DELAWARE MANUFACTURED HOME RELOCATION AUTHORITY

1675 S. State Street Dover, Delaware

Minutes of July 23, 2013

IN ATTENDANCE:

Authority: Mitch Crane

Andy Strine George Meldrum

Bill Dunn John Morris

Susanne Lantz (Administrative Assistant)

Kevin Carroll

Legal Counsel: William Denman (left at 3.00 p.m.)

Compliance Investigator: Edwin Speraw (left 2.40 p.m.)

Other Attendees: Fred Neil, Tenant Wild Meadows

Leonard Sears, Tenant Briarwood Manor

Jill Fuchs, Tenant Barclay Farms

Bobbie Hemmerich, Tenant McNicol Place

John Walsh, Tenant Colonial East

Bob Valihura, Attorney

Robert Tunnel III, Owner Pot-Nets Jerry Heisler, Reybold Group

I. CALL TO ORDER:

Mr. Crane called the meeting to order at 1.00 p.m.

Mr. Crane introduced the two new Board Members for the Authority. John Morris, the new tenant representative replacing Richard Lemire and Bill Dunn, the appointee from the Pro-Temp of the Senate. Mr. Crane suggested that everyone present introduce themselves, including the visitors.

II. REVIEW AND APPROVAL OF MINUTES:

Mr. Crane asked the Board to approve the May, 2013 meeting minutes. The new members would not vote as they were not present. Mr. Meldrum made the motion to accept the May 23, 2013 meeting minutes. Mr. Strine seconded the motion. The Board approved the May 23, 2013 meeting minutes unanimously.

III. CHAIRMANS REPORT:

Mr. Crane stated that his report would be brief. Mr. Crane stated that he had made himself available to any parties regarding SB33, which will be discussed later. Mr. Crane has also made himself available to Community Owners and Tenants since becoming Chairman. Mr. Crane further stated

that there is a lot of nervousness out there regarding the Rent Justification Bill on both sides. Mr. Crane believed that this process that the Authority is involved in is not only fair and above board but that people perceive it as such. Mr. Crane stated he testified at the Sunset Review Committee Hearings which extend the life of the Authority for 5 more years. The Trust Fund cap was raised from \$10,000,000 to \$15,000,000. The Authority has also been given permission to set our own maximum caps regarding payouts. Mr. Crane stated he appreciated the work done by the Joint Sunset Review Committee.

IV. UNFINISHED BUSINESS:

1. SB 33 Rent Justification Bill:

Mr. Crane stated that he obtained the final version that Ms. Lantz has sent to all Board Members. Mr. Crane stated that the Authority oversees the process and makes sure that it is done in a fair fashion within the timeframes of the law. This means:

- 1. The Authority obtains from DSHA the Consumer Price Index for All Urban Consumers in the Philadelphia-Wilmington-Atlantic City area ("CPI-U"). The law requires DSHA to report this to the Authority and give the Authority advice. The initial reaction of DSHA was that they would answer any questions the Authority might have and that this was all DSHA was required to do. Mr. Crane stated he followed up on that with a copy of SB33 and outlined the responsibility of DSHA. The reason for his contact with DSHA was to find out how often they could assemble that information for the Authority as the Authority had received requests to post that information on the website. In turn DSHA told Mr. Crane they would do that, he does not know when.
- 2. When a Community Owner determines that the rent increase is above that CPI-U on a 36month average basis, that there is an informal meeting with Homeowners. The Authority makes sure this meeting takes place. The Authority has to determine how this is to happen. The Authority is also to be notified by the Community Owners when this proposed increase is to take place; the HOA's and Homeowners are also to be notified by law. Only a minority of communities have HOA's, which makes the Authority's work more difficult. The Authority has to determine how the meeting is set up and who does it? The Authority is to be notified wither there is an agreement or a disagreement. If there is a disagreement the Authority sets up an arbitration meeting. The law allows the Authority to use an Arbitrator from a list maintained by the Delaware Supreme Court who has been trained in dispute resolution and mediation and also allows the Authority to assemble other lists. The Authority needs to determine how to access these lists and people, who the arbitrator shall be and what the qualifications are. The arbitrator must have some experience in arbitration. Additionally the arbitrator and his or her family cannot have any personal or financial interest in the subject matter. The Homeowners and Community Owners must pay \$250.00 each towards the cost of arbitration. In situations where there is no HOA, who collects the fee from the Homeowners? Mr. Crane further stated that the law dictates that the Authority is responsible for costs other than the \$500 and direct cost of arbitration. As the appeal of the arbitration must be based on the recording of the arbitration hearing a Court Reporter must be paid. To avoid that cost it could be decided that unless there is an appeal no transcript shall be ordered, which is routine in the profession. those are the costs and how do you collect them, especially when there is no HOA in the community?

