

MINUTES OF MEETING HELD NOVEMBER 10, 2003

The Common Council of the City of Somerset, Kentucky met in regular session on Monday, November 11, 2003 at 7:00 p.m. with the following present: Mayor: JP Wiles. Council Members: Jerry Burnett, Peggy Dugger, Joann Norfleet, Clarence Floyd, Jerry Wheeldon, Mark Beasley, Jerry Girdler, Charlie New, Donna Hunley, John Minton, Earl Owens, and Pat Bourne. City Attorney Joe Travis, and City Clerk David Godsey.

Mr. Wheeldon moved to approve the minutes of the last regular meeting held on October 27, 2003 and the reports be approved as delivered. Mr. Beasley seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Owens and Pat Bourne.


Mr. Beasley moved to approve all department bills. Mr. New seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Owens and Pat Bourne.

Mr. Wheeldon moved to refund the following amount paid on 2003 taxes: William & Virginia Gilmore 207 N. Brookhaven Dr., Somerset, KY, in the amount of \$58.21 for a disability exemption. 2002 taxes: Harold & Rebecca Sears 222 Jacksboro St., Somerset, KY, in the amount of \$49.90 for a homestead exemption. 2003 taxes Turpin Builders 44 Sarah's Lane Somerset, KY, in the amount of \$108.11 because "land was supposed to be included with each unit". Mr. New seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Owens and Pat Bourne.

<p style="text-align: center;">City of Somerset</p> <p>JP Wiles Mayor</p> <p>David Godsey City Clerk</p> <p style="text-align: center;">400 East ML Vernon Street P.O. Box 988 SOMERSET, KENTUCKY 42502 (606)78-6300 (606)78-2481 (Fax)</p> <p style="text-align: center;">November 3, 2003</p> <p>Somerset City Council City Hall 400 E. ML Vernon Street Somerset, Kentucky 42501</p> <p>Dear Councilors:</p> <p>I am writing in behalf of <u>William & Virginia Gilmore 207 N. Brookhaven Dr., Somerset, KY</u>, who is requesting a refund on their previously paid 2003 City taxes. Mr. T.W. Todd, Property Valuation Administrator, has issued a credit slip for a <u>Disability Exemption</u> in the amount of \$38,000. The amount of refund due is <u>\$58.21</u>. Thank you.</p> <p>Sincerely, <i>David Godsey</i> David Godsey City Clerk</p> <p>TO: DAVID GODSEY, Refund CITY Address: <u>William & Virginia Gilmore</u> S. <u>207 N. Brookhaven Dr.</u> VALUATION <u>2003</u> Real Estate <u>Personal</u> who has been assessed for Somerset City School Taxes for <u>2003</u> The reason for this credit is <u>Disability Exemption</u> Date <u>11-30-03</u> By <u>David Godsey</u> Deputy</p> <p style="text-align: center;">Equal Opportunity Employer M/F/C (606)78-6176 (TDD)</p>	<p style="text-align: center;">City of Somerset</p> <p>JP Wiles Mayor</p> <p>David Godsey City Clerk</p> <p style="text-align: center;">400 East ML Vernon Street P.O. Box 988 SOMERSET, KENTUCKY 42502 (606)78-6300 (606)78-2481 (Fax)</p> <p style="text-align: center;">November 4, 2003</p> <p>Somerset City Council City Hall 400 E. ML Vernon Street Somerset, Kentucky 42501</p> <p>Dear Councilors:</p> <p>I am writing in behalf of <u>Harold & Rebecca Sears 222 Jacksboro St., Somerset, KY</u>, who is requesting a refund on their previously paid 2002 City taxes. Mr. T.W. Todd, Property Valuation Administrator, has issued a credit slip for a <u>Homestead Exemption</u> in the amount of <u>\$24,000</u>. The amount of refund due is <u>\$49.90</u>. Thank you.</p> <p>Sincerely, <i>David Godsey</i> David Godsey City Clerk</p> <p>TO: DAVID GODSEY, Refund CITY Address: <u>Harold & Rebecca Sears</u> S. <u>222 Jacksboro St.</u> VALUATION <u>2002</u> Real Estate <u>Personal</u> who has been assessed for Somerset City School Taxes for <u>2002</u> The reason for this credit is <u>Homestead Exemption</u> Date <u>11-4-03</u> By <u>David Godsey</u> Deputy</p> <p style="text-align: center;">Equal Opportunity Employer M/F/C (606)78-6176 (TDD)</p>
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City of Somerset

