

LITTLE ROCK SANITARY SEWER COMMITTEE
Minutes of the Meeting Held
March 18, 2009

The Little Rock Sanitary Sewer Committee met at 4:00 p.m., Wednesday, March 18, 2009, in the conference room of Little Rock Wastewater. Those attending included:

Little Rock Sanitary Sewer Committee

James R. Pender, Chair
Dale J. Wintroath, Vice Chair
Cynthia C. Miller, Secretary
Ken Griffey, Member
Marilyn K. Perryman, Member

Little Rock Wastewater

Reggie A. Corbitt, P.E., CEO
James A. Barham, Manager of Finance
Howell Anderson, P.E., Manager of Engineering Services
Stanley Miller, Manager of Operations
Mack M. Vought, Manager of Maintenance & Construction

Others attending included Sara Stephens of Richard A. Stephens Appraisers, Andy Applegate of Diamond Bear Brewery, Vince Hotho of Garver Engineers, James Wiley of 6009 Stagecoach Road, Craig Johnson, Andrew Pownall and Joe Dollerschell of CDM, David M. Powell of Williams & Anderson, PLC, Cindy Trickey and Carol Smith of The Cashion Co., Jack East, III, Attorney, Naomi Brickey, Kourosh Malek, and Terry Ross of Building & Utility Contractors, Tim Sparks of Insurance Mart, Mike Cobb and Bill Kenneman of Cobb & Suskie LTD, and support staff from Administration and Community Relations, Engineering Services, Environmental Assessment Division, Finance, and Information Services. Don F. Hamilton, General Counsel, and Mark Stodola, Ex Officio Member, did not attend.

The meeting was called to order by Mr. Pender, and on motion duly made and seconded, the Minutes of the February 18, 2009, meeting were approved as written. Mr. Pender then stated that two citizen communication cards were submitted and asked Andy Applegate of Diamond Bear Brewery to address the Sewer Committee.

Mr. Applegate stated that he had met with Little Rock Wastewater staff on Monday in an effort to resolve the issue of Diamond Bear Brewery's outstanding surcharge fees. Mr. Applegate asked Mr. Barham to describe the settlement that was proposed, and Mr. Barham stated that as a means of settling the outstanding surcharge bill of \$6,853, Diamond Bear proposes to pay the current month's surcharge bill of \$86.97 plus 1/12th of the outstanding bill (\$6,766.18) or \$563.95, and each month thereafter pay the current month's bill plus 1/12th so that at the end of the 12 month period the account will be current. Mr. Applegate said that while they appreciate the spirit of negotiations, Diamond Bear still has some issues since the whole problem arose from the extremely high surcharge fees. He said they have tried to work with LRW, but they are a small business located in a very old building and do not have the resources to do all of the improvements that have been recommended. Mr. Applegate said that some of their previous practices have been questioned and said that they will do nothing in the future that would damage their integrity. He said that they considered some of the past negotiations unreasonable, although in the past few days there have been some very positive conversations, but still not what Diamond Bear is looking for. He said he understood that "numbers from the past could not be erased" but they considered \$8,500 in surcharges in a one year period a lot for a small business to pay and more than their fair share. He said recent conversations have been limited to surcharges and a few permitting issues, and Diamond Bear would be meeting tomorrow regarding their permit and will do that in good faith. He said that, in recent emails, they had proposed a reduction in surcharge fees and/or that some of the surcharges be diverted into the cost of equipment to improve their wastewater stream, but he has had no response.

Mr. Applegate said that it is his impression that Little Rock Wastewater is only interested in recovering past due bills without late fees and therefore no legal action or show cause hearing would be necessary. He said he was unaware of the possible show cause hearing until the Monday meeting and he thought that Diamond Bear has tried to respond in a timely manner during the last few days and that they are striving to do the right thing. He said errors have been made in the past, the errors have been corrected, and they will continue to correct them. He reiterated that he did not think that Diamond Bear had been charged fairly and they will continue to question what they consider unreasonable surcharges. He said that there had been wide variances in surcharges, from \$600 down to about \$70 a month, and they can live with the \$70. He then said he had no other comments and would be happy to answer any questions.