Mr. Crane further stated that as far as procedures go, he believes there are two options and he appreciated any advice from Legal Counsel or the Department of Justice on this.

1. The best way would be to create regulations which would be enforceable by law. By the 15^{th} of a month the Authority must propose the legislation to the Registrar of Regulations for publication on the following 1^{st} of the month. People are than given time to send in comments unless a Public Hearing is held. If there is no change to the proposal it must be submitted for advertising by the 15^{th} of a month for publication on the following 1^{st} . Then it can take effect. In short it would take about two month, which the Authority doesn't have.

2. Mr. Crane said that the second option is to write Emergency Regulations which would be valid for 6 months and then could be renewed for another 6 months.

The third option would be to establish procedures which the Authority has a right to do by law, but they might not be enforceable. Mr. Crane said this is where we are and he appreciated any input.

Mr. Strine believed that the benefit of the regulations would be that they are permanent but can be easily tweaked by the Board. He stated that no one knew that Emergency Regulations could be written and in place quicker. Mr. Crane stated yes, as he had done so at the Department of Insurance. Mr. Strine stated Emergency Regulations would be very helpful as we had 6 month and could make appropriate changes next year after having gathered some experience. Mr. Strine was sure that things would come up that no one had thought of and therefore it would be helpful to be able to make appropriate changes when the time comes. Mr. Strine was interested to hear what everyone else had to say.

Mr. Carroll stated that he believed regulations were good, but he wanted to hear the public comments as they were out there in the communities and will be affected by this. Mr. Carroll questioned that the law would affect leases expiring on or after 30 November 2013? Mr. Strine stated that we need to give notification 90 days prior. If a lease expires 1 January 2014 notice needs to be given in September. Time is of the essence.

Mr. Meldrum worried that this would be a lot more work for Ms. Lantz. Mr. Crane replied it would be a bit more work until everything was streamlined and if necessary a part-time help could be hired to assist Ms. Lantz.

Mr. Strine said that almost all of his communities have no HOA. Mr. Strine believed that when he would send a notice out he would hold meetings in his office and offer a couple dates which would be simpler and easier for him. Mr. Crane stated he was more concerned with the non-HOA communities. The law allows for arbitration, but is each individual homeowner in a community considered a party? That needs to be considered and worked out.

Mr. Heisler commented on Mr. Strine's comment regarding meetings and stated that most of the community owners could do it that way as the majority of the communities in the state have no HOAs. Mr. Heisler believed that if proof was shown that a meeting was held it would relieve the RTA of having to find a place for a meeting which in New Castle County could be difficult. Mr. Heisler believed a decision on that rather sooner than later was important and he was very concerned about this. Mr. Crane stated he believed the RTA was responsible to make sure the meetings were held, not schedule the meetings, but he could be wrong on that. Mr. Sears questioned on how the \$250 fee for arbitration was going to be collected from tenants in communities where there was no HOA? Mr. Sears thought the community owners could collect the fee from the tenants similar to the \$1.50 since they know who all the tenants are. Mr. Sears also questioned on how tenants that rent the homes in respective communities would be notified? Mr. Strine stated that they don't fall under Chapter 70. Mr. Morris confirmed this.

Mr. Tunnell asked that the law stated the Authority would schedule the meetings and wondered if the regulations could be written to allow the Community Owners to do that? Mr. Crane stated that the Authority could only operate within the boundaries of the law and

could not go past that. Mr. Valihura said the law stated "shall" and that the Community Owner could suggest set a date and time and the Authority within the law could accept that and if that was not feasible the Authority would have to step in and schedule the meeting. Mr. Valihura thought this would alleviate the burden that would fall on Ms. Lantz's shoulders. Mr. Heisler stated that in dealing with non-HOA communities Representative Baumbach had drafted a footprint in that respect and he suggested that the Authority could get a copy of that draft and start with that as time is short. Mr. Crane thanked Mr. Heisler and thanked Mr. Sears for his comment in regards to how to collect the arbitration fee from tenants. Mr. Morris stated that in his community the Community Owner does not provide the telephone number for tenants in the community to the HOA due to confidentially reasons. Mr. Morris stated that it is very difficult to contact other tenants especially when they don't join the HOA; therefore he thought that contacting the tenants should come from the Community Owner. Mr. Crane responded that the Community Owner has to notify all the tenants and the Authority by law.

