

Public Hearing

April 16, 2024

7:15 p.m.

Present: Nick Smith, Ryan Paisley, William Carrow, Mary Ellen DeBenedictis, Shaun Flatter, Ryan Quackenbush, Scott Chambers, Sue Muncey, Charles Gilbert, Mary E. Williams, Bernard H. Williams Sr., Siobhan Thomas, and Marc Reed were in attendance.

Mr. Smith opened the meeting at 7:15 p.m. and welcomed everyone. This is an optional step when it comes to the dangerous building code and any dangerous building code violations. It is not a mandatory step, but it is optional. It is more of a fact finding and gathering information and seeing if there is any contention between who actually owns the building at 605 West Street. To make it more formal for Council, we just wanted to get clarification from all the parties involved as far as their opinion of the ownership on the structure and then go forward from there to the next steps that need to be taken as far as the dangerous building violation. I would like to give each party an opportunity to speak.

Mr. Smith asked Mr. Williams if there was anything he wanted to say first. Mr. Williams referred to his son, Marc Reed. Mr. Reed stated we are not disputing ownership along those lines. 605 West Street was my grandmother, my father's mother's space. That was our home. We grew up there so there is no dispute. Some later findings as far as where the structure sits is what has convoluted things tremendously. But as far as the structure itself has been ours for quite some time. Mr. Smith stated so it is your opinion that once the structure itself is addressed, the property lines are definitive? Mr. Reed stated yes absolutely. I know there were some question marks to what was submitted to you guys as far as that were vastly different than what we gathered. We have our survey. I am assuming that this line up now, but I am not certain of that though. Mr. Smith stated we are as far as the actual property lines. It is not really why we are here as long as you are in fact taking ownership of the structure and Mr. Gilbert may have a piece of that structure on his property at this time. The next step is the town would like to enact the dangerous violation and address that directly with you. As far as Mr. Gilbert's responsibility, the only thing that he would be involved in your aspect is when the demolition is done. Obviously, there is somebody that is going to be on your property. There may be a request for something in writing to allow that to happen. As far as the town sees, that would be the only responsibility that you would have in this.

Mr. Chambers stated he is the town solicitor. He asked in general is there any dispute that the building needs to come down? Mr. Reed stated no. We are quite fine with that. The problem now is we find roughly about 30% of the building is located with the Gilbert property. That opens us up for liability in the event that we go and tear things down. Mr. Chambers stated he made a recommendation to the town instead of going through the dangerous building thing. The town got a quote to demolish the building of around \$11,900. Mr. Reed stated he got one for \$16,500. They got several. Mr. Chambers asked if the parties are interested if it is authorized to tear down and we could put a municipal lien on the property. If we could get an agreement to get the building down. Mr. Reed stated he would be. Mr. Chambers stated that would be the path of least resistance. We do not want to go through the whole process of sighting people for dangerous buildings. Mr. Smith asked are you willing to travel that avenue? Mr. Reed stated