Mr. Wintroath asked if Diamond Bear had been able to deal with the flow monitoring issues that were brought up, and Mr. Barham said that in one of the emails, Mr. Applegate had proposed that they offset some of the surcharges and install a flow monitor which would cost approximately \$3, 800 and would probably reduce their sewer charges as well as the surcharges. Mr. Wintroath asked if this would affect other tenants and Mr. Barham stated that all of the tenants go through one meter. Mr. Barham also stated that another proposal to Diamond Bear was that they split the cost of a sampling port. Mr. Wintroath asked who would install the port and Mr. Corbitt stated that Diamond Bear would be responsible for the installation. Mr. Griffey asked if Diamond Bear is expanding their operation and Mr. Applegate said that they were to

some extent although they had been forced to replace a failed tank so that they now have three tanks one of which is a holding tank; however, they do plan more production.

Mr. Griffey asked if he was correct in that the two main issues were the reduction of surcharges and the credit toward installation of equipment and Mr. Applegate stated that he did not think LRW had had time to respond to those issues as one of the emails was sent around 11:00 a.m. of this date. Mr. Pender stated that he thought that the matter of reduction of surcharges had been addressed previously and, by regulation, we cannot do that since we must charge a uniform fee to all surcharged industries if the utility receives any grant money. Mr. Applegate said that had been made clear to him during the conversation on Monday.

Mr. Pender asked if the staff was comfortable with the proposed settlement arrangements, and Mr. Barham responded that this method is consistent with the methods used by Central Arkansas Water in resolving billing issues.

Mr. Griffey thanked Mr. Applegate for his willingness to resolve the surcharge issues and stated that he believed the Sewer Committee had done everything possible to resolve the issues with Diamond Bear and do what is best for the citizens of Little Rock and said that he hoped Mr. Applegate would consider this a gesture made in good faith. He asked if Mr. Applegate was willing to accept the terms of the proposal and Mr. Applegate said he would do so under protest.

Mr. Wintroath said that he would like to help Diamond Bear and asked about financing of the flow meter. Mr. Pender said that this might also violate the statutes and he would prefer to have Mr. Hamilton's opinion before making that decision. Mr. Wintroath asked if the financial arrangement could be a contractual issue outside the diversion of fees and Mr. Corbitt said that it would be best for Mr. Hamilton to also address that issue.

Stan Suel said that the Arkansas Department of Environmental Quality has a program to finance such things for small businesses and Mr. Pender asked that he give Mr. Applegate the contact information.

On motion by Mr. Wintroath, seconded by Mr. Griffey, the Sewer Committee unanimously approved the settlement proposal for resolution of past due surcharge fees with the flow meter installation to be at the option of Diamond Bear Brewery. Mr. Applegate was then excused from the meeting.

Mr. Griffey thanked Mr. Corbitt, Mr. Barham, and staff on the resolution of the Diamond Bear Brewery matter.

Mr. Pender then called James Wiley to address the Sewer Committee regarding his request for LRW to waive sewer connection fees. Mr. Wiley said that when he purchased his home at 6009 Stagecoach Road he was not informed about the new sewer project or the grace period for connecting to the sanitary sewer and he had continued to use his septic system. He said that he was unaware of the grace period or

the \$125 connection fee until a tree died and he called Little Rock Wastewater and was told that the grace period to collect damages from the project was over. He said he did not receive any type of notification of the project or the grace period for connection. He said that when he contacted LRW about the connection fee he was told it would now cost approximately \$3,000, which he cannot afford since he is disabled and on a fixed income.

Mr. Corbitt stated that Mr. Wiley had sought assistance from the Sewer Committee in June, 2003, through the office of Congressman Vice Snyder and the matter was considered at the June, 2003 meeting of the Sewer Committee at which time the Committee decided not to waive the connection fees and instructed Mr. Corbitt to notify Congressman Snyder which was done by letter dated July 7, 2003. Mr. Corbitt stated that since the request for a waiver was presented by Congressman Snyder's office, the Committee's decision was relayed to Congressman Snyder and he found nothing to indicate that this decision was provided to Mr. Wiley directly although it was his recollection that Mr. Snyder's staff said they would do so.

Mr. Pender told Mr. Wiley that the Sewer Committee would take his request under advisement and he would be informed of their decision. Mr. Wiley was then excused from the meeting.