Mr. Tunnell stated that going back to the people issue, if 5 out of 100 people in a community choose arbitration, if a homeowner is defined as a party, would those 5 speak for the entire community or only for themselves and would they object to the rent increase for themselves only or for the entire community? What is a definition of a party?

Mr. Neil saw a problem in leases having a different anniversary date when the rent changes. Mr. Sears said that in Sussex County a lot of Community Owners in Western Sussex County had no knowledge as to SB33 and a lot of them are prepared to hand out rent increases in January and act as if SB33 does not exist.

Mr. Strine stated that as a Community Owner he is aware that a lot needs to be worked out. Mr. Crane said that all Community Owners will be notified of SB33 within the week. Mr. Tunnell was wondering if there was a way to stagger rent increases within the regulation, some in January, February, March and so on. Was there a way to have one notification a year obviously 90 days prior and aggregate that? Mr. Carroll believed there should be some flexibility in the regulation to avoid having a Community Owner come in every 30 days for a small group of people. Mr. Crane stated the law reads the CPI-U average based on 36 months prior to the 90 day period and therefore he didn't think the Authority could do that. Mr. Tunnell thought the 90 day period showed some flexibility that the notification could be send out 120 days before. Mr. Crane stated the Authority would look at that.

Mr. Strine stated that in his Westbay Park he sits down with the HOA Board and explains the rent increase. He believed that having to do 12 of these would be difficult. Mr. Crane thought it would be an advantage for the Homeowners as the CPI-U could be higher 6 months down the road.

Mr. Heisler stated that the Senators that sponsored SB33 knew that there would be tweaks after the 1st of the year. Mr. Heisler suggested to put a framework together that allows for effective communication between Community Owner and Homeowner. The Community Owners want a consistency in the process to make sure everyone does it the same way. Mr. Crane agreed there would be tweaks to any legislation that needs to be improved but doesn't think it will happen in January. Mr. Heisler stated that when Mr. Neil and he would agree on something regarding Landlord-Tenant issues it is going to go through quickly. Mr. Crane stated he did not think that Legislation would want to see this bill again in a long time. Mr. Speraw said it makes it so much easier to Mr. Tunnell and Mr. Strine to talk to their HOA's and it might help if the other owners would be encouraged to have an HOA to deal with instead of a lot of people when the lease changes. Mr. Speraw stated that some tenants feel threatened because the owners don't want a HOA. Mr. Crane stated you have to have someone to communicate with.

Mr. Strine stated in most of the family parks it might just not work, they have tried without

any luck.

Mr. Morris questioned could the Authority come up with a once a year or twice a year anniversary date to make it easier instead of having a throng of anniversary dates? Mr. Crane stated the Authority didn't have the authority to order such a thing, but the Community Owners could change the date. Mr. Strine thought it was definitely doable. Mr. Speraw thought that only two things could be changed in the lease and therefore the anniversary date could not be changed. Mr. Crane stated the Authority can't, but the Community Owners can. Mr. Strine stated that as Mr. Tunnel said as long as 90 day notice is given, they are good. Mr. Crane stated the Authority would get an opinion from Legal Counsel on that to back it up. Mr. Dunn asked how often do the Community Owners consider raising the rent? Mr. Strine replied once a year. Mr. Dunn asked no matter if the rent was raised in November or January for that calendar year it would remain the same? Mr. Strine replied if the rent is raised in January about 2% the rate holds for 12 calendar months. Mr. Dunn asked so for the next 12 months there would not be any changes? Mr. Strine stated that this was correct. Mr. Dunn was asking for communities without a HOA, could we forgo or incur their \$250.00 fee? Mr. Crane stated we have to collect \$250.00 from Community Owners and \$250.00 from Homeowners. Mr. Crane stated the \$1.50 monthly fee is collected by the Community Owners. Mr. Carroll questioned what the legal definition of fee was? In this case it depends if it goes to arbitration. Mr. Crane stated the money would not be collected unless it went to arbitration. Mr. Carroll wondered what the obligation was? Mr. Crane stated it was a good question, what if the Home Owners did not pay? Mr. Strine stated that from a Community Owners viewpoint, there needs to be some type of threshold so you don't have to get dragged through this every time someone disagrees. Mr. Heisler stated the theory regarding the threshold was that they wanted a realistic and not a burdensome amount for the tenants. Mr. Heisler stated that the thought was also that over time Community Owners would offer a partial year lease for new people coming in and then go to a yearly lease. Mr. Heisler saw a lot of problems written with the law and the fact with the date of the recent CPI-U and then also with having an arbitrator. He stated from the Reybold Group perspective if he made major improvements to the park he wanted to see a return on that investment. Mr. Crane stated that major improvements have been written into the law where the Community Owner can recoup more than the CPI-U when the money is paid out. Mr. Crane further stated that the Authority would have to come up with these definitions.

