



AGENDA

Regular Town Board Meeting

April 20, 2020 - 6:00 PM

HOSTED FROM TOWN HALL (101 Huntersville-Concord Road)

Virtual Meeting Information - *Members of the public may view the meeting on Facebook Live at <https://www.facebook.com/HuntersvilleNCTownGovernment>. In lieu of accepting public comments as part of the meeting agenda for the April 20, 2020 and May 4, 2020 Board meetings, the Board will receive public input for each meeting by email only. Please email your comments to townhall@huntersville.org. Please include your name and address and a statement that the email is for the scheduled Board meeting. All emails received by noon on the day of the Board meeting which are submitted for the meeting will be provided to the entire Board of Commissioners prior to the start of the meeting and will be made a part of the meeting record.*

- *Emails submitted anonymously will not be forwarded to the Board, nor made a part of the meeting record.*
- *Emails should be directed to the entire Board as a whole and not individuals.*
- *Emails are expected to be civil and within reasonable standards of courtesy.*
- *Emails that include vulgarity, slander, name-calling, personal attacks or threats will not be forwarded to the Board nor made a part of the meeting record.*

1. Pre-meeting

1.A. Budget Discussion - CIP and 5-year forecast. (5:00 p.m.)

2. Call to Order

3. Invocation - Moment of Silence

4. Pledge of Allegiance

5. Mayor and Commissioner Reports-Staff Questions

6. Agenda Changes

7. Public Hearings

8. Other Business

8.A. Consider Approving Amendments to the Management Agreement for HFFA.
(Angela Beeker)

8.B. Continuation of budget discussion - CIP and 5-year forecast. (Anthony Roberts)

9. Consent

9.A. Approve the minutes of the April 3, 2020 Special Town Board Meeting. (Janet Pierson)

9.B. Approve the minutes of the April 6, 2020 Regular Town Board Meeting. (Janet Pierson)

10. Closing Comments

11. Adjourn

**Town of Huntersville
Town Board
April 20, 2020**

To: Town Board

From: Angela Beeker, Administration

Date: 4/20/20

Subject: Amendments to the Management Agreement for HFFA

EXPLAIN REQUEST:

The Board is requested to consider approving the amendments to the agreement with Swim Club Management Group of Charlotte, Inc., for the management of Huntersville Family Fitness and Aquatic Center (HFFA) made necessary by the COVID-19 related stay at home orders.

ACTION RECOMMENDED:

Consider Approving Amendments to the Management Agreement for HFFA. (Angela Beeker)

FINANCIAL IMPLICATIONS:

Payment of \$198,750 of Annual Performance Compensation to SMG rather than full \$265,000.

ATTACHMENTS:

- [Revised Swim Club Management Agreement 4.14.2020.docx](#)

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

Finance Officer

Date

SECOND REVISED CONTRACT FOR SERVICES

This Second Revised Contract for Services (“Contract”) is (1) made and entered into to be effective _____, 2020 between the **Town of Huntersville, North Carolina**, a municipal corporation organized under the laws of the State of North Carolina (the “Town”) and **Swim Club Management Group of Charlotte, Inc.** (“Contractor”) (Town and Contractor each sometimes referred to herein as a “Party” to this Contract and collectively referred to herein as the “Parties”) and (2) replaces all previous Contracts for Services. This Second Revised Contract for Services is being entered into to make amendments to the previous Revised Contract for Services resulting from the 2020 COVID-19 pandemic and the associated stay at home orders applicable within the Town limits beginning in March of 2020.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor - The Contractor agrees to fully, timely and properly provide full and complete management of Huntersville Family Fitness and Aquatic Center (“HFFA”) including programming; staffing; marketing; scheduling; billing; collecting; daily financial reporting in accordance with applicable legal requirements and instructions of Town CFO; managing ongoing maintenance and repairs of the HFFA facilities; and long-range planning and other services necessary for the management of HFFA. Without limiting the generality of the foregoing, Contractor shall provide all services as more particularly described in the Scope of Work document attached hereto and incorporated herein by reference as Attachment A (all such services provided referred to herein as the “Services”).

The term of this Contract shall be **from September 5, 2017 through June 30, 2023 (the “Term”)**, unless otherwise terminated under the terms of this Contract (“Year 1” means September 5, 2017 —June 30, 2018; “Year 2” means July 1, 2018- June 30, 2019; “Year 3” means July 1, 2019 —June 30, 2020; “Year 4” means July 1, 2020 — June 30, 2021; “Year 5” means July 1, 2021 —June 30, 2022; “Year 6” means July 1, 2022 – June 30, 2023. A year of the Term may also be referred to as a “Term Year.”).

