The Leelanau County Land Bank Authority held a regular meeting on Tuesday, July 21, 2020.

Proceedings of the meeting are being recorded (audio and video) and are not the official record of the meeting. The formally approved/accepted written copy of the minutes will be the official record of the meeting.

CALL TO ORDER

Meeting was called to order by Chairman Gallagher at 9:00 am, who led the Pledge of Allegiance. The meeting was held at the Leelanau County Government Center, 8527 E. Government Center Dr., Suttons Bay MI and via ZOOM.

ROLL CALL

Members PresentJ. Gallagher, T. Galla, R. Isphording, C. Janik(At Government Center)P. Soutas-Little, D. Heinz, R. FosterMembers Present:P. Soutas-Little, D. Heinz, R. Foster(via ZOOM)W. Irvin, N. Kalchik, J. StimsonPublic Present:S. Crum(via ZOOM - audio)S. Crum

APPROVAL OF AGENDA

Motion by Janik, seconded by Isphording, to approve the agenda as presented. Motion carried 7-0.

APPROVAL OF JUNE 16, 2020 MINUTES

Motion by Janik, seconded by Soutas-Little, to approve the June 16 minutes as presented. Motion carried 7-0.

PUBLIC COMMENT - None.

DISCUSSION/ACTION ITEMS

1. Habitat – Madison Avenue

Gallagher stated there is a Resolution in the packet to waive the compliance that we have for the Purchase & Development Agreement, to allow Habitat to sell the property, and that the seller (Habitat) will put the proceeds toward the Maple City (Marilyn Flaska property) project. Additionally, he was asked to confirm the demolition cost for the property. He received an estimate of \$11,000 for the remaining structure. He met with *Remax* to understand what the valuation of the property would be; subjectively as it stands with the building intact it is worth \$50,000. If we were to do a full demo and have a clean lot, it would be worth \$50,000. *Remax* did not feel there was much improvement by us taking it down because there is value in the structure itself. The realtor affirmed that the property could be rehabbed as is, and either sold or retained for use. Gallagher said he went back into the last meeting packet, and the deed restrictions the Village put on the Madison Ave. property would limit it to a single-family owner-occupied residence; applicable to zoning requirements. That is a perpetual deed restriction and on page 11 of last month's packet. Gallagher opened the floor to discussion.

Janik thanked Gallagher for his work. The resolution outlines that proceeds have to go to the Maple City project. What happens if that project does not go through, if it does not materialize? Gallagher said the funds are then lost. Janik said he wanted this to work, but what happens in that situation. Gallagher said he had proposed in discussion with (Wendy) Irvin that the Land Bank would hold the sale proceeds in escrow during the construction period and Habitat would draw from the Land Bank those proceeds for use of the construction permitting, etc. for the Maple City project. Janik asked Irvin if she agreed and she said, they do. Gallagher said it was not in the language in the resolution but we could have it inserted.

Nathan Kalchik of Habitat for Humanity stated they do have a drawing of the preliminary idea of what they want

to put on the property. There are three lots there right now and with the existing zoning, they are allowed three duplexes. Habitat considered possibly going for eight units instead of six. Some of their concerns were crowding the property, and making them desirable for homeowner's. The only way to make eight units work is to do (2) four-plex's, then they look like apartments and there is concern if the neighbors will like them. Gallagher said with consideration of Maple City and its architecture, using three duplexes was a better fit for the community. Kalchik said it still gives Habitat the ability to provide six affordable housing units without making it look crowded or like an apartment complex. With a four-plex, you have to invest in the whole four-plex at one time. Whereas if you do a duplex, you can do two at a time so the outlay of cash it takes to build the project is less and it makes it more affordable. We can build two units and get them sold and then be working on the next ones.