Mr. Tunnell suggest taking a look at the Public Services Commission, they have guidelines and outline factors for rent cases and spent infrastructure for public utilities.

Mr. Heisler thought that there are other regulations to look at, for example the IRS and so on. Mr. Heisler further suggested that the arbitrators have more information at their hands regarding the market conditions.

Ms. Hemmerich asked if their company, which is located outside of Delaware, can use their money to improve another community out of state? Mr. Crane replied that the company can use the money anyway they want, but an increase has to be tied to the CPI-U and in order to get that money they have to improve that specific community.

Mr. Sears had a concern regarding the Capital Improvements and wondered what happened when it was paid for, does it drop back, and does it go on? Mr. Sears thought this was a very grey area.

Mr. Strine responded this was a very good question. Mr. Strine said the Public Utility Commission has a lifecycle and gave examples. Mr. Sears asked can they come back to the table and ask for more?

Mr. Crane replied that after let's say 15 years it would happen all over again, the same way the IRS deals with depreciation.

Ms. Fuchs asked talking above improvements, if the roads have to be paved; shouldn't this be

part of the Community Owner's Business Plan and put money aside for that? Why do the Homeowners have to contribute to that? Mr. Crane replied that this was a moral argument, but is what the law provides.

Mr. Crane asked to go back to the beginning of the points made and asked Mr. Denman what his thoughts were on regulations versus procedures issue.

Mr. Denman replied the Administrative Procedures Act gives flexibility on terms of how you want to go. Mr. Denman thought after listening to all the comments it was a good idea not to forgo the formal regulation process and a public hearing as the Authority would most likely get a lot of helpful comments from the public. Concerning regulations you have to work within the confines of the law.

Mr. Denman stated that this is a new statute; it is complicated with a lot of unanswered questions. If either party is not happy with the arbitrator's decision they can appeal the decision. He stated it depends on how far the Authority wants to go with these regulations. Mr. Denman referred to the arbitration costs as per statute the Authority pays for arbitration costs that exceed \$500. What is a direct arbitration cost? The arbitrator needs to be paid someone and arbitration costs can be in the thousands as the hearing can take days instead of hours. Mr. Denman thought initially the Authority would have to come up with Emergency Regulations to deal with the beginning wave of increases. Once the Authority goes through the process things come up that no one has thought of and the Authority can then go through a more formal process and tweak the system.

Mr. Strine thought as long as the Authority has the option to make changes in the future and fix problems along the way and revisited everything in a timely fashion, which was important. Mr. Crane stated that Emergency Regulations have a life of 6 months and can be extended another 6 months. Mr. Strine thought it would force the Authority to revisit everything in a timelier manner and that was good. Mr. Crane stated that the next meeting is on 15 August 2013 and if the Emergency Regulations can be approved at the next Board Meeting and then submitted by the 16th, and then Mr. Crane and Mr. Denman have a lot of work to do. Mr. Denman agreed. Mr. Heisler interjected stating that Mr. Tunnel and he would hold meetings with the Community Owners in August or September and would like to facilitate the process by getting the word out. Mr. Crane stated there was just not enough time and he would like to have a motion on this. Mr. Strine made the motion to proceed with Emergency Regulations ideally with the Boards approval submitted after the next meeting. Mr. Morris seconded the motion. Mr. Dunn asked will the Board Members be notified during the process? Mr. Crane stated that ideally yes, under the circumstances no. Mr. Crane stated he would talk to Mr. Denman, the problem with getting everyone's input means the longer it takes to for the process. Mr. Strine stated that he would make himself available and help as much as he can as a Community Owner. Mr. Crane stated initially everyone would be copied. Mr. Heisler asked if they would be seen before they are voted on? Mr. Crane stated no. Mr. Denman thought that they could be made available to everyone to see. Mr. Crane stated it could be discussed later. Mr. Dunn thought to let everyone know 2 weeks before the meeting on the regulations. Mr. Crane stated that would be in a week! Mr. Carroll asked if the meeting can't be pushed back? Mr. Heisler interjected and stated it affects their business. Mr. Crane stated the meeting can't be pushed back as the regulations need to be published and in effect by September. Mr. Speraw asked is this not the definition of Emergency Regulations? It made sense to him. Mr. Strine stated that as long as the Community Owners are involved in the process he is fine with it. Mr. Crane replied that Mr. Strine had been included right from the start and that this would not change. Mr. Crane stated a draft will be circled to the Board before the meeting. Mr. Crane then asked the Board to finalize the motion if there were no further questions. The Board voted unanimously to adopt Emergency Regulations.

