

**DELAWARE MANUFACTURED HOME RELOCATION AUTHORITY**

1675 S. State Street  
Dover, Delaware

Minutes of August 15, 2013

**IN ATTENDANCE:**

Authority: Mitch Crane  
Andy Strine  
George Meldrum  
Bill Dunn  
Susanne Lantz (Executive Director)  
Kevin Carroll

Absent: John Morris

Legal Counsel: William Denman (left at 2.45 p.m.)

Other Attendees: Leonard Sears, Tenant Briarwood Manor  
Jill Fuchs, Tenant Barclay Farms  
Bobbie Hemmerich, Tenant McNicol Place  
John Walsh, Tenant Colonial East  
Robert Tunnel III, Owner Pot-Nets  
Nicole Faries, Attorney

**I. CALL TO ORDER:**

Mr. Crane called the meeting to order at 1.03 p.m.

Mr. Crane stated that the Authority tries to keep the meetings as open as possible and input was allowed to some extent.

**II. REVIEW AND APPROVAL OF MINUTES:**

Mr. Crane asked the Board to approve the July 23, 2013 meeting minutes. Mr. Strine made the motion to accept the July 23, 2013 meeting minutes. Mr. Meldrum seconded the motion. The Board approved the July 23, 2013 meeting minutes unanimously.

**III. UNFINISHED BUSINESS:**

**1. SB 33 Rent Justification Bill:**

Mr. Crane and Mr. Strine had met to draft the Emergency Regulations and sent a draft of that to the key parties for comments. The copy distributed has implemented the changes and Mr. Denman finalized the Regulations. The only issue left is the CPI-U which was being worked on.

Mr. Denman stated the Authority is trying to establish Emergency Regulations which will be in effect for 120 days and can be extended for another 60 days if necessary. Why Emergency Regulations? The Authority anticipates that some landlords will soon, if not already, implement the Rent Adjustment Procedures and per statute the Authority is the facilitator and required to cooperate with parties to schedule meetings and if necessary to appoint an arbitrator. The statute spells out in general terms what should be done. The Authority wants to put out guidelines as a roadmap that everyone can follow while going through this process. Mr. Denman said further the Emergency Regulations, once approved by the Board, will be published in the Delaware Registrar and everyone will be invited to submit comments to the Authority.

Mr. Denman stated in the original draft the Emergency Regulations were valid for 60 days and that was changed to 120 days to make it consistent with the statute. This is the 4<sup>th</sup> regulation that was adopted.

Mr. Denman summarized the Rent Increase Notice Procedure. When more than one tenant is affected by the rent increase, the community owner may provide the HOA, if there is one, and the Authority a copy of the form of the notice that was sent out instead of sending out a copy of all the letters sent to the affected tenants. This was a suggestion that was taken on because it is more practical. Mr. Dunn asked, why does it say may? Mr. Denman stated it was left up to the community owner if he wanted to send copies of each letter to the HOA or provide more copies to the Authority. Mr. Strine stated there was feedback from community owners asking if they had 2000 homes in their community did that mean they had to send in 2000 copies of the letters? Mr. Strine told them he didn't think so, a cover letter and sample would be sufficient. Mr. Dunn asked didn't the Authority have to receive notice one way or the other? Mr. Crane confirmed the Authority had to be notified. Mr. Denman explained a letter from the community owner certifying that the notice had been sent out, adding a summary sheet that would list all affected tenants by lot number.

Mr. Denman stated in terms of meeting procedures in a bigger park with for example 300 tenants, it could be quite chaotic. In the proposed Emergency Regulations is a provision where the number of affected leaseholders exceeds 5, the leaseholders are encouraged to group together and have to designate at least one representative to summarize and speak for them. In larger communities that may be their legal counsel, every party has the right to retain legal counsel. Section 6a states at least one representative. Mr. Crane confirmed this was for the purpose of the initial and follow-up meetings and that person should go to the arbitration hearing. Mr. Denman stated that the tenants that group together and this can constitute different changes in lease dates, can have one meeting and one arbitration meeting and there will be only one \$250.00 fee, instead of having several tenants pay a separate fee. Mr. Crane stated there is nothing in the law that prohibits a park owner to send out all the increases during the year at one time. Mr. Denman said in this particular scenario where several tenants have grouped together the community owner will also only have to pay the \$250.00 arbitration fee once. This encourages efficiency. Mr. Denman further stated that the procedures are an emergency due to the time constraints put upon the Authority and the procedures are really guidelines and are not meant to make changes to the law.

