

AGENDA
BUTLER COUNTY BOARD OF ZONING APPEALS
BUTLER COUNTY ADMINISTRATION CENTER
130 HIGH STREET
HAMILTON, OHIO 45011
February 19, 2008

I. Opening

- A. Roll Call Mr. Gary Salmon
 Mr. Thomas Bevington
 Mr. Alan Daniel
 Mr. Henry W. Philpot
 Ms. Lee Steenken

II. Approval of Minutes

- A. April 15, 2008

III. New Business

- A. BZA08-09V David & Sandra Kalnai
 5212 Wayne Madison Road
 Trenton, Ohio 45067
- B. BZA08-10V Wendy's International / Larry Spanski
 3802 Hamilton Cleves Road
 Hamilton, Ohio 45013

IV. Adjournment

REGULAR MEETING: Tuesday, May 20, 2008; 7:00 p .m
Butler County Government Services Center
Conference Room C-1
315 High Street, 4th Floor
Hamilton, Ohio 45011

CALL TO ORDER: Mr. Salmon called the meeting to order

ROLL CALL
MEMBERS PRESENT: Mr. Gary Salmon
Mr. Thomas Bevington
Mr. Alan Daniel

MEMBERS ABSENT: Mr. Henry W. Philpot
Ms. Lee Steenken

APPROVAL OF MINUTES

Mr. Salmon moved to approve the April 15, 2008 Minutes. Mr. Daniel seconded.

AYES: Salmon, Daniel, Bevington

NAYES: None

NEW BUSINESS:

**BZA08-09V
David & Sandra Kalnai
5212 Wayne Madison Road
Trenton, Ohio 4506**

David Kalnai's house was burnt down and he would like permission to live in a trailer at the property while his house is being rebuilt.

Gary Salmon asked when Mr. Kalnai's house was burnt.

Mr. Kalnai said it was 4th of last month.

Mr. Salmon asked if Mr. Kalnai has started on the house yet.

Mr. Kalnai said no he is still waiting on the insurance documents.

Tom Bevington asked Mr. Kalnai how long he thought this process would last.

Mr. Kalnai said from what he was told it would take approximately 6-8 months. He has a couple contractors involved between the rebuilding and the demolition.

Mr. Salmon asked if they were rebuilding the house.

Mr. Kalnai said yes. He owns the trailer that they will be living in.

Mr. Bevington asked if he was going to demolish the house or if he was going to refurbish it.

Mr. Kalnai said they are going to demolish the house. It burnt down that badly. It doesn't really look that serious from the outside because it is a brick home but it destroyed the whole inside.

Mr. Salmon asked if Mr. Kalnai knew when the insurance company would act on this.

Mr. Kalnai said as of right now they are going through an attorney to be advised as to what they can receive for a final payment.

Jim Fox asked if there were some issues with the insurance company as far as what kind of payment they want to give him.

Mr. Kalnai said yes, that is correct.

Mr. Bevington asked if there were any problems with the fire itself. Is there any issue of arson or anything like that?

Mr. Kalnai said no. The reason it is taking the insurance company so long is that they made a misread on the square footage of the house.

Mr. Bevington asked if he was going to wait until the house was torn down or if he was going to move in immediately.

Mr. Kalnai said he would like to move in right now.

Mr. Bevington asked how far back Mr. Kalnai was off the road.

Mr. Kalnai said approximately 300 feet.

Mr. Salmon asked when the house is finished, what are Mr. Kalnai's plans for the trailer.

Mr. Kalnai said the trailer is a camper trailer so it will stay in the barn.

Mr. Fox asked if the camper is going to be inside the barn or outside of the barn. It doesn't necessarily matter; it just needs to go on the record.

Mr. Kalnai said it will be outside.

Mr. Bevington said on the Health Department, he talked about using the septic system temporarily. What did the sanitarian say about this?

Mr. Kalnai said the existing septic system was fine and operational but the sanitarian also said that he noticed it was a system that had a (inaudible) system and at one time the lightening had taken that system out and he had to replace it. The sanitarian recommended that this system be replaced and updated but it is fine to use at this time.

Mr. Bevington read that it needed to be cleaned and serviced before it is used.

Mr. Fox said but it also says there would be no objection to connecting the system with the temporary trailer.

Public Testimony:

FAVOR: None

OPPOSE: None

NEUTRAL: None

Jim Fox read the staff comments.

The request is to live in a trailer on the property while the new home is being rebuilt.

