



Jeffrey Babinski  
County Administrator

# HOUSTON COUNTY

304 South Marshall Street  
Caledonia, MN 55921  
TEL (507) 725-5827

Commissioners:  
District 1  
Jack Miller  
District 2  
Eric Johnson (Chair)  
District 3  
Robert Burns (Vice-Chair)  
District 4  
Teresa Walter  
District 5  
Greg Myhre

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## HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING AGENDA

**1:00 pm, November 4, 2020, County Board Room, Historic Courthouse**

**\*\*\*\*\*The meeting will be accessible to public participants via our conference call line at 312-626-6799 and entering meeting ID: 97669237254 and password 127092. Public attendees are requested to mute their line until addressed.\*\*\*\*\***

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### APPROVE AGENDA

### PUBLIC COMMENT

### CONSENT AGENDA

(Routine business items enacted by one unanimous motion. Commissioners may request moving items on the consent agenda to the Action Item list if they desire discussion before taking action.)

- 1) Approve Claims, Human Service & License Center disbursements.
- 2) Approve the 2021-2022 Detention Center Inter-Agency Service Agreement.
- 3) Affirm the following personnel actions:
  - i. Sheriff's Office
    1. Hire Tyler Heiden, Isiah Bunker and Kendra Heim as temporary-casual (67 day) Deputy Sheriffs.

### ACTION ITEMS

- 1) Consider approving award of CARES Act Business grants to EDA recommended 'round 3' recipients, to include allocating an additional \$9,291.36 to provide funding for all eligible grant applications.
- 2) Consider approving allocation of \$457,050 CARES Act funds to support County Public and Private School response to the COVID-19 Pandemic. (Babinski)
- 3) Consider agreement terms with the City of Caledonia to facilitate the installation of a water main loop off the city's current system to support the highway building project design requirements. (Pogodzinski)
- 4) (Tabled from last meeting) Consider approving Bid Package 13A Pre-Engineered Metal Building – supply only, package 31A Sitework, and Unit Prices 1-3. (Pogodzinski)
- 5) (Tabled) Consider approving Airport Farmland Lease agreement. (Pogodzinski)

- 6) Consider approval of CARES Act funding for Environmental Services project. (Lacher)

#### **DISCUSSION ITEMS**

- 1) Administrator Updates
  - a. Arlin Falck Foundation Grant for airport projects (\$23,175.00)
  - b. Letter from Attorney Jandt: Members of Houston County Boards: Ethics & Responsibility to Those Who Appear Before Them
- 2) Commissioner Reports & Comments

#### **CLOSING PUBLIC COMMENT**

#### **ADJOURN**

# **WINONA COUNTY HOUSTON COUNTY**

## **Detention Center Inter- Agency Service Agreement**

**THIS CONTRACT**, and amendments and supplements thereto, is between the County of Winona, Minnesota acting through its Board of Commissioners, (hereinafter WINONA), and the County of Houston, Minnesota acting through its Board of Commissioners, (hereinafter HOUSTON). WHEREAS, WINONA AND HOUSTON, pursuant to Minnesota Statutes Chapter §375.18, is empowered to contract for professional/technical services within the scope of managing their respective county business, and

**WHEREAS**, WINONA desires to board persons charged, convicted, sentenced, or otherwise legally placed in the custody of WINONA, at the Houston County adult detention center facility, hereinafter the HCDC, located at 306 South Marshall Street, Caledonia, Minnesota, and

**WHEREAS**, HOUSTON represents it has staff that is duly qualified, appropriate and available facilities, and willing to perform the services set forth in this CONTRACT.

**NOW, THEREFORE, it is agreed:**

### **I. TERM OF CONTRACT**

This CONTRACT shall be effective upon the date the final required signature is obtained by both parties, and shall remain in effect for one year commencing February 1, 2021 through January 31, 2022, unless cancelled pursuant to the provisions set forth in clause V herein.

### **II. HOUSTON'S DUTIES**

A. Detention Services. HOUSTON shall:

- Provide a minimum of 15 beds per day for the duration of this agreement. Nothing herein prevents HOUSTON from offering more beds to WINONA should HOUSTON have capacity to do so and WINONA have a need to contract for such.
- Accept all individuals presented as WINONA detainees from authorized WINONA personnel. HOUSTON shall not initially refuse detainees transferred from WINONA unless the 15 bed block is at capacity. HOUSTON shall remain responsible for the daily care of these detainees until released upon completion of sentence or transferred by WINONA.