In Year 6 and following, this Contract shall continue to renew for additional one-year terms running from July 1 through the next June 30 (a fiscal year), hereinafter a “Renewal Year,” with the Management Fee being increased three percent (3%) for each Renewal Year, unless and until (i) either party delivers to the other party a written termination on or before October 1 of Year 6, or the then current Renewal Year, or (ii) this Contract is otherwise terminated pursuant to the terms contained herein. During any Renewal Year of the Contract, the terms, conditions, and provisions set forth in this Contract shall remain in full

effect. For further clarity, Year 6 begins on July 1 of 2022 and ends on June 30, 2023. The first Renewal Year, “Renewal Year 1,” would begin on July 1, 2023 and end on June 30, 2024. The second Renewal Year would begin on July 1, 2024 and end on June 30, 2025. As an example of a termination pursuant to subparagraph (i) above, if either party to this Agreement did not want this Agreement to renew for Renewal Year 1, a written termination would have to be delivered to the other party on or before October 1 of Year 6, which would be October 1, 2022. As a second example, if either party did not want this Agreement to renew for Renewal Year 2, a written termination would have to be delivered to the other party on or before October 1 of Renewal Year 1, which would be October 1, 2023.

This Contract does not grant the Contractor the right or the exclusive right to provide specified services to Town, but does allow for Contractor to exclusively provide the management services described herein at HFFA. Similar services may be obtained from sources other than the Contractor (or not at all) at the discretion of the Town.

The Contractor shall begin work immediately upon issuance of a written notice to proceed. The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous. In addition, for the months of April, May and June of 2020, Contractor shall use good faith and due diligence to minimize the losses to HFFA resulting from the closure of the HFFA as a result of the COVID-19 pandemic, and the associated stay at home orders applicable within the Town of Huntersville. Contractor shall meet an amended budget for HFFA for the April, May and June 2020 which budget has been agreed to by the Town and Contractor, and which has been approved by the Town Board of Commissioners.

2. Obligations of Town. The Town hereby agrees to pay to the Contractor for the faithful performance of this Contract as follows:

a. Management Fees. Management fees are as follows and shall be payable to Contractor in equal monthly installments:

(i)	Management Fee—Year 1 (September 5, 2017-June 30, 2018) (pro rata share \$58,500/year management fee)	\$	48,082.00
(ii)	Management Fee Year 2 (July 1, 2018 —June 30, 2019) (3% increase)	\$	\$60,255.00
(iii)	Management Fee Year 3 (July 1, 2019 —June 30, 2020) (3%	\$	\$62,062.65

	increase)		
(iv)	Management Fee — Year 4 (July 1, 2020 -June 30, 2021) (3% increase)	\$	\$125,000.00
(v)	Management Fee Year 5 (July 1, 2021 —June 30, 2022)	\$	\$128,750.00
(vi)	Management Fee Year 6 (July 1, 2022 —June 30, 2023) (3% increase)	\$	\$132,612.50

In the event this Contract is renewed as specified in Section 1, the Management Fee for Year 7 and beyond shall increase by 3% each year.

b. Reimbursable Expenses. Additionally, the Town shall reimburse Contractor at Contractor’s direct, out of pocket costs for: (a) the cost of all Contractor employees that staff HFFA Staffing Costs, including payroll taxes, payroll processing fees, and employee health insurance and (b) any other actual, out-of-pocket expense incurred by Contractor in connection with providing the Services (“Reimbursable Expenses”); provided any and all Reimbursable Expenses must be approved in advance by Town and be in accordance with an Approved Budget, as defined below. Services provided to HFFA and/or the Town of Huntersville by Contractor or Contractor’s employees or affiliates shall be billed to HFFA at the actual direct cost of Contractor.

c. Annual Performance Compensation. Town and Contractor agree that in addition to the Management Fee, for any Term Year or Renewal Year in which Contractor achieves the Annual Performance Compensation Requirements, Contractor shall receive Annual Performance Compensation based on the following formula:

i. For Year 1:

\$61,550.46. Both parties acknowledge and agree that for Year 1, the Contractor has earned and is entitled to payment of the Annual Performance Compensation.

ii. For Years 2 and 3:

\$265,000.00 provided that HFFA is operated within the expense in the HFFA budget approved by the Town Board of Commissioners, as amended.

For purposes of the Year 3 Annual Performance Compensation, it is acknowledged by all parties hereto that due to the COVID-19 outbreak in the State of North Carolina and Mecklenburg County, HFFA was closed on March 17, 2020 through no fault of the Contractor pursuant to stay at home orders applicable in the Town of Huntersville issued both by the Governor of North Carolina and the Town in partnership with Mecklenburg County. Therefore the parties agree that Contractor met the requirements of this Agreement

for earning the Year 3 Annual Performance Compensation for the period of July 1, 2019 through March 30, 2020 and is entitled to 9/12 of the Annual Performance Compensation for Year 3, or \$198,750.00, hereinafter the “Year 3 9/12 Annual Performance Compensation Payment.” The Town will pay no further Annual Performance Compensation to the Contractor for Year 3.

iii. For Years 4 and beyond:

Excess Revenues shall mean the amount by which the actual Revenues are Over (Under) actual Expenditures as depicted on the “Schedule of Revenues and Expenditures – Budget and Actual (Non-CAAP), Schedule F-2”, of the Town’s *Comprehensive Annual Financial Report* for a term Year or Renewal Year. By way of example, see “Schedule of Revenues and Expenditures – Budget and Actual (NON-GAAP)” for fiscal year ending June 30, 2018, attached hereto as Exhibit 3, which shows negative Excess Revenues in the amount of \$407,243.00.