Staff Comments:

- (1) The property is zoned A-1 Agricultural.
- (2) This area is rural in character.
- (3) The applicant is seeking a variance, said applicant shall be required to establish to the board, proof by a preponderance of the evidence that unnecessary hardship will prevail unless the variance is granted.
- (4) The spirit and intent of the zoning regulation is not to allow this type of activity from an agricultural area; but since this will not change the character of the area the staff will recommend approval with the following conditions:
 - (A) A Building Permit will be required for the new structure.
 - (B) The old house must be removed totally from the property within 90 days after occupancy of the new home.

Mr. Salmon asked if Mr. Kalnai was going to build the new house on the same side as the old one.

Mr. Kalnai said it will be on the same side. It will be on the current footprint.

Mr. Fox said Mr. Kalnai may change his mind and put it in a different location. This should not be a problem as long as Mr. Kalnai meets all the zoning criteria.

Mr. Salmon moved for approval of the request for the following conditions that a building permit will be required for the new structure and the old house must be removed totally from the property within 90 days of occupancy of the new home and that the trailer will not be used for a residence after occupancy of the new home. Mr. Daniel seconded.

AYES: Salmon, Daniel, Bevington

NAYES: None

BZA 08-10V
Wendy's International / Scott Jones
3802 Hamilton Cleves Road
Hamilton, Ohio 45013

Scott Jones is representing Wendy's International as a construction manager for the variance to remove and replace the existing highway sign located at 3801 Hamilton Cleves Road, Hamilton, Ohio.

Mr. Bevington asked why they are removing and replacing the sign.

Mr. Jones said there is an issue with the previous construction manager that the location was not correct. It was marked out for the sign and they are currently straddling the adjacent property owner's property. They found this out when the property was recently surveyed.

Mr. Bevington asked how far they had to move the sign.

Mr. Jones said he is not sure if there are any setback issues on signage in this area but currently it is straddling the actual property line. The base of the sign is sitting on the property line.

Mr. Salmon asked how far Mr. Jones is proposing to move it.

Mr. Jones said whatever is needed.

Mr. Bevington asked how deep the base is.

Mr. Jones said the actual footing could be anywhere from 15-20.5 feet. All concrete and reinforced steel.

Mr. Fox asked if they got approval for this back in 1994.

Mr. Jones said that is correct.

Mr. Fox said the sign has been there since 1995.

Mr. Jones said they looked back in their records to try and find out who the surveying company was that actually laid out the staking and they could not find any company for this. They are assuming that the actual general contractor was approved onsite to do that work. Typically this is not done anymore but at that time, it probably was done.

Mr. Salmon asked if they are going to move the sign and keep it the same.

Mr. Jones said that is what they would like to do. They would like to move it and go on about their business and be done.

Mr. Fox asked if Mr. Jones has had the property surveyed.

Mr. Jones said they confirmed this with Mr. Lane. They used the same company. The only reason for moving this sign is because it is on the other property owner's land.

Mr. Daniel asked if the sign went up at the same time Wendy's was constructed.

Mr. Jones said yes.

Mr. Bevington said it was approved September 20, 1994, but actually didn't get into the ground until 1995.

Mr. Jones said that is a possibility. Unfortunately the construction manager that was in charge is now deceased so they really do not have any clear communication as to this matter.

Mr. Bevington asked how much this will cost.

Mr. Jones said to remove it and replace it; it could be \$90,000-\$95,000.

Mr. Salmon asked how much the sign and the pole weighs.

Mr. Jones said he has no idea.

Mr. Bevington said it probably weighs over 100 pounds.

Mr. Jones said this is a very important part of their business as far as influencing people

off the highway.

PUBLIC TESTIMONY:

FAVOR: None

OPPOSE: Randy Lane, Steve Westerbeck

Randy Lane is the owner of RPL Investments, LLC. He has been in front of this Board before regarding this property. On May 11, 2007, he bought the property located at 3825 Kraus Lane. He had the property surveyed and determined that Wendy's tall road sign was 50% on his property as well as 2 other locations they approached upon. It is not only the base of the sign, it is the base, concrete, pole and sign is running parallel with his property. On June 8, 2007, after intensive research, numerous phone calls and hundreds of emails he finally contacted somebody that would talk to him at Wendy's International about the sign being on his property. He explained to them that the sign was on his property and it would be in the way of the detention pond, his new development. He explained to them they also had other areas that they needed to address. Almost one year later, a variance has been filed by Wendy's International to relocate, in the paperwork I received, 150 foot tall sign. Under Section 26.82 Variances of the Butler County Ohio Rural Zoning Resolution it clearly states where an applicant seeks the use variance said applicant shall be required to establish to the Board proof by preponderance of evidence that an unnecessary hardship will prevail unless this variance is granted. You cannot create your own hardship. If it is self inflicted it is not a hardship. They have put this on the property on the wrong location as well as other location on the property that they approached upon because they didn't have it surveyed correctly. Also, under Section 26.82 there is a subpoint, the Board shall consider the following factors under sub point F, it clearly states, the Board whether the property owner predicament can feasibly be prevented to some method other than a variance. He has been trying to get this worked out with them. He said \$90,000-\$95,000 to move that sign. They offered Mr. Lane \$25,000. Once they figured out down the road, they threw another \$5,000 at him because they didn't want the inconvenience of a BZA. It can be obtained without a variance but unfortunately Wendy's did not want to negotiate in good faith. Currently this particular Wendy's in Ross Township has 7 signs in the area. This is sign pollution. Under Section 23.023 the measurement of signs clearly states that in no incident shall the supporting structure exceed more than 25% of the area sign. This base is 42 inches in diameter which makes it approximately 11.5 feet perimeter. This well exceeds the 25% of the structural excess of the sign. Under Section 23.0265 it clearly states one ground sign of height of which is no more than 4 feet above the ground and not exceeding more than 100 square feet in the area for the sole purpose of the sign to advertise products sold on the premises or to verify business location. Wendy's already has this type of sign in front of their building that is too big for the

current code. This Board should recognize the current codes. The only reason why Wendy's is here today is because they aren't sure that Mr. Lane doesn't own 50% of the sign. They have never proven this yet. All they say is it is their sign and they want to move it. If the sign is relocated the supporting concrete in the ground is 42 inches in diameter and 18 feet deep. Mr. Lane is afraid that Wendy's International will not restore his property back to the original condition. If this variance is granted it will be substantially different from the current code. The Board will be setting a precedent for future road signs. Mr. Lane asked the Board to please remember that a hardship cannot be self inflicted, which in this case it was. He believes approval of this type of variance will be contrary to the purpose of the Butler County Zoning Resolution and the entire program therefore Mr. Lane highly recommends that this variance be denied.

Mr. Bevington said that one thing Mr. Lane is talking about Wendy's having a bunch of signs; these signs are put in by the State of Ohio, not by Wendy's.

Mr. Lane said he is correct but Wendy's pays for that sign on an annual basis.

Mr. Bevington said that goes for Gold Star, etc.

Mr. Lane understands that but he is just simply making a point that there are 7 signs saying where Wendy's is at.

Mr. Bevington said that is true but Wendy's just put in the pole and elevated it.

Mr. Lane said they paid to have those put up.

Mr. Bevington said the state did not have to do that, they get revenue out of it.

Mr. Lane said right, there is a private company that does that for the state.

Mr. Fox asked Mr. Lane if he owned the property back in 1994.

Mr. Lane said no.

Mr. Fox asked if he owned any adjacent property in 1994.

Mr. Lane said to that Wendy's location, no.

Mr. Bevington said if they do not grant to change the sign, the sign is going to stay where it is at. He wants to know exactly what Mr. Lane wants.

Mr. Lane said he wants Wendy's to negotiate in good faith and not stall him like they have been.

Mr. Bevington asked negotiation for what?

Mr. Lane said for a fair settlement. He said Mr. Jones said it cost \$90,000-\$95,000 to move it. He would be willing to take maybe \$60,000.

Mr. Bevington said in other words, Mr. Lane will take the \$60,000 to buy the land that their sign is on.

Mr. Lane said no and he rephrased what he was trying to say. He offered \$500 per month for 20 years, which is \$120,000. If within the 20 years, if you could keep that out, it is really about \$64,000. Mr. Jones offered \$25,000. Mr. Jones also said if they can work it out he would do something else to these other encroachments. If they could've worked something out, it would've been Mr. Jones' responsibility to make sure all the engineering was inspected so when he dug his pond that there would be no disturbance of Mr. Jones' pond. He would lease Wendy's International the property that the sign sits on. He wouldn't come out 3-4 feet. He would lease the property exactly where it sits. He instructed Mr. Jones that he would have to do all of the agreements with the attorneys, they would have to pay for the attorneys and they would have to record it. He tried in good faith for almost a year to work this out.