- **Right to Transfer:** HOUSTON reserves the right to require transfer of a WINONA detainee who, after initial acceptance, presents an imminent danger of bodily harm to HCDC inmates, staff, or their agents.
  - HOUSTON shall notify WINONA of the above demand in writing. HOUSTON County Sheriff will arrange for a meet and confer conference with the WINONA County Sheriff regarding the request for transfer.
  - HOUSTON will allow up to 72 hours for WINONA to transfer their detainee to another facility.
  - WINONA shall be responsible for locating another suitable facility for the detainee and shall utilize good faith efforts in searching for another facility. If WINONA is unable to locate a facility within the 72 hour timeframe with regard to detainees under the classification of maximum security, WINONA shall utilize good faith efforts in expediting any court process required to transfer the detainee to another facility. WINONA shall pay an additional negotiated fee for the detainee to cover additional expenses incurred by HOUSTON as a result.
- Provide the necessary and appropriate dietary program for each detainee, which shall include three dietician-approved meals each day. Detainees on a work release program shall be provided with a box lunch for the day. Provide for the secure custody, care, and safe keeping of WINONA detainees in accordance with the Minnesota Department of Corrections rules, regulations, and procedures and other state laws or court orders applicable to the operations of the facility. This includes the provision of appropriate detainee clothing. HOUSTON shall dispose of any unclaimed detainee property 30 days after the detainee's release.
- Release WINONA detainees upon completion of the detainees' sentences.

B. Medical and Dental Services. HOUSTON shall:

- Provide WINONA detainees the same level of medical/dental care and services provided to HOUSTON detainees.
- WINONA will remain responsible for medical and dental care from any pre-existing medical conditions of the detainee or conditions requiring medical care that result from natural cause.
- Medical and dental care expenses resulting from the unpreventable actions or inactions of WINONA detainees shall be the responsibility of WINONA.

- Medical and dental care expenses resulting from negligent actions or inactions of HOUSTON staff that is not in compliance with HCDC policy and procedure, and/or not in compliance with the requirements in Minnesota Administrative Rule Chapters 2900 and 2911, will be the responsibility of HOUSTON.
- Except in the event of a medical emergency, HOUSTON shall notify WINONA and obtain prior written authorization for the removal and transporting of a WINONA detainee for offsite medical services. In the event of a medical emergency HOUSTON shall notify WINONA of the medical emergency as soon as practicable to do so.
- Attempt resuscitation procedures on all WINONA detainees unless a sign Do Not Resuscitate Statement is on file with the HCDC.

C. Records and Reports. HOUSTON shall:

- Maintain records relating to all services provided under the terms of this CONTRACT and retain requisite documentation for three (3) years following the termination of this CONTRACT. Such records shall be made available for audit or inspection at any time upon request of WINONA or its authorized representative. Upon release of a detainee HOUSTON shall forward copies of such detainee's records collected, generated, and maintained by HOUSTON to the WINONA.
- Provide WINONA with written notice of all claims filed by any party against it concerning boarding/detention services.
- During the term of this CONTRACT, HOUSTON shall submit to WINONA copies of all inspection reports completed by the Federal Bureau of Prisons, the Minnesota Department of Corrections or any other State or Federal agency relating to the HCDC.

### III. **WINONA'S DUTIES**

A. Delivery of Detainees. WINONA shall:

- Provide legal documentation to justify detention of persons within the time limit set by statutory and judicial guidelines. If legal time limits are not met by WINONA, WINONA shall take immediate custody of the detainee, or detainee shall be released from the HCDC.
- Notify in writing (Health Transfer Form) HOUSTON of any special medical requirements of detainee before the detainee is accepted by HOUSTON.



- Notify HOUSTON in writing of any special dietary requirements of a detainee prior to the detainee being accepted by HOUSTON.
- B. Pay for Stay. WINONA shall:
- Invoice WINONA detainees and collect any *Pay for Stay* charges directly from their detainee.
- C. Transportation. WINONA shall.
- Provide transportation and security for detainees requiring removal from the HCDC. WINONA may by mutual agreement arrange for HOUSTON to transport WINONA detainees at the mileage and HOUSTON officer rates set forth in Article IV herein.