Jim Barham then introduced B. J. Harrison, Accounting Supervisor of Little Rock Wastewater, and Mike Cobb and Bill Kinneman of Cobb & Suskie, LTD, who presented the financial audit for the year ended December 31, 2008. After discussion, and on motion duly made and seconded, the Sewer Committee voted unanimously to accept the financial audit. Mr. Cobb and Mr. Kinneman were then excused from the meeting. Mr. Pender expressed the Sewer Committee's appreciation of the Financial staff's efforts in meeting the audit requirements so successfully.

Howell Anderson presented the results of the bid opening held February 17, 2009, for the Peak Flow Attenuation Facilities Arch Street Pump Station Improvements, stating that this is the third of five contracts for construction of the peak flow project and the contract will upgrade the hydraulic capacity of the pump station from 38 mgd to 45 mgd as called for in the System Evaluation and Capacity Assurance Plan and eliminate the College Station Pump Station as currently configured and construct a vicinity pump station in its place. Mr. Anderson said the low bid was submitted by Van Horn Construction in the amount of \$7,350,390, and stated that it is CDM's and staff's recommendation that Mr. Corbitt be authorized to execute a contract with Van Horn Construction. On motion duly made and seconded, the Sewer Committee voted unanimously to authorize Mr. Corbitt to execute the contract documents with Van Horn Construction.

Mr. Anderson also presented the results of a bid opening on February 11, 2009, for the Barton Area Overflow Mitigation Project. Mr. Anderson stated that there were eight bids received, and the apparent low bid was submitted by Building and Utility Contractors in the amount of \$1,770,641.36. Mr. Anderson said that Building and Utility Contractors

was also the low bidder on the Unsewered Area 5 project, from which the current litigation regarding the Harrison/King lawsuit evolved. He stated that Mr. Hamilton had questioned Building and Utility Contractors' responsibility as a contractor in view of their denial of responsibility to indemnify Little Rock Wastewater from liability from damage that occurred during the prosecution of the work for that contract. Mr. Hamilton was of the opinion that this raised a question of whether Building & Utility was a "responsible" bidder now, in view of that conduct which was a breach of the contract with Little Rock Wastewater..

Mr. Anderson said that the bids will expire in 60 days, or on April 12, which would be prior to the April Sewer Committee meeting so staff would appreciate action on the bid today. He proposed that the bid from Building and Utility Contractors not be accepted today and requested that Mr. Corbitt be authorized to award the contract to Building and Utility Contractors upon response from them to Mr. Hamilton's satisfaction that they have met the contractual obligation under the previous (Unsewered Area 5) contract and if they are unable to convince Mr. Hamilton that they have met those obligations, the Sewer Committee authorize Mr. Corbitt to award the contract to the second low bidder, Heller Company, for the amount of \$2,076,813.35, with resolution by April 3, 2009. Mr. Anderson introduced David Powell of the Williams & Anderson law firm, stating that he had asked Mr. Powell to be present, in Mr. Hamilton's absence, to address any questions the Committee might have.

Mr. Pender asked Mr. Powell for his opinion on the matter and Mr. .Powell stated that the issue the Sewer Committee has is whether it must accept the low bid submitted by Building and Utility Contractors. He said the standard is whether or not the bid is both responsive and responsible. He said that the bid submitted by Building and Utility Contractors is obviously responsive since they submitted the low bid. However, in the opinion of LRW General Counsel, there has been a contractual default and given that contractual default, at this point, determining whether or not they are a responsible bidder in this particular contract situation is the dilemma. Mr. Powell said it is his analysis that the contractual default is something that can be taken into consideration in determining whether or not Building and Utility Contractors has acted responsibly in performing prior contractual obligations, and can consider as part of the judgment in awarding this contract. He said he thought that what staff has recommended that the Sewer Committee do is clearly within the latitude and the judgment that they can exercise in addressing the situation.

Mr. Pender asked whether Mr. Powell had looked at the issue of whether the Sewer Committee can delegate the responsibility to their attorney and Mr. Corbitt to his satisfaction, and Mr. Powell responded that he did think the Committee could do so for that kind of judgment issue on the contract. Mr. Pender then asked if there were comments from representatives of Building and Utility.