Mr. Denman said the process starts when the initial notice is sent out and the regulations talk about what has to be in that notice. The regulations then provide the scheduling of a meeting. Mr. Denman stated it is very difficult to schedule a meeting with a few people versus for example 200. Mr. Denman said it was decided that the landlord would suggest a meeting date in his initial rent increase notice and if there is no objection to this date, the date is set. Otherwise the

Authority has the sole discretion of selecting a meeting date, time and place. The meeting will be held in the same county where the community is. Mr. Denman further stated that it was impossible to set a meeting date that would make everyone happy and if everyone could agree to the meeting date suggested by the park owner, it would keep the Authority from being involved. Mr. Crane stated the Authority was copied in on the suggested meeting date sent out with the proposed rent increase notice. The meeting date is official once the Authority signs-off on it. The meeting date and time has to be of course reasonable and we will set it. Mr. Crane stated that was the process. Mr. Carroll interjected and said he was bothered by the wording “mutually-convenient” if we hear from people that they can’t agree on a time and date? Mr. Crane wondered if it should be taken out, would anyone have problem with that? Mr. Denman stated the change could be made and the regulation again is guidance. Mr. Denman stated there would be a sign-in sheet at the meeting that would be sent to the Authority. The park owner would have to disclose, at the meeting, all relevant factors as to why the rent increase was proposed. Mr. Denman stated if the parties can’t agree, they can extend or continue the meeting at a mutually-convenient time and place and if it is not resolved demand arbitration. Mr. Denman said if the parties come to an agreement they need to let the Authority know and it needs to be signed by all parties involved. If there is no agreement any party can initiate the arbitration process. The statute requires the payment of the arbitration fee by both parties. Mr. Denman would think most likely the tenants would petition for an arbitration hearing. The tenants would have to submit the \$250.00 and the community owner would have to submit his \$250.00 contribution. Mr. Denman stated that the party requesting an arbitration hearing has to initially come up with their arbitration fee. Mr. Crane stated per statute the Authority would appoint an arbitrator, but the arbitrator would not receive the file until both \$250.00 payments were made; then the process would be complete. The Authority does not want to have to collect the arbitration fee from either party down the road. Mr. Denman stated that with the petition submitted have to be 5 copies of the petition. Mr. Strine said it was discussed that the Authority would develop appropriate forms and put them on their website. Mr. Sears questioned if the Authority could establish a Legal Defense Fund? Mr. Crane stated the Authority was not authorized to do that. Mr. Denman stated that the Authority would have to pay any arbitration fees in excess of the \$500.00. Mr. Denman said the Authority would not pay for the cost of any legal counsel the tenants or park owner would choose to retain. Mr. Walsh asked what would happen if the park owner does not submit his \$250.00 fee? Mr. Crane stated he then would not be able to increase the rent. Mr. Crane stated the burden of proof is on the park owner. Mr. Dunn asked do the park owners have to have an attorney? Mr. Denman and Mr. Crane denied that. Mr. Denman stated per statute if neither party pays the arbitration fee nor petitions for an arbitration hearing, the park owner will be authorized to increase the rent. Mr. Crane stated that if the parties come to an agreement during their meeting on the proposed rent increase the Authority has to be notified. Mr. Denman stated the initial petition, accompanied by the \$250.00 arbitration fee, has to include the name, address and email address of the person filing for arbitration. The Authority will then establish a file. Mr. Denman further stated that all mail needs to be send US First Class Mail, postage prepaid. Mr. Denman stated that the Authority will establish a list of members of the Delaware Bar who are qualified and willing to act as arbitrators; the arbitrator has to show that they are trained in alternative dispute resolution. This list will be then posted on the Authority’s website. Mr. Crane stated the parties may choose their own arbitrator. Mr. Denman further stated that the Authority is not going to get in the way if the parties agree on an arbitrator. The arbitrator will look at the case and see if there is a conflict on his or her part to conduct an