#### IV. **CONSIDERATION AND TERMS OF PAYMENT**

A. Consideration. All services performed and materials supplied by HOUSTON pursuant to this CONTRACT shall be paid by WINONA as follows:

- Compensation. WINONA agrees to pay HOUSTON:
  - Eight hundred twenty five dollars (**\$825**) per day; fifty five dollars (**\$55.00**) per detainee per day per bed for "guaranteed minimum" 15 beds.
  - Fifty five dollars (**\$55.00**) per detainee per day per bed for every detainee over the 15 guaranteed minimum. Subject to available bed space.
  - (A day is defined as any portion of portion of a 24 hour calendar day that a detainee is admitted to the HCDC. For example, a detainee arrives for booking at 23:45 PM and is released at 08:00 AM the following morning results in a billing for two days.)
  - Forty dollars (**\$40.00**) per hour per HOUSTON officers for transporting and escorting WINONA detainees to offsite, non HCDC, locations. (The parties agree to a one hour minimum fee per officer per transport.)
- Special Supervision Detainees. In the event a Winona County detainee requires special supervision needs, Winona agrees that the compensation for those inmates may be increased when supported by HCDC staff reports. The increased per day boarding rate shall be compensated at \$100.00/per day commencing the time the detainee requires special supervision. Conditions that fall under Special Supervision include:
  - Frequent Well-Being Checks (FWBC) 15 minutes or less
  - Disciplinary Segregation – 30 or more days in segregation for single or combined major violations

- Assaultive behavior against HCDC staff or HCDC inmates
    - Prolonged disciplinary isolation/segregation
  - Administrative Segregation – Housed single for inmate/staff safety and security (mental health/behavioral, detox, alcohol and controlled substance withdrawals, etc.)
- Reimbursement
  - As delineated in paragraph II.B above, 3<sup>rd</sup> party billing relating to the medical/dental care and treatment of WINONA detainees should be direct billed to WINONA. In the event HOUSTON is held responsible by the medical/dental provider for nonpayment, WINONA shall promptly reimburse HOUSTON costs of all medical and health service billings along with any assessed interest payments. Medical/dental treatment that is delineated as the responsibility of HOUSTON will remain billed to HOUSTON and reimbursement from WINONA will not be required.
  - Mileage incurred by HOUSTON in transporting of WINONA detainees in HOUSTON owned vehicles shall be at the current federal GSA mileage reimbursement rate.
- B. Payments. HOUSTON will provide WINONA an itemized invoice by the 5<sup>th</sup> day of the month for the preceding month's services and costs. All invoices are due and payable by the last business day of the same month. Payments shall be payable to the Houston County Treasurer and delivered to the Houston County Sheriff, Room 116, 306 South Marshall Street, Caledonia, MN 55921. Each payment should reference the HCDC Invoice by number and billing month.

## V. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this CONTRACT must be sent to the other party's authorized representative.

- A. HOUSTON's authorized representative for the purpose of administration of this contract is:

Name: Mark Inglett  
 Houston County Sheriff  
 Address: 306 South Marshall Street  
 Caledonia, MN 55921  
 Telephone: (507) 725-3379  
 E-Mail: [mark.inglett@co.houston.mn.us](mailto:mark.inglett@co.houston.mn.us)

Such representative shall have authority to approve issuance invoices for billing pursuant to Clause IV, paragraph A.

B. WINONA'S authorized representative for the purpose of administration of this contract is:

Name: Ron Ganrude  
Winona County Sheriff  
Address: 201 West Third Street  
Winona, Minnesota 55987  
Telephone: (507) 457-6367  
E-Mail: [rganrude@co.winona.mn.us](mailto:rganrude@co.winona.mn.us)

## **VI. CANCELLATION AND TERMINATION**

This CONTRACT may be canceled by either party at any time, with or without cause, upon six months written notice to the other party.

Should conditions arise making it impractical or undesirable for HOUSTON to continue to house detainees in accordance with the provisions herein, HOUSTON may:

- Temporarily suspend or restrict the number WINONA detainees upon a minimum of a two week written notice to WINONA. Should this event occur HOUSTON shall provide regular updates to WINONA as to the status of the suspension or limitation of services under this CONTRACT.
- Terminate this agreement by providing a minimum thirty day written notice to WINONA in advance of the effective termination date.

The parties agree to the notice provisions set forth in Article VI should an emergency situation require the immediate relocation of detainees.

In the event of such a cancellation, HOUSTON shall be entitled to all accrued compensation and reimbursement for expenses set forth in Article IV herein.

## **VII. FORCE MAJEURE EVENT**

A *Force Majeure Event* is any event or act of nature resulting in the damage or destruction of the HCDC, labor difficulties, and other events or circumstances beyond the reasonable control of HOUSTON which render its performance under this agreement impracticable. Upon the occurrence of a Force Majeure event HOUSTON will promptly notify WINONA of occurrence of the event, its effect on performance, and how long HOUSTON expects the event to impact its performance of obligations. Thereafter HOUSTON shall provide updates and information to WINONA as reasonably necessary.