he can appreciate that. That is obviously a solution. It is not necessary for us to put a lien on the property or anything along those lines. We had to litigate a whole entire case. The case was lost because our attorney told us we are going to lose the case. So therefore, it is telling us that there is liability with the guilt and with it as well. We are looking for at this point if in fact there is a large portion of this, this of our property is on, it is shared on two different parcels because that seems as though it should be shared liability and bringing it down shared funds. Mr. Smith stated as far as he understands what he has heard from you. You have ownership of that structure. I do not see the location being relevant as anything else. Again, because the structure falls under, it is in the tax breakdown, the structure is on your side. Mr. Reed stated it touches on both sides. Mr. Chambers said there is a problem. That is the problem. Mr. Williams stated it is on both sides. Mr. Smith stated in the Kent County tax assessment, for your property there is a \$2,900 value on the land. Then there is a \$6,900 value on the structure. On Mr. Gilbert's property there is a \$3,700 value on the land and \$0 structure on the Kent County tax assessment. So, it is not recognizing the structure on his land. However, the ownership of the structure in the town's eyes is owned by the Williams. Mr. Reed stated he agrees with that. Given the scenario and if we also go to Kent County and you will notice that the parcels and doing the breakdown which we have clear lines where it shows it cutting through the home. Nearly 40% of the home. It is significant if we are to go in there and I understand we are to go in there and we demo the house, and something goes awry. Mr. Smith stated again your way out of that is to allow the town to do it. The town is going to take the necessary legal steps to make Mr. Gilbert sign off the liability to allow us onto the property and the intent would be to grade that all back down flat. I do not see a liability question on our part. Mr. Williams said to Mr. Chambers you were going to make a point. Mr. Chambers stated I can understand the ordinance both ways about who should pay for it. I really do. There are different issues there and I do not. I am not going to weigh in on that, but if the town and you guys agree, what I would do is I would prepare a document known as a temporary easement. The owners of both parcels would sign that saying we recognize there is a building on here and there is evidence that it encroaches on to the next lot. I would write it in such a way that neither of you were committing to it one way or the other. Not trying to solve the underlying dispute of how this all happened or anything like that. Just saying that you hereby authorize the town that the town will pay the upfront cost of this to remove the building and grade it back down. They would be responsible for the demolition. So, between the two of you there would be no opportunity for somebody to say that you did something wrong. The Town of Clayton would take responsibility for the actual demolition. The only thing that we would have to figure out is the cost and how we want to work that out. There are probably different ways that we can address that, but if we could at least get the building down that would address the safety concerns, which is really why we are here, and nobody is looking to cause a stir. We really think this is unsafe. In summary what I would do is prepare a document called a temporary easement where you authorize the town and its contractor to come on for the purpose of demolishing the building and regrading. We would hold you harmless from anything that happens during the course of the demolition. It would be recorded with the Recorder of Deeds Office has to both properties, but it is temporary in nature to that the easement would say once the demolition and the grading are complete, that it extinguishes the easement so the town would not have a permanent easement over the property. The Mayor and Council would figure out the cost piece of it. I could easily draft a document in pretty short order. Mr. Carrow asked if we could bring the map back up, the survey for the house. Can somebody explain whose property is where so I can understand. Mr. Reed stated essentially this is Mr. Gilbert and this is ours. Mr. Carrow said the shaded part of the house. Mr. Reed stated he has no inclination whatsoever how this transpired. I am assuming a long time ago our grandmother and the family of Mr. Gilbert purchased from built on two pieces of land. There were two

owners that were side by side that was taken down when Mr. Gilbert purchased it in a tax sale. Mr. Carrow said he understood half was torn down. Mr. Reed stated you see it is significant. I do not have an issue with the demo. What I am asking you our larger issue is with the cost. We could certainly resolve it today. I would not have a problem with that at all.

Mr. Gilbert stated he has already been sued for this property. The judge ruled that it was dismissed with prejudice, and he ruled that I was not liable because they abandoned the house. This house has been abandoned since '95. They have not had no electric, plumbing. If you could go back to the other slide. It is like the lot line. My property is 40 feet wide from the fence. The house is only 22 feet. I am bringing this up to say that I have been getting railroaded in this whole process. I bought this from the sheriff's auction. None of this had been clear. I have been sued over it. In 2001 my side I guess was torn down and the permit instructs to leave the right side up. So, the right side was to be left up in 2001 for their benefit. I do not understand how in 2024 I am liable for whatever structure that was ordered to be left on my property. Mr. Carrow said so when you bought the property was it the understanding that you were buying the whole house? Mr. Gilbert said that is what they told me at the Kent County building. Mr. Carrow asked did you have any type of documentation showing that the whole property of that house was all yours that you were buying? Mr. Gilbert stated nothing other than the fact that it says my property is 30 feet wide and I measured it from the fence to the other house and it is only 20 feet and that those two properties together equal 40 feet. That is what I went off of. Mr. Carrow asked are you disputing the fact whether the house needs to be. Mr. Gilbert said torn down or not? No, I am just getting whether I should be liable. Mr. Carrow stated everybody agrees that the house needs to go. We are at the point where, as Mr. Chambers said, we need to figure out who is going to pay the town back for it for the work that has to be done. Mr. Gilbert stated it has never been my house. It has never been in my name. I have never had any benefits to it, no right to it.