impartial hearing. Mr. Denman stated for example if he was appointed as an arbitrator and a tenant or park owner was his client, he would be obligated to disclose that fact and say he could not arbitrate this hearing. Mr. Crane stated if this information has been disclosed and none of the parties have an objection to it, they can waive this. Mr. Denman noted the parties submit a list of their expected witnesses to the arbitrator and to make sure none of the witnesses pose a conflict. Mr. Denman further stated that the arbitration hearing must be held, unless otherwise agreed by all parties, within 60 days of filing the petition. In case more than one petition has been filed relating to the same matter, the date of filing of the first petition shall govern. This is what the statute provides. Mr. Strine confirmed that this was all part of the 90 day window. Mr. Denman said once the arbitrator was selected no ex parte communications were allowed; this means that none of the sides could contact the arbitrator. The arbitrator could require the parties to exchange relevant evidence before the hearing. The arbitrator can also reduce the number of witnesses to avoid duplication. Mr. Denman said at every arbitration hearing a court reporter would be present taking down all the information and can prepare a paper transcript. There is no requirement for a paper transcript unless the arbitrator directs the court reporter to transcribe one or there is the necessity to have one. The cost for this could be up to \$4,000. Mr. Denman further said at the arbitration hearing the community owner has precedence to speak first, as the burden of proof lays with the community owner. The arbitrator also has the right to treat sensitive information confidentially and will not disclose it, for example if it would deal with someone's Social Security Number. Mr. Sears asked what happened to complaints regarding parks that have been filed with the AG's office when this goes into effect? Is that something the Authority looks at? Mr. Denman stated that if Mr. Sears was an affected tenant, then he would know. As a tenant he would have to disclose this to the arbitrator. The Authority is only a facilitator by statute and is not obligated to go and seek out this information. The Authority does not make the decision regarding the rent increase. Mr. Denman stated the Authority is trying to make this process as easy as possible for everyone and the decision lies with the arbitrator or the court if someone to choose that way. Mr. Denman stated to make it clear; the arbitration hearings are private which means only selected people can be there. The arbitrator makes a decision based on the evidence and renders that decision within 15 days of the arbitration hearing. According to Mr. Denman the parties have a right to appeal that decision with the Prothonotary in the county the community is located and at that point the parties would have to seek legal counsel. Mr. Denman explained that Computing Time essentially means that if for example want to appeal the decision of the arbitrator today, you would not start counting the 30 days until tomorrow. In case the 30<sup>th</sup> day falls on a Sunday, you would have to appeal by Friday. Mr. Denman said if the Board approved these regulations they would be filed with Jeff Hague to be published in the Delaware Registrar and gives everyone the opportunity to submit comments. Mr. Crane stated the Authority would still have to promulgate regular regulations with public comments and a public hearing over a three months process. The Authority would either adopt these current regulations or make changes as necessary. Mr. Meldrum made the motion to adopt these Emergency Regulations as stated. Mr. Strine seconded the motion. The Board unanimously voted to adopt the Emergency Regulations. Mr. Strine said he wanted to add there was a lot of input and the Authority worked hard to make this process as smooth as possible for everyone. Mr. Crane agreed that the law as written was very difficult to deal with and all the parties privy to the drafted regulations signed off on it. Ms. Hemmerich thanked the Board for writing these regulations on such time constraints. Ms. Fuchs and Mr. Walsh agreed.

Mr. Denman stated that once everyone had signed the order to adopt these regulations and he was no longer needed he would go back to his office and file these regulations with Jeff Hague.

## **2. Authority Procedures Part B Updated:**

Mr. Crane stated it had been deferred to this meeting as several people had not had a chance to review them. Mr. Strine had several questions but had not brought his marked up copy; most were minor. Mr. Strine questioned the numbers were wrong and once it was agreed to change the numbers for non-relocatable homes would the procedures reflect that change?

Mr. Strine also questioned Section 1 in Part C, would it be a problem if the landlord facilitated a relocation, he did not want a problem for the tenant receiving the non-relocatable reimbursement? Mr. Strine read Section C, 1. 2: The tenant is not eligible for compensation if the landlord helps the tenant relocate by mutual consent. Mr. Strine thought that changes were being made. Mr. Denman stated the Authority could not change this as this was part of the law. Mr. Crane agreed that the procedures were only guidelines within the confines of the law.

Mr. Denman thought that the changes made were stylistic changes making the procedures consistent with the law, for example the Board changed from 9 members to 5 members. Mr. Crane stated that was his intent. Mr. Denman further noted that the changes did not trigger the need to go through the regulation process and get public comment. Mr. Denman suggested Mr. Strine create a redline of his comments and changes and circulate it. Mr. Strine agreed to email the Board a copy of the changes he had made. The Board agreed to defer this until the next meeting.