Contractor shall receive Annual Performance Compensation for Year 4 and beyond equal to fifty percent (50%) of all positive Excess Revenues. As an examples, if Excess Revenues equal \$300,000.00, Contractor would receive Annual Performance Compensation in the amount of \$150,000.00.

Except as modified below for the Year 3 9/12 Annual Performance Compensation Payment, any Annual Performance Compensation earned by Contractor as detailed above in this Section 2 shall be paid to Contractor not later than November 1 following the end of the Term Year or Renewal Year for which such Annual Performance Compensation is owed.

3. Project Coordinator. Town Manager, or designee, is designated as the Project Coordinator for Town. The Project Coordinator shall be Town’s representative in connection with the Contractor’s performance under this Contract. Town has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Contractor Supervisor. **Brian Sheehan** is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.
5. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30-day basis, excluding payroll reimbursements which shall be payable net five (5) business days. The Town will not pay for services or materials in advance without the prior approval of the Town’s Finance Officer. Contractor shall invoice Town monthly for management fees (to be paid in equal monthly installments, pro-rated for any partial month), staff costs, and reimbursable expenses; provided however, the staffing/employment costs, including payroll taxes, payroll processing fees, and employee

health insurance, will be billed to the Town bi-weekly based on the actual payroll costs from the preceding pay period and shall be paid by the Town within five (5) business days of receipt. No earlier than September 23 of each Year (whether a Term Year or a Renewal Year), Contractor shall invoice Town for the payment of the Contractor's Annual Performance Compensation due as a result of the immediately preceding Year, and such invoice shall be paid within thirty (30) days of receipt by the Town. Contractor shall have the right to suspend all of Contractor's services under this Agreement if the Town does not cure any failure to pay a past due invoice within seven (7) days of receipt of a written statement of intent to suspend services from Contractor. **Notwithstanding the foregoing, for the Year 3 9/12 Annual Performance Compensation Payment, Contractor may invoice the Town on or after June 23, 2020,**

6. Standard Terms and Conditions: Contractor agrees to the Standard Terms and Conditions set forth as Exhibit 1, attached hereto and incorporated herein by reference.

7. Additional Provisions: the parties agree to the following additional provisions.

a. Facility Management and Staffing

Contractor will provide complete facility management for the hours of operation of the facility. The hours of operation will be established by the Contractor after consultation and in consideration of the recommendations of the Town and a management team to be established by Contractor and Town.

Contractor staff may honor the following holidays: Christmas Day, New Year's Day, and Thanksgiving Day. If staffing is to be required on such holidays, such affected staff shall be paid, and Town will be billed at regular staffing rates.

Except as otherwise provided, all full-time and part-time staff will be employees of the Contractor and will be comprised of degree or degree candidate instructors and/or instructors nationally certified to appropriate professional organizations in their respective areas. At their discretion, and from time to time, Contractor may substitute criteria of experience and demonstrated knowledge in providing acceptable staff after consultation and in consideration of the recommendations of the Town. The staff may include, but not be limited to, health educators, dietitians, group exercise instructors, massage therapists, exercise specialists, lifeguards, swim instructors, aquatic leaders, child care providers, business office specialists, and other service specialists.

b. Budgeting; Procurement. Contractor will prepare and submit a proposed operating budget for HFFA prior to Town's annual budget process and assist Town staff as reasonably requested in connection with the Town's annual budget process. Town will have overall and final determination of the budget to be established pursuant to its budgetary requirements under State law (an "Approved Budget"). Any deviations from the adopted budgets will require approval by the Town Board. The Approved Budget will also identify expenses that are paid for directly by the Town

and what expenses are Reimbursable Expenses paid for by Contractor but reimbursed by the Town.

Procurement of goods and services for HFFA shall be in accordance with all North Carolina General Statutes applicable to purchases by North Carolina municipalities and shall also be in accordance with all applicable Town's purchasing rules and regulations, specifically including the provision that all purchases exceeding One Thousand Dollars (\$1,000) shall be submitted to Town for a purchase order. For clarity, all purchases, and all contracts for construction, maintenance, building or repair work, whether by Contractor or by Town, shall at all times be subject to applicable North Carolina purchasing and bid laws.