400 East Mt. Vernon Street
P.O. Box 888
SOMERSET, KENTUCKY 40507
(606)676-8368
(606)676-2461 (FAX)



JP Wilson
Mayor


David Godney
City Clerk

November 4, 2003

Somerset City Council
City Hall
400 E. Mt. Vernon Street
Somerset, Kentucky 40507

Dear Councilmembers:

I am writing in behalf of Turpen Builders, 14 South's Lane, Somerset, KY, who is requesting a refund on their previously paid 2003 City taxes. Mr. T.W. Tisd, Property Valuation Administrator, has issued a credit slip because "they were supposed to be included with each unit". Credit should be in the amount of \$53,000. The amount of refund due is \$108,111. Thank you.

Respectfully,

David Godney
City Clerk

To: DAVID GODNEY, School Tax Collector

Credit: Turpen Builders

Address: 14 South's Lane, Somerset, KY

1,520,000 Total Taxes Personal

VALUATION

who has been released for Somerset City School Taxes for the year of 2003

The reason for this credit is: they were supposed to be included with each unit

Date: 10-31-03 By: T.W. Tisd

Equal Opportunity Employer M/F/O (606)676-8176 (TDD)

Second reading was given the following Ordinance:

ORDINANCE NO. 03-18

AN ORDINANCE PRESCRIBING DEFINITIONS OF SEXUALLY ORIENTED BUSINESSES; PROVIDING FOR LICENSING AND REGULATION OF SEXUALLY ORIENTED BUSINESSES AND EMPLOYEES; PROVIDING FOR ADDITIONAL MISCELLANEOUS REGULATION FOR SEXUALLY ORIENTED BUSINESSES.

Mr. Owens moved to approve the above Ordinance on its second reading. Mr. Burnett seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Owens and Pat Bourne.

Mr. Wheeldon moved to approve the following contract with the City of Burnside for the Sewer Acceptance Rates, with conditions as presented. Mr. Floyd seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Owens and Pat Bourne.