## **3. Caps for Non-Relocatable Homes Increase:**

Mr. Crane stated there were nine comments received, mostly from HOA's and a couple from park owners. Mr. Crane had created a chart with responses. The amounts ranged from book value to as is to \$5,000 to \$10,000 for single-wide homes. On the double-wide homes the amounts suggested ranged from book value up to \$20,000. FSMHA suggested \$3,000 as a reimbursement for the park owner. Lakeside suggested that the park owner contribute to the payment to the homeowner.

Mr. Strine said there is some logic in using the same caps that we have got in respect to the cost of moving a home. Mr. Strine stated that FSMHA suggested \$5,000 for a singlewide home and \$9,000 for a doublewide home. If you add the demolition costs to that, you are on par with the \$8,000 and \$12,000 relocation reimbursement. Mr. Strine stated that it would be more beneficial for the resident to receive \$5,000 for a home that is old and obsolete and non-relocatable. Before this law came into effect he voluntarily assisted a homeowner in moving and gave him \$5,000 towards a new home. The old home was then demolished. Mr. Strine also clarified for Mr. Crane that the homes that are talked about have to do with the Change of Land use and can't be utilized by the community owner.

Mr. Dunn questioned how much a demolition would cost and what about the scrap metal?

Mr. Strine replied at least \$5,000 – \$6,000; he just had to get rid of a burnt out home in one of his parks. Mr. Strine further stated that it was not worth it to them. Mr. Dunn questioned there

was no copper in a home from the 1960's? Mr. Strine said the home that was torn down was from the 1980's and nothing except for PVC pipes were pulled out. Mr. Strine, with his long experience and them demolishing at least a dozen a year, it has never made sense to them. Mr. Denman explained to the new Board Members that based on his experience a lot of the Homeowners elect to abandon the homes. In that case the homeowners receive a certain set amount for abandonment benefits.

Mr. Crane suggested to start out discussing a single-wide non-relocatable home first and then move on to a doublewide home. Mr. Crane stated that public comments would be welcome?

Mr. Denman asked to clarify if the discussion regarded abandoned homes or compensation for a home that was not abandoned but deemed non-relocatable? Mr. Crane replied that the talk regarded homes deemed non-relocatable. Mr. Strine commented there was an overlap there; a home could be too old to be moved and the only option then would be to abandon it, they still need a place to go. The home could be non-relocatable for various reasons. Mr. Crane said initially the home is still non-relocatable if the tenant chooses to abandon it or not due to the Change of Use.

Mr. Denman said the tenant had two options: 1. Not to argue about the value of the home and decides to abandon it and apply for the abandonment benefit at the amount that was set by the Authority. 2. The tenant wants to be reimbursed for the value of the home which is worth \$8,000 – and then the Authority has to determine how much to pay. Mr. Denman stated there were no caps for this particular situation. Mr. Dunn questioned what the greatest amount that had been paid out for a non-relocatable home? Mr. Denman stated there was a hearing before Mr. Strine's time, the tenants came in; the home had attachments and a tree close to the home which made it difficult to move. Mr. Denman believed per his recollection that the Authority paid \$8,000 and the landlord paid \$8,000 and the tenants were satisfied with that. Mr. Dunn asked whether the landlord had to contribute? Mr. Denman answered that no, the landlord was not obligated to and in this case had done so voluntarily. Mr. Strine commented there needed to be an internal cap. Mr. Dunn agreed. Ms. Hemmerich asked what if you had a singlewide with stick-built additions? Mr. Strine thought maybe this could be deemed a doublewide and change the language and definition where if the singlewide exceeds a certain length due to the additions that it is considered a doublewide? Mr. Crane thought there were a lot of mobile homes whose additions far outweighed the value of the home and he did not think it was the Authority's place to pay what it is worth. Mr. Crane agreed with Mr. Strine's proposal and thought it made sense. Mr. Strine stated there are more additions to homes down in the beach area. Ms. Hemmerich stated that a lot of people in Sussex County came as vacationers and once they retired and stayed permanently they added additions to their homes. Mr. Crane suggested to vote on each type of home one at a time to make it cleaner and easier.

Mr. Strine asked should there be a discussion in regards to the demolition costs? Mr. Crane replied to vote on the homes and make the landlords a third category.