- c. Daily financial management. Contractor shall review, approve, and prepare cash disbursement documents for payment of HFFA invoices in accordance with Town's financial procedures. Cash receipt reports, along with the cash, shall be prepared and brought to Town's finance department on a daily basis. Contractor will work with Town's financial staff in preparing year-end financial information needed for the annual audit.
- d. Employees. All salaried employees of Contractor who are engaged exclusively in the performance of this Contract to manage HFFA, shall work forty (40) hour weeks on behalf of HFFA (subject to normal vacation, sick leave, etc.). A reconciliation report of employee's gross wages and salaries, health care insurance fees, employer payroll taxes, and other applicable payroll costs will be provided. Town shall pay for non-employee expenses associated with service operations that fall within the budgetary guidelines without requiring prior approval as long as single expenses do not exceed the amounts defined in the section entitled Operational Management. Any expenses that are outside of the budget will not be purchased until the Town has consented thereto and adjusted the budget accordingly. Contractor agrees to provide payroll reports to the Town with breakdowns according to budgetary line items. In addition, Contractor will provide reports specific to employee payroll information should this be needed for audit purposes. Contractor reserves the right to identify administrative and departmental leadership employees by payroll number, without employee names provided.

It is acknowledged and agreed that the Contractor will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at the Town's facility and Town acknowledges that such information and investment is a valuable asset of the Contractor's business. Town agrees that no employee or former employee of Contractor in a position of Administration or Departmental Leadership, shall be hired by the Town to work for a period of one (1) year following the expiration or termination of this Contract without the prior written approval of Contractor.

Town and Contractor shall agree to a revised, reduced budget for HFFA payroll to be reimbursed by the Town for April, May and June of 2020, which revised budget must be approved by the Town Board of Commissioners.

e. Operational Agreements

1. Contractor will, at all times, manage the facility in such a manner that aligns with the Town's core values, and will take no action that would be deemed discriminatory or not afford equal opportunities for full participation according to the policies established by the Town.

For so long as either the State or local COVID-19 related stay at home orders, issued beginning in March of 2020, are applicable within the Town limits, HFFA will be closed.

2. The Town has entered into certain contracts for the usage of the facility and such contracts, as well as any other usage contracts that the Town may enter into, will be honored by Contractor in planning and managing the facility. However, any Town decision affecting the operation of the facility will involve consultation with the Contractor to determine the impact of such decision on this Contract. Should the Town enter into an agreement during the term of this Contract that Contractor deems to prohibit Contractor's ability to achieve profitability, and where such agreement is entered into by the Town in spite of Contractor's direct request against such agreement, Contractor may, at its sole option terminate the Contract, so long as Contractor is not otherwise in default under this Contract. If the Contractor exercises its right to terminate the Contract under this provision, within 30 days of such termination, the Town shall pay the Contractor a pro rata share of the Management Fee plus a pro rata share of the Annual Performance Compensation. The pro rata portion of the Management Fee and Annual Performance Compensation shall be based on the number of days for which the Contract was performed in any given year. So, for example, if the Contract is terminated on December 31 of any Year, the Town shall pay the Contractor (1) 50% of the Management Fee plus (2) the Annual Performance Compensation based on a six-month calculation.
3. The Town specifically delegates to the Contractor the right to enter into a binding obligation regarding use of less than all of the facility on behalf of the Town or HFFA. Contracts must be pre-audited prior to signature as required by law.
4. Any increase in the annual membership fee of HFAA percent shall be approved by the Town Board. The currently agreed upon fee schedule is attached hereto as Exhibit 2
5. All sponsors and sponsorship agreements of HFAA shall align with the Town's core values consistent with the Contractor's obligation under Section 7(e)(1) above. Any sponsorship providing total contributions or like-kind benefits to HFFA or the Town in an amount (or having a fair market value) in excess of \$50,000 in any fiscal year shall be subject to approval by the Town Board of Commissioners.

- f. Annual review and evaluation. The Parties intend to meet at least annually to review HFFA operations, Contractor's performance and any other matters of interest to the Parties and the operation of HFFA ("Performance Review"). As of the date of this Contract, the Town has established an "Oversight Committee" (consisting of members of the Town's Board) and this Oversight Committee and key Town staff will endeavor to meet with Contractor staff as part of this Performance Review process. The Contractor shall keep the Oversight Committee generally informed of the operations of HFFA, including but not limited to significant contracts entered into on behalf of the Town as allowed by the terms of this Agreement.
- g. Miscellaneous
1. Town agrees to allow Contractor to display a sign at premises in a conspicuous place designating the responsibility to the Contractor for the quality of the overall operation.
 2. The Contractor shall not be liable for pool damages caused by hydrostatic lifting.
- h. Notice. All notices or other communications required by or permitted under this Contract (each such notice or other communication, a "Notice") shall be in writing and shall be deemed effective when physically delivered, sent by United States Postal Service, certified mail, return receipt requested, or sent via designated delivery service as described in 26 U.S.C. §7502(f)(2) addressed as follows:

If to the Contractor:

Brian C. Sheehan
President/CEO of Swim Club Management Group, Inc.
9801 Kinsey Avenue, Suite 165
Huntersville, NC 28078
Telephone: (704) 766-2726

With a copy to:

Elena F. Mitchell
Moore & Van Allen, PLLC
100 North Tryon Street, Suite 4700
Charlotte, NC 28202

If to the Town:

Town of Huntersville
Attention: Town Manager
P.O. Box 664
Huntersville, NC 28070
Telephone 704-766-2201

Any of the above addresses may be changed by giving Notice of such change in the manner described above.

8. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic “PDF” to the same and full extent as the originals.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract on the day and year first written above.

Contractor Name

Signature of Authorized Representative

Contractor's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

Town of Huntersville

Town Manager

Date

APPROVED AS TO FORM:

Town Attorney

Date

Exhibit 1

Standard Terms and Conditions

1. Invoices. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to Town's accounts payable department with a copy to the Town Project Coordinator.
2. Payment Terms. Except for payroll reimbursements which shall be paid within five (5) days as set forth above, payment terms are Net 30 days after receipt of correct invoice. **Notwithstanding the foregoing, the 9/12 Annual Performance Compensation Payment for Year 3 will be paid within the timeframe stated in this Agreement.**
3. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
4. If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with minors, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on Town property.
5. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
6. Conflict of Interest. Contractor represents and warrants that no member of Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
7. Gratuities to Town. The right of Contractor to proceed may be terminated by written notice if Town determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of Town in violation of policies of Town.
8. Affiliates. Contractor shall not contract with an affiliate, parent, or subsidiary corporation or other related entity to perform any services under this Agreement unless permitted by applicable law, and for such contracts which exceed \$5,000.00 the contract is approved by the Town Manager. Affiliate entity shall mean a business entity having at least one owner in common with the Contractor.
9. Kickbacks to Contractor. Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, affiliates, subcontractors or

subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town Contract or in connection with a subcontract relating to a Town Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to Town in writing the possible violation.

10. Iran Divestment Act. Contractor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and should be updated every 180 days.
11. E-Verification. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
12. Indemnification. Contractor shall indemnify and hold harmless Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract including injuries or damages to persons or property that shall happen or occur in connection with Services. Contractor assumes no liability for damage or injury to persons or property arising from or caused by acts of God or mechanical failure of equipment, other than those that are proximately caused by the negligence, gross negligence or intentional misconduct of the Contractor.
13. Insurance. Unless such insurance requirements are waived or modified by Town or risk management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to Town and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$10,000,000 combined single limit each occurrence/annual aggregate. Professional Liability Insurance —Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Professional liability insurance in the amount of \$10,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's

compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. All insurance, except Worker's Compensation Insurance and Employer's Liability Insurance, shall name the Town as an additional insured. Certificates of such insurance shall be furnished by Contractor to Town and shall contain the provision that Town be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring Contractor. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

14. Termination for Default. The Town and Contractor shall have the right to cancel this Contract based on either party's non-performance of duties and responsibilities as follows:
 - (a) The other party shall notify the defaulting party by certified mail of any problem regarding contractual non-performance as detailed in this Agreement. Defaulting party shall have sixty (60) days following notification to remedy stated violation of contract.
 - (b) If defaulting party fails to remedy violation and continues to not perform as detailed in this Agreement, the other party may terminate Agreement by providing thirty (30) days written notice to defaulting party by certified mail.
15. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by Town to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
16. HFFA shall be responsible for ensuring compliance with the Payment Card Industry Data Security Standard (**PCI DSS**) with respect to all credit card information received by Contractor in connection with the operation of HFFA.
17. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after Town notifies Contractor in writing that a payment has been determined to be improper.
18. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of Town. Town shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of Contractor.
19. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
20. Contract Modifications. The Contract may be amended only by written amendment duly executed by both Town and Contractor.

21. Relationship of Parties. Contractor is an independent contractor and not an employee of Town. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and Town. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
22. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by Town.
23. Monitoring and Evaluation. Contractor shall cooperate with Town, or with any other person or agency as directed by Town, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit Town to evaluate all activities conducted under the Contract. Town has the right at its sole discretion to require that Contractor remove any employee of Contractor from Town Property and from providing Services under the Contract following provision of notice to Contractor of the reasons for Town's dissatisfaction with the Services of Contractor's employee.
24. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. Town shall have the right to request that Contractor provide the Town with a performance bond guaranteeing the Contractor's performance under this Agreement. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then Town shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever for the unfulfilled Goods or Services.
25. Governmental Restrictions. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
26. Inspection at Contractor's Site. Town reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for Town determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
27. Confidential Information. Employee Personnel Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of Town's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) Contractor agrees that it will at all times hold in confidence for Town all designs, know-how, techniques,

devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by Town to Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection with Contractor's performance hereunder (collectively, "Information"). Contractor shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Contractor shall not, without the prior written consent of Town, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Contractor hereunder. (b) Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to Town in connection with the Services or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by Town, be deemed to be confidential or proprietary information and shall be acquired by Town free from any restrictions as part of the consideration of the Contract.