Jack East, III, stated that he represented Building and Utility Contractors and only heard about the contract dispute this morning, but that Building and Utility was \$300,000 low for this project and he assured the Sewer Committee that Building and Utility

Contractors fully intends to honor its contractual promises to the City of Little Rock and this commission. He said there is an indemnity provision in the contract, out of which arises the Harrison and King dispute. As he understands the lawsuit, it is one between Harrison and King against Little Rock Wastewater, Building and Utility, and T. Raney, Building and Utility's subcontractor. He said that just this week, Building and Utility received a letter that he had given Mr. Powell in which T. Raney's insurer has agreed to indemnify and hold harmless without qualification Building & Utility in connection with this lawsuit. He said he now believed that Building and Utility's carrier will turn around and tell Little Rock Wastewater the same thing, although he has no authority to make this representation on behalf of Travelers, that they will indemnify and defend Little Rock Wastewater from all claims arising out of the Harrison and King dispute, that are covered by the indemnity agreement. He said that is an important distinction because there are claims presented in the Harrison and King lawsuit that are specifically excluded from the indemnity provision in the contract, for example, design errors, and those issues are specifically excluded. He said he did not think Building and Utility would be responsible for any design flaws even if there wasn't such a provision in the contract. However, Mr. East said that the main thing is that Building & Utility is going to live up to its indemnity obligations, have furnished an insurance policy in accordance with the contractual provisions, the insurance companies have been looking at this matter, and they have just received an agreement to indemnify from T. Raney's insurer. He said there is a lawyer present representing T. Raney, who will confirm this. He said that he had a list of 46 jobs that Building and Utility has done for this Committee and has never before been declared in default, has always finished the jobs, and is a responsible bidder with a good track record according to the Committee's own records. He said he thought the Committee had the right to delay the voting on this matter but questioned whether it would be wise to do so.

Mr. Pender asked Mr. Powell if he had any questions, and he said that if everything Mr. East said comes to pass, there is no problem, and if Building and Utility Contractors intends to honor its indemnity obligation, he expects that Travelers, the insurer, will recognize that it has obligations to underwrite the Utility or the insurance obligations of Building and Utility, so he concluded that staff's recommendation is a sound one.

Mr. Corbitt commented that the situation arose when LRW received a denial letter from Travelers Insurance that they were not responsible. Mr. Anderson commented that the letter was dated January 28th. Mr. East said that he had been advised that the denial letter was from the bonding company side of Travelers, not the insurance company side. Mr. East said the bonding company bonds the job for completion and they finished the job. Mr. Pender said he realized that Mr. East was in no position to guarantee anything, but wondered if all of this can come to pass by April 3rd, and Mr. East said he thought so.

Mr. Pender asked if anyone else from Building and Utility Contractors wanted to speak to this matter and Mr. Tom Diaz, representing T. Raney said that he had only learned of the matter this morning also but had seen the letter where the carrier for T. Raney has indicated that they are going to agree to defend and indemnify Building and Utility for

this job, and the obvious next step would be to submit it to Travelers to make the determination of whether or not they are going to defend and indemnify Little Rock Wastewater, and that is something they will "jump on" very quickly as they understand there is an April 3rd deadline and there are issues that they will have to work through with Mr. Hamilton, including the allegations that part of the case involves design issues. He said that although he has not looked at the contract between LRW and Building and Utility, there is an exclusion in the indemnity clause if there is a dispute arising out of design issues so that's something that will have to be worked through with Mr. Hamilton.

Mr. Griffey asked, based on the deadline, what their course of action should be and Mr. Pender said he thought they had the option of a motion approving staff's recommendation to give Mr. Hamilton and Mr. Corbitt the discretion of ascertaining whether Building and Utility has properly indemnified LRW, or decide not to take action until more information is available. However, there is no meeting scheduled prior to April 12th unless a special meeting is called. He said his only other question is whether this decision can be legally delegated and if it cannot be delegated, a special meeting would have to be called.

On motion by Ms. Miller, seconded by Mr. Wintroath, the Sewer Committee voted unanimously to authorize the award of the contract to Building and Utility Contractors, subject to Mr. Hamilton's satisfaction that they have met the contractual obligation, and if Mr. Hamilton determines that they have not met those obligations, or if the decision cannot be legally delegated, a special meeting be held by April 3, 2009, in order to resolve this issue. The representatives from Building and Utility Contractors, Mr. Powell, Mr. East, and Mr. Diaz were then excused from the meeting.