Janik asked Kalchik to walk thru the timeline. Kalchik said they are working with Rick Prince of Prince Engineering, and they are working with an architect for a good design that fits. Their plan is to be building in the spring and have all designs and approvals done this year. Janik asked about any hurdles with the township. Kalchik said they have sat down with the zoning administrator already and the six units are allowed by use. The most time-consuming issue is a community sewer (Part 41) and water supply. He has already met with the Health Department and kind of determined where the sewer system would go. Doing a community sewer instead of individual sewers works better. Gallagher asked Kalchik to expand on that, since doing the project in Northport with REACH, doing Part 41 is very time consuming, and in the current climate with working with EGLE, there is going to be greater delays with response and processing, because people are working remotely. Gallagher questioned going with the Part 41 instead of individual systems. Kalchik commented on some of the challenges of the site such as the upper corner that was not suitable and locations of some standing water. There is also a plume from the old gas station that travels down the west side of the property, and they are investigating that a little more. Clay from Health Department would be concerned about putting a well in that lower lot. They are considering keeping the one well in the upper corner away from the plume, and putting the drain field down in the lower corner on 667. Kalchik stated that is why they have recruited Prince, since Part 41 is time consuming.

Galla asked if they would be asking the Land Bank to sign off on any permits or applications? Kalchik replied he would have to have that conversation with the zoning administrator. Galla referenced a past project with a developer and the Brownfield Redevelopment Authority where that was required. They had difficulties with that arrangement. If the Land Bank has to sign off, is it something we will be accepting of, as far as a lay-out? Kalchik replied he would get some answers.

Janik added we are still partial owners, if this deal goes through. Gallagher affirmed and stated the intent of our purchase agreement is that we are the owners and we will relinquish our ownership rights at the sale of property or the home, but we would retain ownership of the adjacent undeveloped properties until they are sold. Janik assumed we would have to be a part of that process. Galla agreed, and also for Part 41 for the septic system. Janik referenced the Leland property and how there were a lot of assumptions made and the developer went forward without permission or consultation with the county and it caused major problems which took years to resolve. Kalchik said he understands the concern and caution.

Galla referenced the Part 41 and said she understands that it is a lengthy process. She referenced a housing project that was completed with a Part 41 and said the municipality had to back that system, so that is something that has to considered, if that is still a requirement. Gallagher said in recent applications they have allowed for an escrow account to the satisfaction of EGLE for the purpose of maintenance on the septic.

Galla asked about the consideration of a private road on this property, which was mentioned at a prior meeting. Kalchik stated he did not remember that comment, but there was discussion about the layout of the units, and they would like to keep them closer to the road. Galla noted the property is already bound on 3 sides by county roads. Kalchik said he can share what they did for placement of homes.

Janik added one thing that will help them with the township is Habitat's track record and the home they built in Maple City, which fits in very well. That should help the process because of a proven track record. Kalchik said

they have to know what fits and also what fits the neighborhood. Janik said he thinks people are glad not to have the Dollar General there. Kalchik stated they had a tremendous amount of support for building the house in Maple City. Even from the beginning there was a lot of support.

Gallagher brought the discussion back to Madison Ave., and noted there are a couple of options that we need to discuss and to get feedback from Habitat and this body. One option is to allow for the sale of the property with the deed restrictions outlined by the Village of Suttons Bay, with the proceeds to be held by the Land Bank and only drawn to be used for the Maple City project. Another option is to negotiate with Habitat to take back the property and do the development ourselves, whether it is just demolition or demolition and construction. The third option is to sell it ourselves. The purchase & development agreement with Habitat expires in December. It is not likely they will build and have it demolished by then. In going through the property last week with a realtor, there is some standing water in the basement. It is a Michigan basement and because of the high-water level, he thinks it is street drainage not being able to drain to the bay. We need to act so there is not more damage. Otherwise, there will be additional costs because of water in the basement and the foundation starts to go. Gallagher suggested taking action today so Habitat can move on and focus on Maple City. Janik requested Gallagher go over the options one more time. Gallagher explained.

Heinz questioned the last paragraph of the resolution referencing proceeds. Gallagher explained it would be less the expenses incurred by Habitat thus far. Heinz asked about getting back the costs we incurred and Gallagher replied our recovery would be through the TIF at five-year, 50% collection. Heinz stated if it sells for \$50,000 and there is no real estate commission, there will still be less than \$50,000 that goes toward Maple City. Gallagher estimated about \$34,000. The proforma from Habitat shows about \$16,000 that they invested into the property doing demolition, permitting, and site plans. Janik said the key is the property would go back on the tax rolls. Gallagher said with option one, allowing Habitat to sell it, we would also require a performance bond that property has to be developed within 18 or 24 months, upon purchase. Galla asked who will require that? Gallagher said if they allow Habitat to sell it, that would be part of the condition. Janik said that is not part of the agreement. Galla asked how that is enforced. Gallagher answered it is a performance bond, so we would have a bonding agent put a bond for the cost to build a home. Say it is for \$250,000; the cost of the bond would be a couple hundred dollars to the developer and if they fail to perform, we collect on the bond and do the project.