2. Satterfield (Oakway Inc.).

Mr. Crane asked Ms. Lantz in regards to the park and asked Ms. Lantz to explain the situation to the new Board Members. Ms. Lantz stated that the park has seasonal tenants and some tenants living there year round. The Compliance Investigator found out that a lot of the seasonal tenants are also there in the off season. The owner started paying finally, but the payments fluctuated drastically by quarter. The Board had decided that it was not a seasonal park and the payments per quarter should reflect all leased lots. Legal Counsel finally drafted a letter and the park owner contacted Ms. Lantz recently and has not only submitted the Quarter 1 payment for this year for all 29 tenants, but also promised to pay in a timely manner from now on. Mr. Dunn asked if letters were sent out Certified Mail. Ms. Lantz stated with the limited amount of cash she has she mails out letters "Proof of Mailing" which shows that letters were mailed out.

3. Authority Procedures Part B Updated:

Mr. Crane stated that these procedures were supposed to be undertaken by the previous Chair and it never happened. Mr. Crane made minor changes and they are usually posted on the website. All the changes Mr. Crane made are underlined. Ms. Lantz stated the procedures were mailed out to all the Board Members, but she received no response. Mr. Denman asked if he could receive a copy as he could not comment on something he had not seen. Mr. Crane asked Ms. Lantz to send Mr. Denman a copy. The Board decided to defer a vote on this until the next meeting.

V. 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 made the motion to accept this report. Mr. Meldrum seconded the motion. The Board approved the motion unanimously.

A. Approval of other Financial Matters:

a) Approval of Legal Counsel Invoice May 2013 and June 2013:

Mr. Crane informed the new members that under a law that was passed last year the Authority is now able to recoup legal fees. Mr. Strine stated that Mr. Meldrum and he looked over these invoices every month. Mr. Meldrum made the motion to approve the May and June 2013 legal invoices. Mr. Crane asked the new members if they wanted to vote on this. Mr. Dunn stated that he would abstain, he was planning on getting together with Ms. Lantz in the future to be better prepared. The remaining Board Members present by voice vote unanimously approved the invoices.

b) Approval of BDO Invoice May 2013:

Mr. Crane explained that BDO is the company that we have contracted with that makes all our payments, salaries, expenses and everything else. Ms. Lantz stated that in the past someone from BDO attended the meetings. Mr. Strine made the motion to approve the invoice and Mr. Meldrum seconded the motion. The Board unanimously approved this invoice.

Mr. Crane stated that Ms. Lantz had copied him in on all the Service Contracts and he was going to go over that and was thinking about putting some of these out for bid.

IV: REPORTS:

A. Compliance Matters

1. Annual Registration Report:

Ms. Lantz stated that Mr. Denman had worked with Hilltop MHP and they have finally registered for the next year.

Equine Rescue bought Lowes MHP and they have also registered for the next year.

Ms. Lantz stated that the registration forms are always mailed out in September and that there will not be a new report until then.

3. Park Compliance Report:

i. Judgments Filed & Unsatisfied:

Hilltop MHP: Ms. Lantz stated for the benefit of the new members that this was a problem park, that the Authority had compliance issues with the park for the last several years, long before she came on board. Mr. Denman has been working with Hilltop to register and start paying., but so far the park has not submitted any payments. Mr. Denman stated that the park could at least submit the coupons to find out what they owe. Ms. Lantz said nothing has been submitted to DOR and the last email correspondence that Mr. Denman was copied on from the Property Manager stated that she would try to comply but it might take a while as she was running 3 businesses out of that office. Mr. Denman thought he needed to follow up on that. Ms. Lantz believed that this park would be a problem in the future. Mr. Morris asked is there a requirement for the back money they owed? Mr. Crane stated the Authority goes after all the money that is owed. Mr. Speraw stated that he had talked to tenants in the past and has names and information and all tenants stated they pay the \$1.50. Problem is the owner does not submit it. Doesn't that constitute fraud? Mr. Crane agreed. Mr. Carroll asked Mr. Speraw to provide him with that information. Mr. Denman stated the park has been sued, but the park has a huge mortgage against the property. Mr. Denman said Court of Chancery issued an order to the park to file quarterly reports, until then we don't know how much is owed. After this action a dialog was opened and it looks like the only thing we have so far is the registration. Mr. Denman stated he would follow up on this.