Jim Barham presented a request for modification of Little Rock Wastewater's Consolidated Fee Schedule. Mr. Barham stated that, at the time of the 2009 budget preparation, Raftelis sent recommended changes to the consolidate fee schedule based on the rate study. The changes were implemented, but Stan Suel, Director of the Environmental Assessment Division, asked that Raftelis look at a three year step increase since some of the fees had changed significantly. The revised consolidated fee schedule was recently received. Mr. Barham mentioned that there were two appendixes included in the material for review by the Sewer Committee, Appendix A represents the approved consolidated fee schedule from the 2009 budget, and Appendix B, the step increases requested by Mr. Suel. After discussion, and on motion duly made and seconded, the Sewer Committee unanimously approved the changes recommended by Raftelis in Exhibit B.

After discussion, and on motion duly made and seconded, the following resolutions were unanimously approved:

A Resolution to Authorize Little Rock Wastewater to Use State of Arkansas Bid Purchases as an Option for the Purchase of Equipment and Vehicles for the Current Year and Succeeding Years, as Needed, and for Other Purposes.

A Resolution to Authorize Little Rock Wastewater to Use Pulaski County, Arkansas, Bid Purchases as an Option for the Purchase of Equipment and Vehicles for the Current Year and Succeeding Years, as Needed, and for Other Purposes

A Resolution to Authorize Little Rock Wastewater to Use City of Little Rock Bid Purchases as an Option for the Purchase of Equipment and Vehicles for the Current Year and Succeeding Years, as Needed, and for Other Purposes.

A Resolution to Authorize Little Rock Wastewater to Use Arkansas State Highway and Transportation Department Bid Purchases as an Option for the Purchase of Equipment and Vehicles for the Current Year and Succeeding Years, as Needed, and for Other Purposes.

A Resolution to Condemn Certain Land for Easements to Install a Sewer Line in Project 301 S Pulaski at 312 S Pulaski, Little Rock, Arkansas, Because the Little Rock Sanitary Sewer Committee is Unable to Purchase the Easements by Voluntary Sale and Acquisition of the Easements is Essential to Complete the Project.

A Resolution to Condemn Certain Land for Easements to Install a Sewer Line in Project Barton Rehab OMP at 2117 Howard St, Little Rock, Arkansas, Because the Little Rock Sanitary Sewer Committee is Unable to Purchase the Easements by Voluntary Sale and Acquisition of the Easements is Essential to Complete the Project.

A Resolution Recommending and Consenting that Certain Sanitary Sewer Easements in Favor of the City of Little Rock for the Use and Benefit of the Little Rock Sanitary Sewer Committee Located within Lots 1 – 4 Block 7, Thalheimer's Subdivision of Block 7, Glendale Addition, Little Rock, Pulaski County, Arkansas, Filed as Instrument Nos. 2001012386, 2001066256, and 2001014052, Respectively, be Abandoned, Provided that Such Abandonment Will Not be Effective until the Existing Sewer Line in the Easements is Relocated in New Easements.

A Resolution Authorizing Little Rock Wastewater Chief Executive Officer ("LRW CEO") to Issue a Show Cause Order to Mountain Pure, LLC, A/K/A Mountain Pure Water Company ("Mountain Pure"), Pursuant to City of Little Rock Pretreatment Ordinance No. 19,895, Conduct a Hearing For Mountain Pure to Show Cause (1) Why its Industrial Discharge Permit Should Not be Revoked, (2) Why Administrative Fines Should Not be Imposed, and (3) Why Further Discharge into the City of Little Rock's Sewer System Should Not be Terminated Because of Violations of City of Little Rock Ordinances, Permit and Compliance Order Previously Entered;

and, Further Authorizing LRW CEO to Take All Other Actions Deemed Necessary by LRW CEO, to Effect Compliance, and Collections of Sums Due Little Rock Wastewater, Including, but not Limited to, Entry of Further Orders, and to Execute all Documentation in Connection Therewith.

Ms. Stephens was then excused from the meeting.

Mack Vought reported four dry weather overflows during the month of February, with six overflows year to date. He also stated that other goals such as emergency calls involving mains and calls involving private service lines either met or exceeded estimated goals for the month. Mr. Vought also reported Plant Maintenance showed 84.5 hours as preventive maintenance, 161.5 hours proactive maintenance and 60.5 hours as reactive maintenance.