Mr. Reed stated Mr. Gilbert is referring to is initially when he purchased the house and quite frankly being full disclosure, I understand why he thought that the house, my grandmother's house, was on his land. He tore into my grandmother's house. That is not your house. You only have the land next to it. There was a huge confusion initially so it kind of muddies the waters. It is not a hostile situation. We just want to get it resolved. I have tried to reach out to Mr. Gilbert about purchasing the land. He wanted an exorbitant rate that I was not willing to pay. We are trying to get it resolved. Mr. Gilbert said he tried to sell them the land for \$5,000. They decided to sue me. So, I do not know what he means that he wants to bring the situation. I tried to sell him the land for \$5,000. I had to pay another \$5,000 or \$6,000 for a lawyer. So again, I bought 603 West Street. When I came into it, it was already in bad ruins. It had a hole in the roof. The wall was off split where you could see through it. No plumbing, no electric. You let this house rot, so I do not understand how I am liable for you letting the house rot. Mr. Carrow asked half of the house that was torn down, was it torn down before you bought the property or after? Mr. Gilbert stated before. Mr. Carrow stated half was done before the property was sold. But I think you said when you were buying the property you were buying the whole house. Mr. Gilbert said yes. Mr. Paisley asked Mr. Reed what your argument is about why Mr. Gilbert is responsible for part of the cost. Mr. Reed stated because 40% nearly half the house is on his land. Mr. Paisley asked why he would be responsible. Mr. Reed stated because 40% of it is on his land. Mr. Paisley stated interesting thank you.

Mr. Williams stated he has a valid point. Mr. Gilbert does provide the same token. He went into the house and started cutting the whole house out. Even in the fact that he just stayed on his side, he went in

and removed personal stuff that was in there. I got cited for that to get that stuff out of the yard. I had to pay a \$100 fine. I do not know how many times I had to pay because of the debris all in the yard. Then we came to an agreement that he finally cleared all the stuff that he cut out of the house. Yes, he was talking to my sons. I am acting on emotion. Yes, I did, I got a lawyer because I felt that you went in my house. You did what you did. There is no animosity with him or whatever the case would be. We want to get it resolved, but we cannot you know just talking on emotion. I am not here for that. We want to get the whole thing resolved. He went onto the property, and he told me when I talked to him telephonically that he knows he had made a mistake, but he had gotten the wrong information from Kent County. That is not our fault. So, the thing about it now we want to come to a reasonable agreement and reach some type of happy medium where everybody is happy. There is no animosity. I acted on emotions. My son was working on something else with Mr. Gilbert. I was not aware. I later found out that they were trying to negotiate something with him to get the property. I went and got a lawyer and that is what I did.

Mr. Quackenbush asked Mr. Chambers does this compare to a shed, property that encroaches on another person's property. Two properties are next door to each other. They get a shed. They put it on their property and then they find out it is on my neighbor's property, but that neighbor does not necessarily automatically become the owner of the shed. Mr. Chambers stated there is a concept in the law known as adverse possession and it dates back to the Old English common law something that was brought across the pond. When the British came here and basically what adverse possession it stand for is the proposition that if you adversely possess someone else's property for a period of 20 years or more and you do so openly, notoriously, and to the exclusion of all others then you can actually get a court to rule that you are in fact the owner of the property. I actually had a case up in some marsh up in Odessa where we got a ruling on just that. But remember it is a very high standard. Number one, it has got to be a 20-year period. Secondly it has got to be open and notorious. So, it cannot be a consensual situation. If you have a fence, if your fence is on my property and I said do not worry about it we are going to be good neighbors. If it is over a couple of inches, you cannot come back 20 years later and say I own that part because my fence was blocking you off. But conversely, if you didn't if you did it and said this is mine and you started paying a portion of the taxes if you actually began to act as the owner then there were adverse possession for the proposition that you can get title to property under those limited circumstances. I do not know if it squarely addresses this one. We would have to really understand how long it has been there and probably more importantly it sounds like you know your family always treated the house as your own during this period of time. So, I do not know that adverse possession would kick in because whoever was next door assuming, and I am not here to solve that problem, but assuming that it was over the line for 20 years it does not sound like anybody raised any objections to it. Sounds like your family was paying the taxes on it. So, I do not know that adverse possession would kick in under these circumstances. My opinion is that what limited knowledge I had it probably would not.