Mr. Salmon said he would like to hear Mr. Jones' side of the story.

Mr. Jones said what Mr. Lane is saying is true as far as trying to negotiate a settlement. Unfortunately, they have a lot of people throughout the Wendy's segment that think that their ground is worth more than it is. They try to come up with a fair settlement.

Mr. Bevington asked how long Mr. Jones has been with Wendy's.

Mr. Jones said about 1 year and a half.

Mr. Bevington asked if Wendy's is known for being a good neighbor.

Mr. Jones said yes, to the best of his knowledge.

Mr. Bevington said this is just a sign. \$30,000 is not a lot of money to Wendy's.

Mr. Jones said Wendy's is a huge company. All though, they have to treat each individual restaurant as its own business. Every dollar in capital they use in this restaurant goes against the profits of the restaurant. They honestly thought \$30,000, considering they are taking 3-4 feet of Mr. Lane's property was reasonable.

Mr. Bevington asked Mr. Jones on the removal, would he just cut it off and go down a foot or two and leave the base in the ground.

Mr. Jones said they will do what they have to do. If that meant they had to remove the base, they would.

Mr. Bevington said if Mr. Jones would go down and tries to remove the entire thing, it would change the contour of the land, it could be very expensive to reshape.

Mr. Jones said the contour of the land is relatively flat. It would be a challenge.

Mr. Fox said that would yank right out.

Mr. Salmon told Mr. Lane that he was talking about 150 feet tall; the sign is only 80 feet. 150 feet is the square footage of the sign.

Mr. Fox said in 1994 it was approved at 50 feet high.

Mr. Salmon asked Mr. Lane if they denied this variance and they don't move the sign, where will he be at.

Mr. Lane said he is willing to negotiate with them. He said Mr. Jones met with him sometime July or August of last year and Mr. Jones told him that he does see it and understand it and he would give it to the Powers to Be.

Mr. Bevington asked what the variance was for.

Mr. Fox said to relocate it. If Mr. Jones leaves the sign where it is, this is a civil matter between Randy Lane and Wendy's.

Mr. Lane said he is willing to sit down and talk about this.

Mr. Fox asked that everyone stay on key and focus more on the zoning part rather than the money. The money is irrelevant to them as to any type of settlement.

Mr. Lane said the variance could not be granted, it should be denied.

Steve Westerbeck said that he would love to find out if this Wendy's is a low performing location because he doesn't believe this to be true. He is also an avid reader of restaurant news. He owns Eli's Sports Bar & Grille in Maineville, Ohio and hopes to have a second location in One Lane Plaza in Ross, Ohio. Restaurant news there is a huge article and Wendy's was the forefront of that article as far as a woman claiming to have cut her finger or found a piece of finger in her bowl of chili. The comment Mr.

Jones made concerning this Wendy's having to be very careful about lawsuits, yes they do, and those are destroying the restaurant industry right now. Wendy's call also look at the plan and see that their sign is on somebody else's property and quickly realize that that is not a frivolous lawsuit. Wendy's also knew that it cost over \$100,000 or close to \$100,000 to move that sign. To offer Mr. Lane \$30,000 is an insult. The last thing is that he also listened to Mr. Lane. He is not for or against this right now. In the past year in speaking with him in many areas the one complaint Mr. Lane had was Wendy's and them dragging their feet. If this isn't approved and the sign stays where it is and Mr. Lane finds out he does own half that sign, it will be a problem because Eli's Sports Bar & Grille would love to be on that sign. This sign is an interval part of the business. It draws business. It is very valuable and important. He wants to know if when this sign comes down, will they put the same sign up and if they do is it safe? He is not sure if he is for or against this variance.

Mr. Fox asked Mr. Westerbeck if Wendy's takes this sign down, does he think he will have a chance of drawing more people with Wendy's sign being there than not being there.

Mr. Westerbeck said as a business owner he loves an even playing field. If that signs comes down and there are no signs, he would be happy. If Wendy's has a sign and he doesn't he is at a disadvantage so he will be unhappy. As a future resident of Ross he would like for the sign to be taken down and he hopes no one has one. His business will speak for itself.

Mr. Fox said even though the sign is on Mr. Lanes property, it was approved over 10 years ago for the Wendy's property, what is the difference. What is 3 feet?