28. Intellectual Property. Contractor agrees, at its own expense, to indemnify, defend and save Town harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that Town's use, possession or sale of the Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
29. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
30. Background Checks. At the request of Town's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to Town criminal background check and drug testing procedures.
31. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
32. No Third Party Benefits. The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
33. Force Majeure. If Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control

of Town or Contractor. If Contractor is unable to perform its obligations or provide the Services because of Force Majeure, the time and payments owed to the Contractor for performance by Contractor for providing Services will be equitably adjusted by allowing additional time for performance, acceptance of Services equal to any periods of Force Majeure, and an equitable reduction in payments owed to the Contractor for any periods of time in which Contractor was unable to perform as a result of the Force Majeure.

All parties agree that the COVID-19 pandemic, which resulted in stay at home orders being put into place within the Town limits beginning in March of 2020, and the resulting closing of HFFA is and will be considered a Force Majeure under the terms of this Agreement for so long as such stay at home orders remain in place and for a reasonable time, not to exceed 90 days, thereafter. The Town and Contractor agree that for so long as HFFA remains closed due to the March, 2020 stay at home orders in effect within the Town limits, Contractor's obligations to provide in-person programming at HFFA are suspended and membership fees will not be charged for the full months that the March 2020 stay at home orders are in place. Contractor shall not re-open HFFA without the consent of the Town, which consent may not be unreasonably withheld. The parties agree that the Annual Performance Payment for Year 3 has been equitably adjusted as a result of this Force Majeure.

34. **Ownership of Documents.** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by Town. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Contractor pursuant to the Contract shall, at the request of Town, be turned over to Town. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to Town shall not, unless otherwise specifically agreed upon in writing by Town, be deemed to be confidential or proprietary information and shall be acquired by Town free from any restrictions as part of the consideration of the Contract.
35. **Strict Compliance.** Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
36. **General Provisions.** Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, Town shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or applicable Purchase Order, or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
37. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

Attachment A

Scope of Services

Company shall provide complete facility management to include but not be limited to the following:

- To work with Town's Park and Recreation Department to design programming and events that are mutually beneficial and create synergy for both organizations
- Cooperative budgeting for HFFA with the Town following the Town's schedule and process for approval
- Manage the budget according to the Town guidelines and compliance orders
- Manage HFFA in a manner that is fiscally responsible and creates financial sustainability for HFFA
- Hire, employ and manage all aspects of all staff member's employment with the exception of the Town's provision of a business office manager, should the Town desire to employ their own
- Participate in the management of and review of the Town's appointed business office manager, should this position be needed
- Manage all tenant, vendor and service contracts for the building, keeping Town staff apprised of any major changes to these relationships
- Supervise and manage (and after July 1, 2020 pay for from HFFA revenues) the maintenance, and repair of the building and grounds to industry standards, including capital expenses, as determined by periodic, documented, mutual inspection processes. To the extent that a repair is caused by an Act of God, or to the extent that a repair is paid for by insurance, HFFA shall not be required to pay or share in the cost for such repair. Contractor shall not be required to pay for any expansion to the Facility from HFFA revenues.
- Develop and implement the internal and external marketing and sales processes for the center
- Develop and implement: membership plans and programs, fitness, aquatic and children's services programs and services that keep HFFA competitive in the marketplace and increase non-dues revenue
- Survey and collect feedback from members and service users on a periodic and as needed basis to assist with continuous quality improvement
- Comply with the Town's requirements and requests related to financial recording

- Build and maintain cooperative and mutually beneficial community partnerships for the purpose of improving the health and well-being of the general community, visitors and guests
- Maintain financial data, membership data and program utilization for the purpose of reporting and business analysis
- Attend Town staff and board meetings as needed and requested

Exhibit 2

Membership Fees

Joining Fees		Monthly Resident Dues		Non-Resident Dues	
Individual	\$79	Individual	\$57.95	Individual	\$67.95
Parent/Child	\$89	Parent/Child	\$82.95	Parent/Child	\$92.95
Family	\$99	Family	\$89.95	Family	\$99.95
Student	\$19	College Student	\$49.95	College Student	\$59.95
Senior/Youth (Child under age 18)	\$19	Senior or Individual Youth	\$49.95	Senior or Individual Youth	\$49.95
Huntersville Resident pays no joining fee		Senior Couple (2 Adults Only)	\$69.95	Senior Couple (2 Adults Only)	\$69.95
Senior Couple	\$19				
Huntersville Resident pays no joining fee					

****No membership fees will be charged for any full months that HFFA is closed due to the 2020 COVID-19 pandemic.**

EXHIBIT 3

[ATTACH HERE]

[SAME EXHIBIT TO BE ATTACHED HERE]

**Town of Huntersville
Town Board
April 20, 2020**

To: Town Board
From: Janet Pierson, Administration
Date: 4/20/20
Subject: Approval of Minutes - April 3

EXPLAIN REQUEST:

Consider approving the minutes of the April 3, 2020 Special Town Board Meeting.

ACTION RECOMMENDED:

Approve the minutes of the April 3, 2020 Special Town Board Meeting. (Janet Pierson)

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- [Draft Minutes](#)

**TOWN OF HUNTERSVILLE
SPECIAL TOWN BOARD MEETING
MINUTES**

**April 3, 2020
12:00 Noon – Huntersville Town Hall**

A Special Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall at 12:00 noon on April 3, 2020.