Mr. Reed apologized to the Council because quite frankly we are here taking up your time as well as our own over something that could have been resolved two years ago had the lines of communication been more open. Now we have arrived here on something very simplistic. If communication had been better between Mr. Gilbert and our family, we would never have arrived here. We have two or maybe three structures up there that would be viable and on the tax roll rate. Mr. Chambers stated in his humble opinion the Town of Clayton we are not in a position to figure that out. We have heard from both owners. It comes down to are you willing to sign the temporary easement to allow us to get it down using the town

contractor and if the town is willing to front the money to get it down. We can give them a period of time to figure out who pays for what and if they cannot we will have to make you wait. You will have to make a decision as to how to approach it. It is really not that much money. I just hate to see this thing dragging on. I know it is not insignificant money. I do not mean it that way. But I mean you cannot litigate a case for \$12,000. Mr. Reed agreed. Mr. Smith stated his concern being that the financial end of it decisions made after the fact and then people might not have a concern that they were not upfront and clear. Mr. Chambers stated then your only other alternative is to probably cite both parties and proceed with the dangerous buildings scenario and I do not know why you would go through that when you have got everybody agreeing to take it down. I do not think we can solve the cost issue. How the town wants to address that is probably an argument for another day, but I would not squander the opportunity to get a temporary easement to get the building down for \$12,000. I mean that may not be a good legal part argument, but it is a darn practical solution to the problem and both parties have liberty to do that. Mr. Smith understood. Mr. Carrow stated our priority right now is to obviously get the building down at the danger to the community that both gentlemen have agreed that it needs to come down. Let us take advantage of this and get it done while we can and then we will cross the other bridge or if we have to do it down the road. It is not an equal amount of money. It certainly is coming out of our coffer first, so we need to be concerned about it because it is the people, the citizens of Clayton, and the money that they pay through taxes, so we have to be responsible for that. Let us look at the big picture first. Mr. Chambers stated that to me seems a very responsible use of the taxpayer's money to solve with existing dangerous problems. Litigation will cost more than taking the house down. Mr. Smith stated Mr. Gilbert has his hand up. Mr. Gilbert said that still does not resolve who is financially liable. Mr. Carrow stated it does not, but it takes care of the problem first. What Mr. Chambers is saying is that it is something we can look at after we get the building down and figure out how we are going to do this. Mr. Chambers stated in my humble opinion, the Town of Clayton cannot solve that. We do not have the power to issue if someone is right or wrong. Mr. Gilbert stated I have already been sued for this property and found not liable and it was dismissed with prejudice. So, I do not know how it could come back and still be basically sellable and even for the same property in the permit. I do not know. The permit here says that the right wall was to be left up in 2001. Mr. Chambers stated when you say you were found not guilty do you have a written opinion from the court or is it just an order? Mr. Gilbert stated he sent Mr. Quackenbush the paperwork. It does not have the details you want on it, but it has a case number on there. Mr. Chambers stated the judge did not issue an opinion explaining what he found and why. Mr. Williams stated he was never in receipt of anything other than the fact that his lawyer backed off of it because they wanted information that he did not have. Mr. Gilbert stated so you answer those questions. I answered those questions. I sent them in for questions which says you did not have electric since '95 or utilities. Mr. Williams stated I did not. I answered the question that I was not aware of a lot of those. The last time was the remodeling. Mr. Reed stated for him he was not taking that well. There have been some third-party conversations with myself and Mr. Gilbert as far as still a possible sale of the land. If Mr. Gilbert is open to it and we could take a few minutes if he and I can simply converse. Mr. Smith stated that is something you guys could possibly work out. It has no bearing on what we are doing here. As per the solicitor the town's position at this point is he is going to send that letter to both authorizing us to come on the property and demolish the property at the town's cost and then from there we will have to figure out where that financial responsibility lies. Essentially it could, you may have to play that out in court and between yourselves if there is an argument for that. The town's decision has not been finalized. We want to get the building down. Mr. Reed stated that is why I was saying that is the reason why I am saying that because if we came to terms, if he was open to that, then we could come back here and simply

say ok our families gonna knock it down in 30 days at our cost. But again, that is only if Mr. Gilbert is open for conversation. Mr. Chambers stated you could certainly do that. Mr. Williams stated well Mr. Gilbert. Mr. Gilbert stated his issue is if he went along and demoed the house because it is on his property by myself I would be in trouble because it is not my house. So, I do not understand how I could possibly be liable for it when you tear it down. Mr. Smith stated with this being a public hearing, this is just the data collection for us. Council can in no way make a decision this evening what is going to be presented at the next Council meeting but everything that is falling in line with our ordinances. So, it is not that. There is a violation that needs to be addressed. It is a matter of how the town is going to address whether both parties will be involved or not. Will this Council give them 10 minutes to have a discussion? Mr. Carrow stated he has enough time if they want to step outside. Mr. Reed stated again that is up to Mr. Gilbert. Mr. Gilbert stated he knows how much I want. Mr. Paisley asked, is a 10-minute recess be sufficient? Mr. Carrow stated or do you need to come back to us another time. Mr. Reed stated we can take a few minutes. Mr. Smith stated feel free to step out. We are not going to leave. Mr. Reed and Mr. Gilbert left the room.