M&S and Grandview MHP: Ms. Lantz stated that both parks have been a problem for years. Mr. Denman had filed a lawsuit against the park and filed for an injunction. The park finally got in touch with the Authority and requested a payment plan which was granted by the Board. This month the park has not paid the quarterly payment due. Ms. Lantz has asked them to end all the checks to her so she knows that they are paid instead of having to wait for DOR to let her know. She will keep on top of this.

<u>Pine Ridge:</u> Ms. Lantz stated another problem park. The father deeded the park to his daughter. It took forever to get her attention to start paying and there is a lien on the property. Ms. Hastings, the new owner, has been paying, but has problems with the tenants that don't pay their share.

The Crossings at Oak Orchard: Ms. Lantz stated the park has been paying what she owes according to the payment plan which will take several years. Ms. Lantz stated the Authority has not figured out the interest part, Mr. Strine asked if that was the park that had submitted the financial records? Ms. Lantz confirmed that. Mr. Strine stated that the park was in financial hardship. Mr. Morris asked if the park was staying current? Ms. Lantz confirmed that the park not only paid for what was owed in the past, but also paid for current quarters. Ms. Lantz stated with what she owes it will take a long time.

ii. Former Park Compliance Issues Pending:

Lowes Campground: Ms. Lantz said the park was discovered 2 years ago and has 3 leased

lots. Mr. Givens filed for bankruptcy and come to an agreement with Mr. Denman regarding paying what he owed. So far Mr. Givens has paid a partial sum of that agreement. Ms. Lantz has had no luck with getting the rest of the money, despite leaving voice messages. Mr. Givens is ignoring all communications. Mr. Denman has sent another letter and has given Mr. Givens 10 days to respond. Mr. Denman stated the amount was \$145.00.

<u>Satterfield MHP:</u> Ms. Lantz said as stated earlier the park has is paid up to date and has promised to submit payments in a timely fashion.

iii. Recent Park Compliance Issues Arising & Resolved:

<u>Briarwood MHP and Scottsdale MHP:</u> Ms. Lantz said they had put up the park for sale and invited the tenants to purchase the park. Ms. Lantz said the Authority tried to get information from the park with no luck. Mr. Denman then got involved and send another letter to the park. The Community Owner has replied that the communities were no longer up for sale via email and the Authority has closed this case. Mr. Carroll stated that in the future if they try to do this again this would show willful disregard. Mr. Crane confirmed that.

<u>Changing Fates:</u> Ms. Lantz stated that they are the new owners. Mr. Denman send them a letter requesting them to register. Ms. Lantz has received a registration form and the park has set up an account with DOR, but have not made any payments yet. Ms. Lantz stated that if she doesn't see anything by next week, she will send delinquent letters.

iv. Parks Removed Report:

Ms. Lantz stated that nothing has changed on this report.

VII. EXECUTIVE SESSION:

Mr. Meldrum made the motion to go into Executive Session at 2.40 p.m. Mr. Morris 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 3.15 p.m. Mr. Meldrum seconded the motion. Unanimous approval was given by all members present by voice vote.

Mr. Crane stated that he wanted to change Ms. Lantz's title to Executive Director as she was doing more than a mere Administrative Assistant. Mr. Crane believed that people would see Ms. Lantz and her position in a different way and added that a raise would eventually follow. The members of the Board thought this a good idea. Mr. Strine made the motion to change Ms. Lantz's title and Mr. Crane seconded the motion. Unanimous approval was given by all members present by voice vote.

Mr. Crane stated the next meeting has been set for 15 August 2013. Mr. Morris stated that he would not be there. Mr. Crane stated that he would be out of town the following week.

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 August 15, 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. Meldrum. After unanimous approval from the members present, the meeting was adjourned at 3.20 p.m.

Respectfully submitted,

Susanne Lantz Executive Director