GOVERNING BODY MEMBERS PRESENT: Mayor John Aneralla; Commissioners Melinda Bales, Brian Hines, Lance Munger, Stacy Phillips and Nick Walsh. Commissioner Dan Boone was not present.

Mayor Aneralla called the meeting to order.

ACTION ITEMS

Amended Rules of Procedure. Commissioner Hines made a motion to approve the amended Rules of Procedure for the Huntersville Board of Commissioners. Commissioner Walsh seconded motion. Motion carried unanimously.

Amended Rules of Procedures attached hereto as Exhibit No. 1.

There being no further business, the meeting was adjourned.

Approved this the ____ day of _____, 2020.

**Town of Huntersville
Town Board
April 20, 2020**

To: Town Board
From: Janet Pierson, Administration
Date: 4/20/20
Subject: Approval of Minutes - April 6

EXPLAIN REQUEST:

Consider approving the minutes of the April 6, 2020 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve the minutes of the April 6, 2020 Regular Town Board Meeting. (Janet Pierson)

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- [Draft Minutes](#)

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING (VIRTUAL)
MINUTES**

**April 6, 2020
6:00 p.m. – Huntersville Town Hall**

PRE-MEETING

None

**REGULAR MEETING (VIRTUAL)
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners (Virtual) was hosted at the Huntersville Town Hall at 6:00 p.m. on April 6, 2020.

Mayor Aneralla said welcome to the April 6, 2020 meeting of the Huntersville Town Board of Commissioners. In light of the Town's, County's and State's declarations of emergency due to COVID-19, the meeting tonight is being conducted remotely. For the record, this meeting is being streamed on Facebook Live at <https://www.facebook.com/HuntersvilleNCTownGovernment>.

Public comment is being received through RingCentral from members of the public who have previously signed up. As of right now, no one has signed up. They had until 2:00 p.m. today in order to sign up. In the future if you would like to speak at one of our virtual Town Hall meetings, e-mail townhall@huntersville.org by 2:00 p.m. Monday of the meeting.

We will first begin by identifying ourselves so that the record can reflect who is present and participating in the meeting. First of all, I'm John Aneralla, Mayor of Huntersville and next I will call on each of the members of the Board of Commissioners and ask them to introduce themselves.

The following commissioners replied they were present:

- Commissioner Melinda Bales
- Commissioner Dan Boone
- Commissioner Brian Hines
- Commissioner Lance Munger
- Commissioner Stacy Phillips
- Commissioner Nick Walsh

Mayor Aneralla said for the record, all commissioners have acknowledged their presence for the meeting. Therefore, we have a quorum. Also with me today is Town Attorney Angela Beeker, Town Manager Anthony Roberts, Assistant to the Town Manager Bobby Williams and the Assistant Town Manager Jackie Huffman and our technology guy, Larry.

Mayor Aneralla called for a moment of silence.

Mayor Aneralla led the Pledge of Allegiance.

Mayor Aneralla said since we are conducting a remote meeting tonight, there are a few housekeeping rules that will have to govern our actions so that our Board minutes are accurate and without confusion.

If a Board member wishes to speak, please request the floor. I will recognize that Board member who can then make their comments. If a Board member is making a motion, please identify yourself first and then make your motion. If a Board member makes a second, please identify yourself and then make the second. I will restate the motion, the Commissioner who made the motion, and the Commissioner who made the second. For voting, each Commissioner must vote by voice individually so that there is no confusion as to how a Commissioner voted. I will call each by name and ask for your vote. This avoids people having walked away and not voting if they cannot be seen. If a matter is being debated, I will call on each Board member to see if they have comments they would like to make before proceeding to take a vote.

Generally, when requesting the floor to make a comment, I ask that each Board member wait to be recognized by me before speaking, and please refrain from speaking over another. I request that each speaker ends comments by saying "this concludes my comments" or "I have no comments" if they do not desire to speak. It must be orderly or it will be disorder.

If a commissioner needs to leave the meeting temporarily, please ask for the floor, state that you are leaving verbally so that we can capture those actions and attendance of each Board member in the minutes. It will be just as if you have temporarily left the Board Room in an in-person meeting and you will not be counted as present during your temporary absence.

MAYOR AND COMMISSIONER REPORTS/STAFF QUESTIONS

Mayor Aneralla

- For information on the COVID-19 crisis, [CharMeckResponds.org](https://www.charmeckresponds.org) is an excellent resource.

Commissioner Bales

- Lake Norman Economic Development Corporation launched AscendLKN Phase 2 that will be focused on healthcare.
- Several emails have been received about deployment of wireless during the quarantine. The Town has not received any permit applications for several months for this per Town staff.

Commissioner Boone

- Announced upcoming Lake Norman Chamber of Commerce Virtual Events.
- Expressed appreciation to first responders for their efforts.

Commissioner Hines

- The Charlotte Regional Transportation Planning Organization met virtually in March. The April meeting has been canceled.