Mr. Williams stated there are conflicting surveys. He stated I mean there is one survey. Ms. Thomas stated she does all the administrative and yes there are two surveys that are similar. The surveys that were submitted. Actually, there is an updated survey. That shows the improvement. The one that was submitted to you in your findings is actually not the survey. That is an old survey. This was the original one. This does not have the property line where the two pieces were actually sold off, so this shows as one structure. This is the rebar and two pipes. Now it shows where there are two parcels. It would also reflect in the color diagram. Mr. Carrow stated did this come about because this used to be a duplex? Ms. Thomas stated yes. Mr. Carrow stated you had two different owners. Ms. Thomas stated so originally the owner owns this piece of land. That is where the survey is now, and Mr. Gilbert's survey actually reflects this as well. I can send you. I do have copies if you guys need that. Mr. Quackenbush stated Mr. Gilbert told me there was an updated survey that was done but he did not have a copy of it. Ms. Thomas stated she has a copy. Mr. Carrow stated so effectively this was subdivided. Ms. Thomas stated the middle of the house and within that angle. So that is the part that is still standing. Updated by Mr. Philbert Survey Company. Our company and Mr. Gilbert's company actually met last week and updated this information. Mr. Carrow asked do we know who did the original survey? Was it the County? Mr. Quackenbush stated Michael Atkins is Mr. Gilbert's representation and Scott Engineering. Ms. Thomas stated if you looked at the notes in what was presented to Mr. Gilbert, he references the fact that he could not find the locating pin. It was very difficult even for Scott, our representative, to even find that. Even going back to older records, which is why both parties actually met last week to make sure that records were correct and to get that verification for us. Mr. Chambers stated that is the correct thing to do when you have two surveyors with different opinions. You have to put them in the same room and figure out where the difference is because it is a largely precise science and if there is a difference. Mr. Quackenbush stated so it looks like this is the one that prevails. Mr. Carrow stated does that represent what is standing today? That is not the part where the house got torn down. Ms. Thomas said yes because at the back of the home you will see that little part. So, this little piece here the little cut out would be a reflection of that is on the survey. Mr. Carrow said who had half the house torn down? Mr. Williams said it was torn down by the county. Mr. Carrow wondered why only half the house was torn down. Mr. Williams stated he was still living there with my kids and all.