<p style="text-align: center;">* AGREEMENT *</p> <p>This Agreement is made and entered into at Somerset, Kentucky by and between the City of Somerset, a Kentucky municipality having its principal offices located at Somerset, Kentucky and the City of Burnside, a Kentucky municipality having its principal offices located at Burnside, Kentucky.</p> <p style="text-align: center;">WITNESSETH</p> <p>WHEREAS, the City of Somerset operates a wastewater transportation and treatment system located near the City of Burnside in Pulaski County, Kentucky with the ability to service the wastewater treatment needs of the City of Burnside;</p> <p>WHEREAS, the City of Burnside has no wastewater treatment facilities and desires to be a contributor in the Somerset system;</p> <p>WHEREAS, the City of Somerset has determined that acceptance of wastewater from the City of Burnside for treatment would be in the best interests of the City of Somerset;</p> <p>NOW, therefore, for and in consideration of the mutual promises and obligations made and exchanged by and between the parties, the parties mutually agree as follows:</p> <ol style="list-style-type: none">The City of Somerset agrees to accept into its wastewater facilities, for transfer and treatment, wastewater collected in the City of Burnside's facilities within its currently established municipal boundary and Facilities Plan service area.As partial consideration for this agreement between the Cities of Somerset and Burnside, the City of Burnside agrees to recognize the City of Somerset as sole provider of wastewater treatment for the City of Burnside.The City of Somerset agrees to reserve capacity in its treatment facility to receive and treat wastewater collected and transported from the City of Burnside service area. In the event prior to upgrade and expansion of the Old H. Chaney (Pittman Creek) Wastewater Treatment Plant, discharge from the City of Burnside will be limited to a peak hourly flow of 330 gpm (10.488 mgd).The City of Somerset shall treat the wastewater discharged from the City of Burnside, providing the quality of waste is treatable and in compliance with the requirements of the City of Somerset Sewer Use Ordinance, Kentucky Natural Resources and Environmental Protection Cabinet and U.S. Environmental Protection Agency.The City of Somerset agrees that, during the period of this agreement, it will maintain and operate the treatment facilities in a safe, efficient, and reasonable manner and will be solely and exclusively responsible for the operation, maintenance and regulatory compliance of the treatment plant and associated facilities. <p style="text-align: center;">Page 1 of 2</p>	<ol style="list-style-type: none">The City of Burnside shall collect and transport to the City of Somerset only wastewater from the City of Burnside service area.The City of Burnside shall directly bill all customers in the subject service area. The City of Burnside's rates and charges shall be determined and set exclusively by the City of Burnside.The City of Burnside shall be responsible for monitoring the wastes discharged into its system and into the City of Somerset's facilities. It shall install treatment in the form of chemical addition at the wastewater pumping station and a scrubber at the discharge point, or other equivalent method of control, for control of odors and corrosiveness. Air scrubbers will not be required unless agreed upon by the parties due to the specific nature of the City of Burnside's discharge.The City of Burnside shall install a standby generator at the wastewater pumping station to provide a positive margin of safety relative to the potential pollution of Lake Cumberland and Somerset's raw water intake.The City of Burnside shall adopt, and diligently enforce, a Sewer Use Ordinance which is no less stringent and is as lenient in scope as the Sewer Use Ordinance, including pollutant specific local limits, of the City of Somerset. The City of Burnside shall forward to the Kentucky Natural Resources and Environmental Protection Cabinet and the City of Somerset, for review, a draft of its proposed Sewer Use Ordinance within 30 days of the date of this Agreement. The City of Burnside shall adopt its Sewer Use Ordinance within 30 days of receiving approval from the City of Somerset and the Kentucky Natural Resources and Environmental Protection Cabinet of its content. <p>Whenever the City of Somerset revises pretreatment requirements or any other provisions of its Sewer Use Ordinance, it shall forward a copy of the draft revisions to the City of Burnside for comment. The City of Burnside shall return any comments to the City of Somerset, in writing, within 14 days of receipt. Upon consideration of comments, the City of Somerset shall finalize their Sewer Use Ordinance revisions and provide a copy to the City of Burnside. The City of Burnside's ordinance shall contain provisions to automatically implement all such changes upon approval of the Kentucky Natural Resources and Environmental Protection Cabinet.</p> <ol style="list-style-type: none">The City of Burnside shall take all actions necessary to ensure that commercial users and all industrial users within its jurisdiction are subject to an approved pretreatment program to the extent required by 40 C.R. 40.1 and the City of Somerset Sewer Use Ordinance, including the performance of all technical and administrative duties necessary to implement and enforce its Sewer Use Ordinance within its jurisdiction. The City of Burnside shall (1) update the commercial and industrial waste survey; (2) issue permits to all commercial and industrial users required to obtain a permit; (3) conduct inspections, sampling, and analysis; (4) perform enforcement activities; and (5) perform any other technical or administrative duties. <p style="text-align: center;">Page 2 of 2</p>
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the parties deem appropriate. In addition, the City of Burnside shall take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

The City of Burnside shall maintain current information on industrial users located in its jurisdiction. The City of Burnside shall update the industrial waste survey by November 1st of each year for industrial users located in its jurisdiction. The City of Burnside shall forward a copy of this survey to the City of Somerset by December 1st each year.