Janik asked if Habitat sells the property and they are the owner, how do we enforce it. Gallagher replied it may be Habitat that enforces it. Galla suggested getting out of it completely. Janik agreed.

Irvin stated when Habitat had the intention to sell, they put a deed restriction that the existing building must be removed in six months and build a new home in 18 months. Janik said that was Habitat's decision and Irvin confirmed. Janik suggested we stay out of that.

Motion by Janik, seconded by Isphording, to approve the proposed resolution for compliance with the development agreement on Madison Ave., Suttons Bay with Habitat, pending a modification in terms of the escrow account and approved by our legal counsel, and if that occurs, we authorize signing of the agreement by the board Chairman.

Janik clarified, saying we are authorizing Gallagher to sign, pending final legal review and modification to the agreement regarding the escrow funding going towards the Maple City project. Janik said he does not want us to be involved with the development of the property or involved in a bond performance. Our goal from the beginning was to put a home on this property and that will happen, and the proceeds will go towards several homes in Maple City. Janik commented on visiting the property several times and going into the basement which was not in good shape. Odds are that someone will probably have to tear this down.

Galla appreciated Gallagher getting the information on resale value. She commented on past experience and other properties sold by the Land Bank and felt we did much better in the past when we went with demolition on a couple of the sites, cleaned them up and got them ready to sell for a good value and then put that money into

the Land Bank for future projects. If there is an opportunity again in the future maybe that is the first step. To look at whether we should demo and put funds back into the Land Bank.

Gallagher stated Habitat did receive an offer of \$46,000 with those deed restrictions. The value is there. Janik said from a financial standpoint we could maybe gain a little bit, but goals are achieved by putting it back on the tax roll, it will be a single home in Suttons Bay, plus they will be getting six homes in Maple City and proceeds of this will go toward Maple City.

Soutas-Little questioned the options available. Do we retain and we sell? Gallagher replied no, that would require us to take the property back for some consideration. Soutas-Little questioned if that was the same option as option two. Gallagher said it is whether or not we do a brownfield plan or demolition, or we do the demolition demolition and construction.

Soutas-Little thanked Gallagher for the work done on this. She appreciated Irvin and Kalchik talking about the plans for Maple City. It is encouraging and exciting and sounds like it has potential for being a nice thing for the community and a good addition for affordable homes. Her preference is that we take back the property and let this run out. There is far more flexibility for us. She didn't' see it as win-win, she sees it as a partial win, and would much prefer the other direction.

Isphording stated if this doesn't work out, they can always go back to step two. Galla asked if there is a timeline or are we providing a timeline that if they don't sell it, we will take it back under the purchase agreement. Janik said legal counsel could add that. Gallagher felt it should coincide with the purchase & development agreement expiring 12/31. Isphording asked Irvin about the timeline and Irvin concurred with Gallagher's recommendation.

Janik modified his motion to add the timeline in to match the purchase agreement. Isphording agreed to the modification.

Roll Call vote: Soutas-Little – No Janik-Yes Isphording- yes Foster – No Heinz-Yes Galla-Yes Gallagher-Yes *Motion Carried 5-2*

Gallagher said he will bring this back; he has authorization to sign. He will work on this and present updated draft for Habitat to review and will not have to bring back to next month's meeting. With the updated resolution we are all in agreement and they can go ahead and list the property.

Galla asked to clarify what Gallagher said regarding review because Habitat is not to review again. This resolution states it will be ready to go once our attorney finalizes it. Gallagher agreed.

Irvin stated they have a board meeting on Thursday and she can share the vote this morning. Irvin thanked them for their time and understanding. She knows it has been disappointing, and appreciates the partnership.

Gallagher asked for a proposed design for Maple City. Kalchik handed out the drawing and Gallagher said he would scan and send to all members who are participating by ZOOM.