Mr. Westerbeck said in his opinion, his interest, in 21 years, if none of this has come up, this shouldn't be relevant. The law works for you sometimes and against you sometimes. He is just paying attention to what is going on in the world around him so his business is successful.

Mr. Bevington said Mr. Westerbeck mentioned he knew how to advertise a sports bar, he said he was going into the schools to advertise.

Mr. Westerbeck said he meant for the community.

Mr. Bevington said no, Mr. Westerbeck said he was going to go into the schools and advertise his bar. What does that say about a man that wants to take alcohol into a high school?

Mr. Westerbeck said it says that they work with the community. He sponsors ball

teams. They promote responsible drinking.

Mr. Bevington says that is ridiculous in high school.

Mr. Fox said to just deal with the sign issue.

Mr. Westerbeck said when he asks questions he would like to be allowed to answer them and not be cut off but he understands why they are here so he will respectfully take his seat.

Mr. Fox asked Mr. Lane, he got a variance for a smoking facility and if he can remember, they approved it per the same type of regulations that he is against now, why? When the Board issued the variance for the outdoor smoking the code was the same as the sections of the code that Mr. Lane quoted. His question is why now is he against the sign issue with just moving it 4 feet on to the Wendy's property stating the same code as that you were given and approval for.

Mr. Lane said Mr. Fox told him to go for a variance.

Mr. Fox said no he didn't tell him to.

Mr. Lane said Mr. Fox told him it would be wise to go to the BZA for a variance for an outdoor patio. He has two patios per Mr. Fox's recommendation because if he had a daycare center.

Mr. Fox asked Mr. Lane if he is saying he came in front of the Board of Zoning Appeals for outdoor smoking because Mr. Fox told him he had to. Correct?

Mr. Lane said Mr. Fox said he should so it didn't set precedence.

Mr. Fox said just to be clear, the code says all outdoor activity has to take inside an enclosed building and they considered outdoor smoking not part of the enclosed building.

Mr. Lane doesn't remember that code.

Mr. Fox said it is irrelevant and to move on.

Mr. Lane asked if it met the code.

Mr. Fox said yes, they did give Mr. Lane a variance for the outdoor smoking.

Mr. Lane said his outdoor smoking does meet with today's codes.

Mr. Fox said yes because they gave him a variance.

Mr. Lane said moving this sign is not today's codes.

Mr. Fox said that is correct.

Mr. Bevington said the sign was legal when it was approved.

Mr. Lane said that if they get together they could probably negotiate this.

Mr. Salmon said Mr. Lane has said this 45 times but the Board still doesn't have the right to do that.

Mr. Bevington said this is more of a civil action to begin with. If Wendy's International was on Mr. Lane's property, he should've gone to court and had him remove the sign.

Mr. Westerbeck interrupted...

Mr. Bevington asked Mr. Westerbeck if he had called on him.

Mr. Westerbeck said the Board cut him off.

Mr. Bevington told him to be quiet.

Mr. Fox said to move on and see if anyone else wanted to speak in opposition of.

NEUTRAL: Gerald Hilbert, Abe Westerbeck

Gerald Hilbert said in 1994 the Butler County Board of Zoning Appeal approved the sign. This sign is on 50% lease property and 50% adjoining property. Everett's rights are obtained against all except the public by occupying a parcel of land for a period of years. These possessions must be actual, exclusive, open, notorious, hostile and under cover of time. His question is would the existing overhead sign be taken down and put on Wendy's lease property as is for it has been in service for 14 years or should the owner of the sign have inspection engineering firm inspect the wells for the cracks by performing particle testing and (inaudible) testings on the structure. It is now May 2008, when the owner goes to the Building and Zoning for a building permit to install

this sign, will the sign pass building regulations for 2008? Wendy's International, and I'll call this a hardship, where it has been self-inflicted since 1994 when they installed the overhead sign on the adjoining property. He is not for or against, this is just how he sees it.

Mr. Bevington said one of the things he likes about Mr. Hilbert's statement is he talked about testing the pole. There has been a lot of wind and storms over the years. There should be tests to see how structurally sound this pole is.

Mr. Jones said he would have the sign company inspect the pole, if need be, we would replace the pole. When I say replace the sign we were referring that the square footage would be replaced the way it is.

Mr. Bevington asked to replace it, it may be a totally new sign.

Mr. Jones said that is correct, possibly.

Abe Westerbeck asked if they get a variance to move the sign that they replace the sign with all new parts, isn't that erecting a new sign, not just moving it.