Whenever a new industrial user begins operations in the City of Burnside, or any time an existing industrial user increases its discharge by 15% or changes its discharge, or any time it is requested by the City of Somerset, the City of Burnside shall require that such industrial user respond to an industrial user questionnaire supplied by the City of Somerset. The City of Burnside shall forward a copy of the completed questionnaire to the City of Somerset for review.

As per U.S. Environmental Protection Agency guidance, the City of Burnside shall provide the City of Somerset access to all records or documents relevant to the pretreatment program for any industrial user located in the City of Burnside or discharging through the City of Burnside to the City of Somerset.

The City of Burnside shall inspect and sample all industrial users located in its jurisdiction each year. The City of Burnside shall submit written notice of scheduled inspections to the City of Somerset, providing the opportunity for the City of Somerset to attend all inspections. If an inspection is in response to an emergency situation and such written notice is not possible, the City of Burnside shall forward copies of all inspection reports to the City of Somerset in accordance with sampling and analysis, including all procedures in place for quality control as outlined in U.S. Environmental Protection Agency guidance. All procedures shall conform to those set out in 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency.

The City of Somerset, may, with notice to the City of Burnside, conduct inspections and sampling at any industrial user's facility located within the City of Burnside, as it deems necessary.

The City of Burnside shall issue permits to all industrial users required to be permitted under its Sewer Use Ordinance located in its jurisdiction. Permits must be issued prior to any discharge. Permits must contain, at a minimum, appropriate effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of non-transferability, a statement of applicable civil and criminal penalties, and special conditions requested to be included in the permit by the City of Somerset. After the City of Burnside drafts a permit, a copy thereof shall be forwarded to the City of Somerset for review and comment at least 14 days prior to the expected date of issuance. Within 7 days of receipt of the proposed permit,

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the City of Somerset shall either concur with the permit or request the City of Burnside to make additions, deletions or changes. No permit shall be issued without the concurrence of the City of Somerset.

The City of Burnside shall submit a monthly report to the City of Somerset on the compliance status of each significant industrial user and any enforcement response taken or anticipated. Such report shall include the time frame for initial enforcement actions, as well as any subsequent enforcement actions.

The City of Burnside shall enforce the provisions of its Sewer Use Ordinance and permit. In the event the City of Burnside fails to take adequate enforcement action against non-compliance with the City of Burnside on a timely basis, the City of Somerset may take such action on behalf of, and as agent for, the City of Burnside as outlined in U.S. Environmental Protection Agency guidance. The City of Burnside shall bear all costs associated with such action.

*12. The City of Somerset may take emergency action, whenever it deems necessary, to stop or prevent any discharge which presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination. The City of Somerset shall attempt to provide informal notice to the industrial users and the City of Burnside of its intent to take emergency action prior to taking action. The opportunity to respond, however, may be limited to a hearing after the emergency power of the City of Somerset has been exercised.

*13. The City of Burnside shall indemnify the City of Somerset for all damages, fines, and costs either incurred as a result of waste discharged from the City of Burnside or from the failure of the City of Burnside to comply with this Agreement.

14. The City of Burnside shall monitor storm water or surface water infiltration and limit it to the extent practicable. The City of Burnside shall at times during the term of this agreement monitor the discharge to assure that no improper discharges are transported in the City of Somerset, including the requirement that all food preparation businesses provide a grease trap at the point of connection to the collection system.

The City of Burnside shall install a flow meter at the point of discharge into the City of Somerset sewer system with a recording unit in the wastewater treatment plant control building. The City of Burnside shall install, service and maintain the flow meter including quarterly calibration. Burnside shall provide all expendable materials associated with the flow meter (i.e. charts, pens, etc.).