Mr. Strine made the motion to set the maximum cap for singlewide non-relocatable homes to \$5,000 and define a singlewide plus conditioned spaces attachments that are 16 Ft. or narrower. Mr. Meldrum seconded the motion. Mr. Sears asked Mr. Strine does that exclude the salvage costs? Mr. Sears stated he knew the salvage costs were much higher than that. Mr. Strine replied this was between the landlord and the tenant. Mr. Crane stated it was the tenant's property until

the tenant abandoned it. Mr. Denman said in the statute was a provisions if the tenant abandoned the home or in case of a non-relocatable home the Authority could insist the title of the home be transferred to the Authority. The Authority then would be entitled to deal with the home, sell it for scrap, etc. Mr. Denman further stated that this has never happened. Mr. Sears asked does the title of the mobile home become a salvaged title, like an automobile?

Mr. Strine replied the landowner gets a demolition permit and it then goes back to the DMV as the home is gone and the title is gone. Mr. Crane stated the discussion was non-relocatable homes, not abandoned homes, this was a separate issue. Mr. Strine further said once the tenant had been paid it was the responsibility of the landlord to get rid of it and deal with the appropriate paperwork. Mr. Crane stated if there were on further questions he wanted to finish voting on the cap. The Board voted unanimously to increase the cap of non-relocatable singlewide homes per Mr. Strine's definition to \$5,000. Mr. Strine made the motion to increase the cap for doublewide non-relocatable homes to \$9,000. Mr. Crane asked Mr. Strine to define the doublewide home.

Mr. Strine defined a doublewide home as a home wider than 16 Ft. including additions which must be enclosed and conditioned. Mr. Meldrum seconded the motion. Mr. Denman thought there was a definition for homes in the statute, but could not find it. Mr. Strine thought for the purpose of setting a cap for these homes, the definitions made by the Authority should work. Mr. Sears asked what about triplexes? Mr. Strine stated a tenant could have a 12 Ft. wide with additions on both sides, as long it is wider than 16 Ft. it would count. Mr. Crane asked if there were any questions or comments regarding this figure? Mr. Crane further asked if there were any further discussions on the motion? The Board voted unanimously to increase the cap on non-relocatable homes to \$9,000 as long as the doublewide was wider than 16 Ft. including additions.

Mr. Crane stated to move on to the reimbursement to the park owner for demolition costs. Mr. Strine stated from the compensation standpoint the Authority wanted to be fair, but not overly generous considering what the demolition costs entail. Mr. Sears wondered if there was any accounting for this? Mr. Crane stated the landlord had to submit information to the Authority. Mr. Denman confirmed in the past the landlord had to submit back-up documents. Mr. Sears questioned what happens when the demolition cost goes up due to asbestos and the park owner is tied to that figure? Mr. Strine stated in Mr. Sear's scenario even if the costs would go up to \$7,000, the compensation cap would still be \$3,000. Mr. Crane commented the landowner needed provide the Authority with at least a bill to give the Authority a figure for compensation. Mr. Crane wondered why none of the HOA's had commented on this? Mr. Strine stated it did not affect them. Mr. Denman stated per statute the landowner had to let the Authority know if he realized a profit from the non-relocatable home. The statute was intended for reimbursement for out-of-pocket costs.

Mr. Dunn wondered what had changed over the last 15 years with today's recycling systems? Mr. Strine answered in the beginning their Industry Association had a pilot program, a decade ago, that allowed a park owner to take the intact unit straight to the landfill. It was very efficient and cost effective. The program was stopped and now it all has to be demolished on site. Mr. Strine further replied the cost goes up every year whereas a decade or more ago it would cost you \$1,200 to take it to the landfill.

Mr. Tunnell stated the appliances usually come out and the frame gets cut up.

It costs around \$5,000 - \$6,000 to take it to the landfill and the scrap value received is only \$150.00, which is not much. The Board agreed unanimously to raise the cap for reimbursement to the park owner to \$3,000.

#### **IV. Approval of Financial Activity & Report May 2013:**

Ms. Lantz stated this needed to be approved and it comes from the accountant's office. Mr. Strine asked could the Board today just focus on the updates and not go through everything? Mr. Crane thought this was a good idea.

Ms. Lantz asked if everyone had any comments on the financial report or questions? Mr. Crane stated that as far as he had seen there were no significant changes. Ms. Lantz stated she did not think so. Mr. Strine made the motion to approve the financial report. Mr. Meldrum seconded the motion. The Board approved the motion unanimously.