Mr. Fox said the variance will hold true from 1994, it goes with the property.

Jim Fox read the staff comments.

The request is to relocate a 150 foot sign.

- (1) The property is zoned B-3 General Business District.
- (2) The area is Business in character.
- (3) The applicant is seeking a variance, said applicant shall be required to establish to the Board, proof by a preponderance of the evidence that unnecessary hardship will prevail unless the variance is granted.
- (4) The spirit and intent of the zoning regulations is not to allow this type of use, but since there was already a variance issued for the sign and since this will not change the character of the area the staff will recommend approval with the following condition:
 - (A) A Building Permit will be required for the sign.

Mr. Bevington said one of the questions he had was Mr. Fox stated a Building Permit will be required for the new sign. Does that mean it can't be the existing sign, it would have to be a new sign.

Mr. Fox said it doesn't matter. Any type of construction, moving that thing would require using the existing sign or getting a new sign. It would need a permit no matter

what.

Mr. Salmon said in order for this request to be approached from the Board members, they need them to come back to the Board with the approval. You are saying that for Wendy's International, they had to get the Board's approval.

Mr. Fox said yes, to move it off of Mr. Lane's property and back onto their property.

Mr. Salmon asked if it doesn't get granted, what is the outcome.

Mr. Fox said Wendy's has the opportunity to sue the BZA for whatever reason they deem necessary.

Mr. Fox said he is almost positive that if there was a variance issued in 1994 for a sign and they didn't come in until 2010 and build the sign, they would be able to do it per the 1994 approval.

Mr. Salmon asked what the hardship Wendy's is stating.

Mr. Fox said they really don't state what the hardship is.

Mr. Bevington said it is a shame that they didn't have the name of the contractor that put that up.

Mr. Jones said unfortunately they don't know if the contractor laid it out.

Mr. Salmon said due to the fact that the variance for the sign dimensions and everything that was involved in whatever was inappropriate for the code was issued in 1994, he moves that they allow them to move the sign off of the property lines and put it on their property with the condition that a Building Permit be required.

Mr. Bevington asked if they could also add on there, if the sign is moved the pole and sign must be totally inspected and certified that it is safe to be there.

Mr. Fox said in certified Mr. Bevington meant by an architect or engineer stamping it.

Mr. Daniel seconded the motion.

AYES: Salmon, Daniel, Bevington

NAYES: None

Motion approved 3-0.

FINDINGS OF FACT:

Butler County Board of Zoning Appeals findings of fact for BZA08-06V, MJB Realtors, Cincinnati, LLC. There is a hearing of February 19, 2008, Butler County Board of Zoning Appeals finds the following facts regarding the BZA08-06:

- (1) The property is currently zoned A-1.
- (2) The applicant asked for 150 variances on its property.
- (3) There is existing viable economic uses of the property in that it could be split into large tracts using the existing Layhigh Road frontage the entire property could be devoted into lots of 1 acre or larger through the building of new streets and create required road frontages. It could be used as a farm.
- (4) There is no hardship which could be attributed to the land itself.
- (5) According to the current Ross Township Land Use Plan sewers must be gravity sewers. Sewer lift stations are not permitted. The applicant failed to obtain easement for gravity sewers in the time they (inaudible) constitute a self imposed hardship and it is therefore not grounds for a gravity variance.
- (6) There are means of visibility obviating the applicant's predicament other than through the granting of a variance. The applicant could apply for a zone change. The applicant could redesign to meet current zoning requirements.
- (7) Granting of this request variance could constitute a circumstance of the zone change process and would set a precedent in that. Any development could apply to variances within an express intent of avoiding zoning requirements and zone change procedures. The public would therefore be denied the right to referendum.

Mr. Daniel moved to approve findings of fact. Mr. Salmon seconded.

AYES: Daniel, Salmon, Bevington

NAYES: None

ADJOURNMENT:

Mr. Daniel moved for adjournment. Mr. Salmon seconded.

AYES: Daniel, Salmon, Bevington

NAYES: None

These Minutes represent a summary of the proceedings and do not purport to be the entire record. A complete transcription of these proceedings was taken from an audio tape by James M. Fox under supervision of the Secretary and may be obtained upon written request. Any charges associated with preparing such transcript shall be borne by the person requesting such same and must be prepaid.

Tom Bevington, Chair

William E. Balsinger, Secretary

Trisha Reece