As often as required by the City of Somerset, but no more than once per week, the City of Burnside shall obtain analytical data regarding the content of the wastewater being discharged. Data to include, but is not limited to, Carbonaceous Biochemical Oxygen Demand, Chemical Oxygen Demand, Total Suspended Solids, Ammonia-nitrogen, pH, Total

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Oil and Grease, Hydrogen Sulfide, and Total Sulfides. Analyses are to be completed by a commercial laboratory approved by the City of Somerset and at the City of Burnside's expense. Data is to be provided to the City of Somerset no later than the 15th day of the month following the month in which tests were completed. The City of Burnside shall complete broad spectrum scans as directed by the City of Somerset, but no less frequently than biannually.

15. The City of Burnside agrees to design, construct and maintain its collection and transportation facilities in accordance with the standards of the Kentucky Natural Resources and Environmental Protection Cabinet and any other jurisdictional regulatory agency.

16. The City of Burnside has the right and responsibility to design and build wastewater transmission trunk lines and related facilities in the service area pursuant to this agreement. Any facilities constructed shall be under the sole ownership, control and operation of the City of Burnside and shall have flow capacity sufficient to continuously transfer all wastewater flow generated and conveyed to the City of Somerset's facilities.

The City of Burnside shall be exclusively responsible for the construction, operation, maintenance and financing of its wastewater collection and transportation system. For the purpose of this agreement, the system includes all collection lines, pumping stations, monitoring systems and equipment installed to make the system complete and operational. The system also includes the force main from the City of Burnside to its discharge point at the Otis B. Chaney Wastewater Treatment Plant. It is agreed that the system is owned in its entirety by the City of Burnside to the point of initial treatment at the Otis B. Chaney Wastewater Treatment Plant.

The City of Burnside shall have the right to connect to the City of Somerset's treatment plant power supply for the purpose of installing and operating the discharge monitoring system.

17. The parties will each operate their respective facilities and equipment in a manner that conforms to all applicable laws and regulations, including, without limitation, all laws, regulations and requirements relating to environmental, health and safety matters.

18. The parties agree to make every effort not to transport, store, treat or dispose, nor allow or arrange for any third party to collect, transport, store, treat, or dispose of hazardous substances (as that term is defined under any federal, state or local environmental law, statute or regulation) on or in their facilities in the extent that they can control such discharges into their systems, nor will either perform, arrange for, or allow by any method or procedure such collection, transportation, storage, treatment or disposal in contravention of any laws or regulations.

19. It is specifically understood that nothing shall require the City of Burnside to fund or otherwise bear the expense of non-routine capital outlays which are reasonably required for the City of Somerset to maintain compliance with this agreement, and applicable laws,

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regulations, rules and requirements.

20. The City of Burnside shall be classified as an industrial customer for the purpose of rates. It shall initially be charged \$2.21 per 1000 gallons of wastewater metered into the City of Somerset's facilities. Except for a periodic inflation adjustment, which shall not exceed any periodic inflation adjustment imposed on Somerset's residential customers, any rate increase shall only be made to the City of Burnside as is assessed to the entire City of Somerset industrial customer classification.

Surcharges and penalties for wastewater strengths exceeding limits established in the City of Somerset's Sewer Use Ordinance shall be assessed at the then current rate as established in the City of Somerset Sewer Use Ordinance, Rate Ordinance and/or as established system-wide by the Superintendant.

21. The term of this agreement shall begin on September 1, 2005, the effective date, and shall remain in effect for a period of forty (40) years from and after the effective date.

22. During this agreement, each party shall maintain sufficient insurance to cover all property, casualty, and other necessary coverage and indemnify and subrogate each against any and all such claims.

23. In the event either party defaults or violates any provision of this agreement, the complaining party shall notify the other party in writing of such breach or default, giving the other party thirty (30) days within which to comply fully with the terms of the agreement and remedy such breach or default. Failure to cure such default within said thirty (30) days after the date of receipt of written notice, will allow a party at its option during the continuance of the default to terminate this agreement by written notice to the other party. Termination of the agreement does not waive any other remedy available to the parties.

24. A party's failure to insist on compliance or enforcement of any provision of the agreement shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this agreement by that party or any other party.