Mr. Reed stated unfortunately he and Mr. Gilbert could not come to terms. Mr. Chambers stated if it is agreeable to you guys, he will prepare this document. I know you will be in contact with Mr. Quackenbush. He can get it to you. If you do not have any questions about the document once it is prepared, I cannot give you legal advice about it, but I am happy to answer any questions about it. Is that agreeable to both parties? Mr. Gilbert stated it is not telling me who is responsible. Mr. Chambers stated so you are basically saying unless you know who is going to have to pay for it in the long run you are not willing to sign any type of document? Mr. Gilbert said yeah because they are going from 30% to 40% is mine to have it torn down. Mr. Smith stated that you are not willing to do a temporary easement so that we can get this torn down. Mr. Gilbert stated I need something. I would like to know who is responsible. Mr. Chambers stated the problem is we talked about that. That is sort of a question mark. Mr. Gilbert stated it is not really because 605 West Street says Mr. Williams. It says nothing about Charles Gilbert. Mr. Chambers stated you got a survey. Here is part of the building on your property and you bought the property. I am not trying to win the argument one way or another. Mr. Gilbert stated he bought it from a sheriff's sale. Wasn't all this supposed to be handled before I got it is? Mr. Chambers stated he is not going to give advice on sheriff sales. I thought we had an agreement on that to avoid the whole dangerous building piece. Mr. Gilbert stated he wants to know who is liable. Mr. Chambers stated we the town cannot tell you that. Mr. Gilbert stated who are you going to charge after you tear it down? Mr. Chambers stated I have told the town that if we do this, we could put a municipal lien on both properties and until you guys figure it out because there is no way the town can figure this out. Mr. Gilbert asked, so how do we figure that? I have already been sued for the property. Mr. Chambers stated what you went through did not determine anything about tearing down a dangerous building in the Town of Clayton. That was not part of the litigation. So, the issue that is before us here tonight in this public hearing is we are sort of having a sensing session to try to figure out a practical solution to a problem. I will be the first to concede the town can fix you know who is legally responsible for what. But I can tell you that under the Charger and the ordinance of the town we have the authority to declare this building dangerous and to cite everybody involved and to tear down the building and seek reimbursement. I was hoping the town could avoid all that by just getting the building down but if that is not agreeable, we will just do it the hard way. Mr. Gilbert stated he wants to know who is being charged and how much. Ms. Thomas asked how long it would be that you would give. Mr. Smith stated this has been going on for years now. We are at the point now where the town has to take some sort of action on this structure. Ms. Thomas stated but once the document is presented do we have a time frame when you will come back to the table to decide? Mr. Chambers stated we can put something in the agreement that the town would agree not to file any municipal liens for 60 to 90 days. Would that be agreeable? Mr. Gilbert stated he is getting railroaded in the process. Mr. Williams stated I do not know if this will smooth it over or not. I am not here to go back and forth with Mr. Gilbert. I had to pay a lawyer. He had to pay a lawyer. We all had to spend some money. That is just the way it is. The lawyer did not represent me for nothing. That was my property, my mother's property. It was violated. So that is what happened. I do not have no malice today. All I want to do is get it taken care of. Get the matter resolved. Mr. Chambers stated you both had expenses even with the surveyors and they both met last week. Mr. Gilbert stated this house should have been torn down. It has not had any utilities since '95. Mr. Quackenbush stated so now we are here, and we have to move forward. Mr. Smith stated we can't as a Council answer why that wasn't done before. We can only take action and that is what is before us now regardless of what happened. Mr. Gilbert stated that wall was ordered to be left up in the permit. Mr. Chambers stated to put it in perspective, you are talking about \$3,600. You cannot litigate any of this stuff for that. If there is no agreement, then we will just have to. Mr. Smith stated this hearing was for just data collection. So, all

the information and any stakeholder had an opportunity to speak. Ms. Thomas stated maybe it would be best because it seems as though there is a bit of history here and I think just to kind of minimize and just neutralize it maybe if it was explained to Mr. Gilbert separately the terms of this agreement and how it works and what happens and then to the Williams as well and how the terms are going to be. So, if they both have questions, they can do it privately and then we can come to a resolution that way to decide if we are going to move forward. Right now, it is a little bit of tension, and some things may want to be said some things may not want to be said. For space if we have the discussion to present the document and to present the proposal separately and then have each party be able to give their questions and concerns and then decide if we can come back like in five days and say okay this is what. Mr. Chambers stated he respects what you are saying but I am going to decline an invitation to speak to everyone separately. That way I cannot be accused of saying something to one and not the other. That is not directed at anybody, but I think that is the way to go. Even if there is reluctance, I am willing to put together the document and send it to both so you can look at it and you can talk to your own independent counsel about whether or not this makes sense. It will not take me that long. If you want me to put the document together even though we do not have an agreement I will send it to them. You guys look at it. I'll use like a 90-day window. We can go from there. Mr. Paisley stated just to be absolutely clear that the easement agreement that we are speaking of does not solve the question of ownership liability cost. It is just saying you are giving the town the responsibility to come to the land. What is going to be decided between Mr. Williams and Mr. Gilbert is between you two. This letter has no jurisdiction over that. Just to make sure the air is absolutely clear. Ms. Thomas stated we just want to see what the alternative option would be versus being cited. Mr. Chambers stated I am going to put it in writing so you can see what it looks like recognizing that nobody is committing to anything and then hopefully that will move the ball down the court. Mr. Carrow stated do we want to wait 90 days again or do we want to give them maybe a month out from the next Council meeting. Mr. Smith stated I would give it 60 days. Mr. Carrow stated so it will be June. Mr. Smith stated 60 days for the response. Mr. Carrow stated and if not then we go forward with our ordinances. Mr. Smith stated he appreciates all parties for attending today. We will send out communication and go from there.

Mr. Smith adjourned the meeting at 8:01 p.m.

Recording Secretary,

Sue Muncey