#### **A. Approval of other Financial Matters:**

##### **a) Approval of Legal Counsel Invoice July 2013:**

Mr. Meldrum made the motion to approve the July 2013 legal counsel invoice.

Mr. Strine seconded the motion. The Board agreed unanimously to approve the

July 2013 invoice.

##### **b) Approval of BDO Invoice June 2013:**

Ms. Lantz stated she had two invoices from BDO actually, one was for June 2013 and the other one was an invoice for writing the May 2013 financial report. Ms. Lantz stated that previously BDO would pay themselves and after talking to Mr. Crane it was decided that BDO needed to send the invoice to the Authority for approval. Ms. Lantz stated that the invoice amount had decreased a bit. Mr. Strine made the motion to approve both invoices. Mr. Meldrum seconded the motion. The Board approved the invoices unanimously.

#### **V. REPORTS:**

##### **A. Compliance Matters**

##### **3. Park Compliance Report:**

Mr. Strine asked if the Compliances Matters could be skipped? Mr. Crane questioned Ms. Lantz if there was anything unusual that needed to be addressed? Ms. Lantz stated Lowes Lakeview Campground still owed money.

Mr. Crane said this was under New Business? Ms. Lantz confirmed that.

Mr. Denman suggested sending another reminder? Ms. Lantz explained that she had left several voice messages with Mr. Givens and Mr. Denman had sent out a letter not too long ago. Ms. Lantz thought that Mr. Givens was ignoring any communication. Mr. Crane stated that Legal Counsel had explained to pursue this small amount would not be cost beneficial. The Board decided not to pursue this further.



## **VI. New Business:**

### **1. BDO/Falcdian Engagement Letter**

Mr. Crane stated we have an engagement letter from BDO/Falcdian that commenced on 1 July 2013. Mr. Crane was wondering if there was a reason not to sign this? Ms. Lantz stated she knew of none and there were no complaints. The Board agreed that the accountant was prompt. Ms. Lantz stated it was up to the Board to decide on another accounting firm, although she heard that BDO/Falcdian charged much more than a company in Dover would. Mr. Strine made the motion to sign the engagement letter and Mr. Meldrum seconded the motion. The Board agreed unanimously to continue on with BDO for another year. Mr. Dunn suggested to revisit this issue next year.

Mr. Crane asked if there were any questions or comments from the public before the Authority would go into Executive Session? Mr. Sears wondered about the lawsuit that had been filed against the Authority? Mr. Denman stated the Authority was represented by the AG's office and had filed in answer defending themselves against that claim. Mr. Denman stated he had a report for the Authority that he could not disclose and would have to be addressed in Executive Session due to Attorney Client privilege. Mr. Crane stated once the Authority could disclose information, it would.

Mr. Crane stated before going into Executive Session he wanted to let everyone know that the regulation was unable to address, but the law requires is the DSHA has to inform us as to what the CPI-U average is. The CPI-U is the Philadelphia-Wilmington-Atlantic City area index which is published every other month. The Authority has been communicating with the Housing Authority and Greg Strong, from the AG's office, is now involved. The Authority does not have that yet and has no control over that. Mr. Crane stated that hopefully we have that on our website within the week.

## **VII. EXECUTIVE SESSION:**

Mr. Crane made the motion to go into Executive Session at 2.25 p.m. Mr. Strine seconded the motion. Unanimous approval was given by all members present by voice vote.

Mr. Crane made the motion to come out of Executive Session at 2.55 p.m. Mr. Meldrum seconded the motion. Unanimous approval was given by all members present by voice vote.

Mr. Strine made the motion to increase Ms. Lantz's hourly wage to \$16 as of 1 Sept 2013 and again raise it to \$18 hourly as of 1 January 2014 in recognition of the good job she has done and the additional responsibilities coming her way.

Mr. Meldrum seconded that motion. Unanimous approval was given by all members present by voice vote.

**VIII. PUBLIC COMMENTS:**

Comments made by the public in regards to SB33 are displayed in the section for SB33.

**IX. ADJOURNMENT:**

The Board will meet next October 10, 2013 at 1 p.m.

As there was no further business before the Board, the motion was made for adjournment by Mr. Crane and seconded by Mr. Dunn. After unanimous approval from the members present, the meeting was adjourned at 3.00 p.m.

Respectfully submitted,

Susanne Lantz  
Executive Director