2. Homestretch Update

Jonathon Stimson – Homestretch

Stimson said at the last meeting he asked for a mechanism to allow Homestretch to score a little bit better on the application they are seeking for the Marek Rd. property. The scoring is in the packet for the 2020 grant. With the submission of this scoring, they are at 60 points. The minimum threshold is probably 60 points. The one point from Land Bank may get us in the running for getting the grant. Stimson said he should have brought this up when they offered to purchase the property. They set aside \$5,000 for demolition. He is offering that \$5,000 to the land bank to demolish or remove it, in exchange for donating the property to Homestretch. Stimson said if they are able to get the grant from the federal home loan bank then they can complete the fundraising efforts and perform on this agreement. Then the deed transfers to Homestretch so they can proceed with the project. It is the same agreement they used with Benzie county and it was accepted with federal home loan bank. It is a tried and true system. Stimson said there is a proforma which operates pretty well on this property. There is no utility burden on the homeowner's for water and sewer as it is going to have a private system, which is a benefit to the residents instead of having to pay the municipal cost. Two units they have set aside for 30% AMI or less, and those units have a voucher attached to them from the homeless coalition. They are willing to give us a voucher and they are working on an agreement for that. Stimson added there is community support for this project. It is not the most ideal walkable site but it does have good merits. In the meeting he had with Leelanau Christian Neighbors (LCN), they voted to support it and will be sending wording to add to his grant application. They are willing to set aside some help for anyone that needs an income boost to gualify, in an amount of \$200 per month for two units for five years. Essentially it is a \$24,000 donation to this project. If the Land Bank agrees to this request, Stimson felt they could get the loan from federal home loan bank. If they were to have the land donated to them, there is still a cost for the Land Bank (or Homestretch), to remove the structure. Homestretch is willing to give that money to the Land Bank to remove the structure. Stimson said he probably should have identified that in the beginning when they put in a competitive bid for the property. No one else bid on the property. This would not mean they get the land, because they still need to get their funding in place.

Galla questioned what the back taxes were for this property. Was it \$5,000 or less? Gallagher said he believes it was \$3,400. Galla asked if Homestretch owns this then the Land Bank does not get anything off the 5/50, correct? Gallagher confirmed. Stimson confirmed that construction would start in 2021. Their funds should be in place by end of this year, and then permits, finished plans, etc. He still had some site concerns with regard to situation of the buildings on the site. They will have to improve the entrance off M-204. There are soils on the upper level that will perk. They will still have about \$250,000 in site costs. Once that is spent, they will amortize the cost over 40 years. Tenants won't have to pay \$50/month for sewer and water. The proforma he shared gets into a lot more detail. The ratio of soft to hard debt is pretty good, it is low, less than 40%. He believes it is financially feasible, but he will know for sure once he gets the quote back from Kal Excavating for site costs. Homestretch will deliver back to you the facts on the property and will have spent \$8-\$10,000 in due diligence which they are not requesting reimbursement for. If anyone else wishes to buy it they will have good information.

Gallagher clarified, to execute your request you are looking for a quit claim deed for \$1 to Homestretch basically allowing first right of refusal or a reversion clause that if by 6/1/2021 finances are not there, the property reverts back to Land Bank.

Janik had to excuse himself for a required meeting at 10 am. (left at 10 am)

Galla questioned Stimson on the transfer of property and noted we don't need a deed at this time. Stimson agreed. Galla said in the packet there are 2 documents, an Escrow Agreement and a Purchase Agreement. She asked Gallagher if those are the documents we are asked to consider today. Gallagher confirmed. Galla asked Stimson if these were approved today would it allow Homestretch to go forward with the application and perhaps score higher. It doesn't actually have us transferring the property at this time it just allows us to go down that path. Stimson agreed. Galla added that we have an offer from someone to take the building down for \$2,000 and if back taxes are \$3,400 then we have about \$1,400 that we would recover with 5/50. Gallagher said we would get money from Homestretch for the removal of the building. Galla said she was trying to confirm we were going to break even. Gallagher felt we would end in the black.

5 Land Bank Authority

Heinz asked Gallagher about last month's meeting at which time Gallagher talked about legally not being able to donate property to any organization. Do these scenarios that Mr. Stimson is talking about, work around that issue? Gallagher replied this is more quid pro quo, there is a valuation for the property, but it is set on performance. Galla stated we are actually selling for \$1. Gallagher said he feels that meets the criteria for consideration. It meets the requirements of an arm's length transaction; it is not a gift. It does have a reversion back to the county if it does not get the financing.