Commissioner Phillips

- Anyone who needs assistance can reach out to Ada Jenkins, Angels and Sparrows, or Caterpillar Ministries.
- People whose residence is a hotel are supposed to be treated as if you were being evicted from an apartment. Anyone in this situation can call 211.

Commissioner Munger

- Everyone is going to need a lot of patience and empathy to be able to get through this.

Commissioner Walsh

- All commission meetings that are part of the Parks & Recreation Department have been canceled until further notice.
- Provided update from the Huntersville Chamber of Commerce.
- Provided update from Visit Lake Norman.

Mayor Aneralla noted there is a new piece of public art in the downtown. It is a bike rack that looks like the old water tower.

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Mayor Aneralla said now moving into the informal public comments. A notice was sent out to the public to sign up so that they could be sent an invitation to participate in the meeting. All public microphones have been muted up to this point. I will recognize a member of the public, their microphone will be unmuted and they may address the Board. The Board will not be able to see the person speaking, but will be able to hear them. Before we begin recognizing anyone, actually nobody has signed up, we did receive an e-mail from BeeJay Caldwell so this is her e-mail (displayed on the screen) and it will be put in the record. *Written comments attached hereto as Exhibit No. 1.*

AGENDA CHANGES

There were no agenda changes.

PUBLIC HEARINGS

Petition #R20-02. Commissioner Walsh made a motion to cancel public hearing on Petition #R20-02, a request by North Mecklenburg Rescue Foundation to generally rezone 0.3944 acres from Neighborhood Residential to Highway Commercial. The property is located at 15503 N OLD STATESVILLE RD HUNTERSVILLE NC 28078 (Parcel # 01733141).

Commissioner Boone seconded motion.

Mayor Aneralla called for a roll call vote.

Commissioner Bales – Approve
 Commissioner Boone – Approve
 Commissioner Hines – Approve
 Commissioner Munger – Approve
 Commissioner Phillips – Approve

Commissioner Walsh – Approve

Motion to cancel public hearing on Petition #R20-02 carried unanimously.

Petition #R19-17. Commissioner Walsh made a motion to cancel public hearing on Petition #R19-17, a request by South Creek Construction to rezone 35.8 acres from Transitional Residential to Neighborhood Residential Conditional District for a 320 unit congregate housing development; Parcel 01123104.

Commissioner Boone seconded motion.

Mayor Aneralla called for a roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

Motion to cancel public hearing on Petition #R19-17 carried unanimously.

Petition #TA20-01. Commissioner Walsh made a motion to cancel public hearing on Petition #TA20-01, a text amendment application requested by the Huntersville Planning Board to amend Articles 7.2, 7.4, and 12 of the Huntersville Zoning Ordinance.

Commissioner Hines seconded motion.

Mayor Aneralla called for a roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

Motion to cancel public hearing on Petition #TA20-01 carried unanimously.

OTHER BUSINESS

None

CONSENT AGENDA

Commissioner Hines made a motion to approve the consent agenda. Commissioner Bales seconded motion.

Mayor Aneralla called for a roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

The following items on the Consent Agenda were unanimously approved.

1. Minutes of the March 2, 2020 Regular Town Board Meeting.
2. Minutes of the March 16, 2020 Regular Town Board Meeting.
3. Authorization for staff to submit PARTF Grant for the Ranson/Rosedale Park. *Grant Application attached hereto as Exhibit No. 2.*
4. Resolution to Approve the Main Street Upgrades Project's Construction Engineering & Inspection Agreement. *Resolution attached hereto as Exhibit No. 3.*
5. Property Tax Refunds. *Property Tax Refund Report attached hereto as Exhibit No. 4.*

CLOSING COMMENTS

Commissioner Hines said I think since we canceled three public hearings, it may be good just to explain to the public why we took those actions tonight, if you could.

Mayor Aneralla said basically under North Carolina statute when we have a public hearing the public needs to be here and under the current circumstances when the Governor says we can't have more than 10 people attend our meetings, it would obviously be very difficult if more than 10 people wanted to be here, so we had talked to all the applicants and discussed this with them and they all were supportive of postponing or canceling their public hearings until a later date. We will try to keep business as best as we can moving forward, however this is unusual circumstances and it was just better to cancel those hearings.

To reiterate Commissioner Phillips' comments about the charities, just basically when you look at under normal circumstances how many people are in need of these particular charities you have to times that by probably about 10 right now. All of them are in need of supplies of food or certainly money. The other thing I'd like to kind of give a shout out to the restaurants in our community that are donating food to our first responders. At this time when they are hurting, these restaurants are down 50, 60, 70 percent in their sales and they are still out there supporting our first responders. It's a real testament to the type of people in the community that we have here so I just would like to give those a shout out and please if you can, do take out to try to keep our local restaurants going for as long as we can. Also, thank you to staff. It's been trying times for them.

There being no further business, the meeting was adjourned.

Approved this the ____ day of _____, 2020.