Jim Barham, Manager of Finance, presented the financial report for the month of February, 2009. After discussion and upon motion duly made and seconded, the financial reports were approved by the Sewer Committee, including the payment of Operations & Maintenance expenditures in the amount of \$1,768,600. The Consolidated Statement of Cash Receipts and Disbursements reflect receipts of \$4,251,262 and disbursements of \$8,601,817, decreasing funds available for the month by \$4,350,555. Net income for the month is \$218,134 and net income year to date is (\$539,609).

Stan Miller reported there were no NPDES permit violations during the month of February. The nocardia growth causing foaming problems at the Adams Field facility in February is under control and the Fourche Creek facility experienced no nocardia problems; however, the Fourche facility was shut down for approximately 60 hours for construction on the 42" force main, which was a collaborative effort involving Operations, Maintenance, and Engineering Services. Mr. Miller said everything went very smoothly and the anaerobic digesters were sustained.

Howell Anderson reported that the peak flow attenuation facility project is 85% complete on Contract II which includes the pump station, force main, and equalization basin. He said work on Little Maumelle Contract II presently includes tying of rebar and pouring concrete and estimated the Little Maumelle facility is about 25% complete on the actual treatment facility. Construction on the pump station is just starting and is about 6% complete. He mentioned that Ranch Properties is continuing to withhold the easement for the conveyance system and he, Mr. Hamilton, and CDM personnel have spent a considerable amount of time on this matter. He reminded the Sewer Committee of their approval of emergency action on the redundant force main and stated that on Tuesday of the week following the February Sewer Committee meeting, flow was shut off on the existing line and Diamond Construction relayed 450 feet of 42" pipe, restoring flow at 6:00 p.m., Thursday. Mr. Anderson said that it was a great effort from all concerned. Mr. Anderson also reported that the first meeting was held on the Fourche Creek Hydraulic Upgrade, and a decision was made to separate the disinfection portion of the project because the dechlorination deadline is approaching and that portion of the

project is being accelerated. The remainder of the project is in design stage, and delivery of the gen set was March 10th. An inhouse inspection of the large diameter pipe was done and a contractor hired for cleaning. During the inspection, a number of problems were found and SAK was hired to use the cured in place pipe method of correcting these problems.

In the absence of Don Hamilton, Mr. Corbitt called attention to Mr. Hamilton's previously submitted report. He said that an executive summary covering the Sierra Club report and Consent Administrative Order, was prepared and presented to the Little Rock Board of Directors. He referenced the condemnation of the easement on the Ranch Properties, and said the contractor wanted access to the property at the grade crossing by the railroad and tried to work out an alternate route. An impasse was reached and Ranch Properties returned with a requirement that an agreement be entered into that LRW would repave the section within the city. City officials said they preferred not to enter into such an agreement, but that the streets were their property and if damaged they would be the final decision makers concerning the repairs. Ranch Properties has taken the position that, since there is a strip of land owned by the railroad at Buckland Circle, it is not adjacent and Little Rock Wastewater does not have the right to cross it. Mr. Corbitt said the contractor planned to show up with equipment and if they physically deny access, we will go to the court for damages and expenses.

Mr. Corbitt also mentioned that the Sewer Committee had considered a Request for Proposal for a feasibility study for a generating system to be shared by the Little Rock Wastewater Adams Field facility and the Little Rock Airport. He said the Airport Commission had a significant amount of money from the stimulus plan and he had met with Jim Dailey, one of the Airport commissioners, and representatives from Energy Resource Group, who has the expertise and has been selected by the airport to perform an energy study. He said it is his recommendation that the airport board negotiate the contract with Energy Resource Group to include Little Rock Wastewater for the Adams Field and Fourche Creek energy efficiency study. He said Mr. Anderson and others had inspected a similar collaboration with UAMS, the Health Department, and the State Hospital, the end result of which was six generator units allowing them to negotiate an interruptible rate with Entergy. Mr. Corbitt said the Airport Commission proposed that Little Rock Wastewater "piggyback" off the contract they negotiate. He further stated that the company they selected also has a contract with the University of Arkansas for energy management. Mr. Corbitt said the Utility has the option of going ahead with a Request for Proposal on our own or participate with the Airport Commission. He said he would bring additional information as it becomes available.

There being no other business and on motion duly made and seconded, the meeting was adjourned.

Respectfully Submitted,

Cynthia C. Miller, Secretary