Heinz asked about page 12 where Stimson makes a reference for up to \$5,000 for the removal of the existing buildings. Are they still going to give \$5,000 or do we get \$2,000 for the Blumenthal deal? Gallagher said if this board entertains it, we would agree to the \$5,000 and that would be a condition set along with \$1 consideration for the property.

Heinz asked Stimson if the property has been rezoned yet or is that still a contingency? Stimson stated all documentation has been turned in and a request was made to be on the township May or June meeting but their agenda was too full. The township had other items because they weren't meeting because of COVID. It is actually a special permit allowable for up to eight multi-family units per acre in this district, and we are below that threshold with 10 units, as opposed to 18 or 20. Gallagher added we have that in writing from the zoning administrator, and feels the township is supportive of this project.

Stimson added the deadline for this grant application is a week from this Friday. We basically have two weeks. If we can get this resolved, that would be his desire.

Motion by Galla, seconded by Isphording, to approve the escrow agreement between Leelanau County Land Bank Fast Track Authority and Homestretch, with the change on the first page of the document to say that the property is located in Suttons Bay Township.

Heinz stated he thought we were selling the land, not putting it in escrow but selling it for \$5,000, and issuing a quit claim deed. Is the deed going into an escrow account? Gallagher stated yes, it will be going into an escrow account pending the grant approval. There won't be a transfer until the funding has been secured.

Motion carried 6-0.

Motion by Galla, seconded by Gallagher, to enter into a purchase agreement between the Leelanau County Land Bank Fast Track Authority and Homestretch with a change in the document to state that the property is located in Suttons Bay Township.

Heinz stated he realizes this is just a draft, but there are some typos in the document. He pointed out some corrections needed on several pages.

Galla modified the motion to accept the changes as Heinz noted, and Gallagher accepted.

Motion carried 6-0.

Short discussion ensued over whether demolition costs should be included in the purchase agreement.

Gallagher requested Homestretch provide us with a contractual agreement for the removal of the contents of Marek Road in the amount of \$5,000.

Motion by Galla, seconded by Soutas-Little to have Corporate Counsel do a contract for \$5,000 for demolition, to be signed by both parties, and authorize the board chair to execute once reviewed by Corporate Counsel.

Isphording asked Stimson about the application process and approval. Stimson stated if they claim that the property is being transferred according to their point system, they have to show supporting documents. If I have points for having 30% or lower voucher units, they want proof we have the voucher so we give them a Memorandum of Understanding (MOU) MOU from the Housing Coalition, which is another way to support the fact that we can claim those points. Isphording thought if they don't have all the information in the application, they may object to that.

Stimson said irrespective of the \$1 transfer, they still have to pay money for demolition. There has been interest in that building. The reason for \$1 is Michigan law does not allow for gifting of land.

Heinz said you need to get at or above 60 points and for that extra point you need an executed purchase agreement that shows the title in escrow. The \$5,000 is a different deal that has nothing to do with you meeting your deadlines to apply. Gallagher added that will only be executed once funding is secured. Heinz questioned if the Land Bank wants to sign something like that that commits the sale of property without getting the \$5,000 in another agreement. Do we need that executed by both parties before we sign the purchase agreement? Stimson said he was fine with that. Gallagher said there will be no demolition unless they go through with the project. Otherwise, it reverts back to us.

Motion carried 6-0.

3. Marek Road Cleanup

Galla noted all members should have received a copy of the asset purchase agreement from a buyer interested in purchasing the building and contents for \$2,000.

Heinz asked for clarification. Homestretch is not paying us for demolition until they get funding? Gallagher affirmed. Heinz asked if we are considering selling this structure to someone to demolish for \$2,000? Is October 1 correct and will permits be needed? Gallagher said no. It is not on the property record card. The structure is not affixed to the property and there is no foundation. The contents are on the ground. The biggest thing would be removing the structure.

Galla said she would feel more comfortable checking with Corporate Counsel to get more clarification as to what is being asked from Homestretch. Gallagher stated there is a timing issue in order to execute the contractual agreement before allowing this asset purchase so that we have a proper timeline and order of events. He can bring this back next month after other documents are executed and get some feedback from Corporate Counsel. Gallagher asked if the board would want to entertain this with approval by Corporate Counsel so he could let buyer know we have to take care of the proper paperwork.