25. This agreement shall in all respects be subject to and governed by the laws of the Commonwealth of Kentucky.

26. The invalidity or unenforceability of any provision in this agreement shall not in any way affect the validity or enforceability of any other provision. This agreement shall be construed in all respects as if such invalid or unenforceable provision had never been in the agreement.

27. Any and all notices required or permitted shall be in writing to the other party and shall be deemed delivered if delivered personally or if mailed by registered or certified mail to the mayor of the respective city.

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28. This agreement, together with any written amendments, shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives, except that the rights and benefits of either of the parties under this agreement may not be assigned without the prior, written consent of the other party.

29. The City of Somerset warrants and represents that it is a duly organized municipality in the Commonwealth of Kentucky.

30. The representative of the City of Somerset executing this agreement has been granted authority to enter into such agreement on behalf of the City of Somerset by its duly elected council.

31. The City of Burnside represents and warrants that it is a validly formed municipality organized and operating in the Commonwealth of Kentucky with the authority in finance, construct and operate a wastewater system in Pulaski County.

32. The representative of the City of Burnside executing this agreement has been granted authority to enter into such agreements on behalf of the City of Burnside by its duly elected council.

33. This agreement constitutes the entire agreement between the parties and no subsequent conditions, representations, warranties or agreements or modifications shall be valid unless in writing and signed by all of the parties.

34. All expenses incurred by the party in connection with this agreement, including attorneys' fees and consultant fees shall be borne and paid by each party.

35. All the respective statements, representations, warranties, indemnities, covenants and agreements made by each of the parties shall survive and continue to be enforceable following the closing.

In witness whereof, the parties have executed the agreements,

This the 16th Day of December, 2003

[Signature]
City of Somerset
Witness [Signature]

[Signature]
City of Burnside
Witness [Signature]

*Based upon U.S. Environmental Protection Agency Guidance

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The following resolution was presented for approval:

Resolution No. 03-03


A RESOLUTION TO ACCEPT 2003 DOWNTOWN REVITALIZATION FUNDS FROM THE RENAISSANCE KENTUCKY ALLIANCE AND AUTHORIZATION OF MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY BETWEEN THE CITY AND KENTUCKY HOUSING CORPORATION.


WHEREAS, The City Of Somerset, Kentucky has applied for and received an allocation of Renaissance Kentucky 2003 Downtown Revitalization Funds; and

WHEREAS, the City of Somerset, Kentucky, in partnership with the local Renaissance/Main Street Committee has coordinated this joint effort and agreed upon the terms and conditions of the Funding Agreement with Renaissance Kentucky;

NOW, THEREFORE, BE IT RESOLVED that the City of Somerset, Kentucky does hereby accept this allocation of 2003 Downtown Revitalization Funds in the amount of One Hundred Forty Thousand Five Hundred Twenty Five Dollars (\$140,525) and does hereby agree to be bound to all applicable statutory rules governing its dispersal. Further, the mayor is hereby authorized and directed to execute all documents necessary with Kentucky Housing Corporation for these funds.

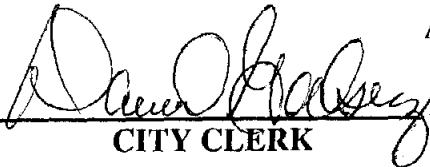
Accepted this 10th day of November 2003 by a vote of the Common Council of the City of Somerset, Kentucky.

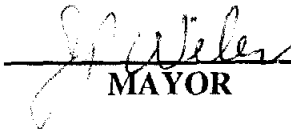

Mayor

ATTEST:

David Gotsky, City Clerk

Mr. Floyd moved to approve the above resolution. Mr. Bealsey seconded the motion. Upon roll call the following Council Members voted “Aye”: Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Owens and Pat Bourne.

There being no further business the meeting adjourned.

ATTEST: 
CITY CLERK

APPROVED 
MAYOR