or arising from or relating specifically to Employee's employment, information learned during the course of such employment, or changes in Employee's employment relationship with Knightdale. Employee represents and warrants that Employee has not, from date of birth to present, filed an administrative or legal action of any kind not already disclosed in writing against Knightdale or any of its affiliates. In the event a claim is initiated by Employee, filed by Employee, or filed on behalf of Employee, related specifically to the facts or matters forming the basis of this Agreement, or arising from or relating specifically to Employee's employment, Knightdale is entitled to restitution, recoupment, or set-off to the fullest extent legally permissible and may recover costs and attorney's fees from Employee in defending such action.

**12. Cooperation/Transition Support.** Employee agrees to consult and cooperate with Knightdale and their officers, directors, employees, agents, and counsel on an as-needed basis in the transition of Employee's responsibilities and with respect to any other issues that were within the scope of Employee's duties and responsibilities prior to the Resignation Date. Employee also agrees to cooperate with and provide assistance to Knightdale and its affiliates and their legal counsel in connection with any present or future litigation (including administrative hearings) or investigation affecting Knightdale in which, in the reasonable judgment of Knightdale's counsel, Employee's assistance or cooperation is needed or

appropriate with respect to issues, disputes, or matters of which Employee has or had knowledge or about which Employee was involved, directly or in a supervisory capacity, during Employee's tenure with Knightdale. Employee shall, when requested by Knightdale, provide testimony or other assistance and shall travel at Knightdale's request in order to fulfill the obligation; provided, however, that, in connection with such litigation or investigation, Knightdale shall attempt to accommodate Employee's schedule, shall provide Employee with reasonable notice in advance of the times in which Employee's cooperation or assistance is needed, and shall pay Employee for any reasonable documented expenses.

**13. Return of Property.** Employee represents and affirms that he has returned to Knightdale all of Knightdale's property, including without limitation, any Knightdale issued handheld mobile device, laptop, records, documents, materials, files, data, and all copies thereof however maintained or stored.

**14. Governing Law and Enforcement.** This Agreement shall be governed by the laws of North Carolina, without regard to its conflict of law provisions, and the applicable provisions of federal law. The Parties hereby consent to jurisdiction in the federal and state courts of North Carolina in the county of Wake for purposes of any litigation relating to this Agreement. The Parties agree that, should a Party institute litigation against another Party, then the losing Party in such litigation shall reimburse the prevailing Party for all of the costs and expenses of such litigation, including reasonable attorneys' fees.

**15. Severability.** If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, void, or voidable for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and such Resignation or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

**16. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any such counterpart.

**17. Modification; Waiver of Breach.** No part of this Agreement shall be modified or amended except by a writing signed by each of the Parties. A waiver of any breach of this Agreement shall not constitute a waiver of any other provision of this Agreement or any subsequent breach of this Agreement.

**18. No Admission of Liability.** Nothing in this Agreement, including the payment of any sum by Knightdale, constitutes an admission by Knightdale or Employee of any legal wrong prohibited by local, state, and federal law, contract or tort, rule or regulation in connection with Employee's employment or the Resignation of Employee's employment.

**19. Adequacy of Consideration.** Employee understands and acknowledges that the severance payments and other consideration provided hereunder by Knightdale are discretionary

in nature, are not required of Knightdale in the absence of the Agreement, and constitute adequate consideration for this Agreement.

**20. Reading and Understanding.** By voluntarily executing this Agreement, Employee acknowledges that: (a) he has had the opportunity to consult with an attorney; (b) he has carefully reviewed and considered this Agreement; and (c) he understands the terms of this Agreement and voluntarily agrees to them. Employee is relying upon Employee's own judgment and not upon any recommendations or representation of Knightdale or its affiliates or their directors, officers, employees, agents, attorneys, or other representatives. By executing this Agreement, Employee confirms his competence to understand this Agreement.

**21. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Knightdale, its successors and assigns, and Employee and Employee's heirs, descendants, successors, assigns, and legal representatives. This Agreement and the rights hereunder may not be assigned by Employee.

**22. Notice.** Except as otherwise set forth in this Agreement, whenever any notice is required hereunder, it shall be given in writing, addressed as follows:

To Knightdale: James Roberson  
Mayor  
Town of Knightdale  
950 Steeple Square Court  
Knightdale, NC 27545

To Employee: Seth Lawless  
1009 Planter's Trail Court  
Knightdale, NC 27545

Notice shall be deemed given and effective on the earlier of three (3) days after the deposit in the U.S. Mail of a writing addressed as above and sent first class mail, certified, return receipt requested, or when actually received. Any Party may change the address for notice by notifying the other Party of such change in accordance with this section.

**23. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any other agreements or understandings, whether oral or written. This Agreement is binding upon, and inures to the benefit of, the Parties, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year written above.

**EMPLOYEE:**

By: Seth Lawless  
Seth Lawless

Date: 6-30-16

**KNIGHTDALE:**

By: James A. Roberson  
Its: Mayor, James A. Roberson

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

[Signature] 7-6-16  
(Signature of finance officer)