Galla asked who drafted the document. Gallagher responded, the buyer. Galla said she would feel more comfortable having our Corporate Counsel draft the document, as we are owners.

CLAIMS & ACCOUNTS & POST AUDIT – None CORRESPONDENCE / COMMUNICATION ITEMS – None

PUBLIC COMMENT – None

MEMBER COMMENTS / CHAIRPERSON COMMENTS

Gallagher said he met with the Housing Action Committee (HAC) for Leelanau county to talk about the Bayview property. Galla has a scanned copy of the PUD. Gallagher had a conference call with members HAC Lois Bahle and Tony Lentych regarding a 60-unit development. The purpose of the conference call was to see if there was interest in working with Lentych on this project. The Land Bank has been supportive of housing projects. If there is anything that comes to fruition it will be brought before the Land Bank for consideration. At 60 units, this is bigger than anything we have ever been involved with.

Soutas-Little asked where it is located? Gallagher said it is north of Suttons Bay, off Dumas Rd. Heinz asked and Gallagher affirmed it is part of a bankruptcy. Heinz said he thought it was owned by Kuras Properties. Gallagher stated there are four owners and the PUD is a couple hundred acres. Each developer, Bob Kuras, the Mitchells, Roth family, etc. have different sections of the property. The property in question is owned by Frigid Foods. The intent is to either approach Frigid foods to see if they are willing to sell or get all members of the PUD to dissolve it. One of the members is the condo association and Gallagher as the County Treasurer. As the Treasurer, he owns 24 condo lots. The PUD may need to be vacated as it is so extensive and restrictive.

Soutas-Little said she certainly supports the will of the majority on *the* board for the Madison street resolution. Given the status of Madison Ave. structure, she was very surprised *Remax* would value the property the same whether it is demolished or not. She wonders if another real estate agency would have the same concern. There is very little that is salvageable in that structure, so it is hard to understand why that value was made, plus that was part of the reason Habitat had for demolishing. The real estate market is hot right now. The resolution as it stands now, allows Habitat to sell the property, and we put the proceeds into the Maple City project. But there is no guarantee the additional funds are going to translate to a lower cost for the buyer. It is just money to invest in. Soutas-little said the flip side is we lost proceeds for other options, proceeds for other properties. In terms of tax roll, she doubts there would have been more than six months to get the property back on the tax roll. Gallagher agreed and said there is going to be a comp study that he would like to present as soon as he can get it. There is value in the structure itself, the question is if it is economical. He has been approached by private individuals who wanted to do that, but there is no guarantee of the outcome of the property. Is the village going to be hesitant to work with us on future projects? If we demolish and put new structure on it, we are fulfilling the intent of our initial purchase to revitalize that lot.

Soutas-Little understands and is in support of the majority, it just struck her for those reasons. As we are looking at things, we need to think outside the box a little bit if we are going to have money to invest. We lost the opportunity to convert that to other projects. Gallagher said in 2013-14 Galla, Gallagher and Janik were the only ones still on this board and we sold 21 units in Timberlee for \$100,000 or so, and they are still vacant. In hindsight we could have done so much with that project. We could have partnered with Habitat, Homestretch or Traverse City Housing Commission. The Maple City project already shows some flaws with the contract, even though it was reviewed by Corporate Counsel. We are kind of blazing new ground as we do this. There is not a rural Land Bank that is as active as we are. We have been commended by the state for being one of the more progressive small Land Banks in the state.

Galla stated they worked very hard to get the Madison Ave. property back from the village. She suggested Gallagher have some correspondence with the village to let them know what is going on, rather than having them find out about it in the paper. They should be aware that a good attempt was made, but we are still going forward, it is going to end up in housing at some point, just maybe not exactly in the direction we thought it was going. Galla noted with this project and the Maple City project, it would have been helpful if we had a little more structure and timeline from the beginning on what steps we, as the Land Bank, have to take to protect ourselves and make sure we have the proper documents ready and not rely on the buyers to come forward with their documents or requests and then we are not prepared. We may not be able to handle every single situation with the same documents, but we can become more prepared with our documents and what we expect.

Gallagher stated for the record he did invite Rob, the village manager, to this meeting but he has not received communication back from him. He will stop down and talk to him again regarding today's vote.

ADJOURNMENT

Motion by Isphording, seconded by Heinz to adjourn. Meeting adjourned at 10:48 am.