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure event.

## **VIII. ASSIGNMENT**

HOUSTON shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of WINONA.



## **IX. LIABILITY**

HOUSTON employees at all time remain under the direction and supervision of HOUSTON. WINONA employees at all time remain under the direction and supervision of WINONA. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees and expenses of defense, which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

WINONA agrees to reimburse HOUSTON for any and all Workers' Compensation claim expenses related to injuries incurred by HOUSTON employees while transporting and escorting WINONA detainees at WINONA's direction to non HCDC locations.

## **X. INSURANCE REQUIREMENTS**

HOUSTON AND WINONA shall maintain General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage at the recommended levels set by the Minnesota Counties Insurance Trust (MCIT) throughout the term of this agreement. HOUSTON and WINONA agree that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1.5 million minimum per occurrence
- Excess Liability Coverage - \$3 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

An ACCORD Certificate of Liability Insurance for the above listed coverage shall be supplied by WINONA to HOUSTON and HOUSTON to WINONA for each calendar year covered by the term of this CONTRACT.

Each party agrees to immediately notify the other party should it cease to maintain the listed coverage through MCIT.

## **XI. GOVERNMENT DATA PRACTICES ACT**

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by WINONA in accordance with this CONTRACT, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by HOUSTON in accordance with this CONTRACT. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either WINONA or HOUSTON.

HOUSTON will not release any data collected by, maintained, or generated by or on-behalf of WINONA. Further, HOUSTON will notify WINONA within two business days of any request it receives to release data for which WINONA is responsible.

In the event HOUSTON receives a request to release the data regarding WINONA detainees, HOUSTON should immediately notify WINONA. WINONA will provide HOUSTON instructions concerning the release of the data to the requesting party before the data is released.

**XII. AMENDMENTS**

Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

**XIII. SURVIVAL OF TERMS**

The following clauses survive the expiration, cancellation or termination of this CONTRACT: IX, Liability; XI, and Government Data Practices Act.

**IN WITNESS WHEREOF**, the parties have caused this CONTRACT to be duly executed intending to be bound thereby.

**APPROVED:**

**HOUSTON COUNTY**

By: (authorized signatures)

**APPROVED:**

**WINONA COUNTY**

By: (authorized signatures)

\_\_\_\_\_  
County Board Chair

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
County Board Chair

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
County Sheriff

Date: 10/19/\_\_\_\_\_, 2020

\_\_\_\_\_  
County Sheriff

Date: \_\_\_\_\_, 2020

**APPROVED AS TO FORM**

By:

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_, 2020

**APPROVED AS TO FORM**

By:

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_, 2020

**APPROVED AS TO EXECUTION**

By:

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_, 2020

**APPROVED AS TO EXECUTION**

By:

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_, 2020

# HOUSTON COUNTY ATTORNEY'S OFFICE



Houston County Justice Center  
306 South Marshall Street, Suite 2300  
Caledonia, MN 55921  
Telephone: (507)725-5802  
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**Samuel D. Jandt**  
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October 30, 2020

Houston County Planning Commission  
Houston County Board of Adjustment

***RE: Members Of Houston County Boards: Ethics & Responsibility To Those Who Appear Before Them***

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This memorandum is drafted at the request of the Houston County Commissioners. The direction was for information regarding the consequences of the use of intemperate language by a board member towards a citizen. As Planning Commission and Board of Adjustment members are public officials appointed by the Houston County Commissioners<sup>1</sup>, the Houston County Employee Code of Ethics applies. The policy states:

§ 3. Ethical Principles

The ethical county employee and public official accepts the responsibility that his or her mission is that of servant and steward to the public. The ethical county employee and public official should:

- 1. Properly administer the affairs of the county.**
2. Promote decisions which only benefit the public interest.
- 3. Actively promote public confidence in county government.**
4. Keep safe all funds and other properties of the county.
5. Conduct and perform the duties of the office diligently and promptly dispose of the business of the county.
- 6. Maintain a positive image to pass constant public scrutiny.**
7. Evaluate all decisions so that the best service or product is obtained at a minimal cost without sacrificing quality and fiscal responsibility.
- 8. Inject the prestige of the office into everyday dealings with the public employees and associates.**
- 9. Maintain a respectful attitude toward employees, other public officials, colleagues and associates.**
10. Effectively and efficiently work with governmental agencies, political subdivisions and other organizations in order to further the interest of the county.
11. Faithfully comply with all laws, regulations and policies applicable to the county and impartially apply them to everyone.

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<sup>1</sup>2 Definition of Terms states: "PUBLIC OFFICIAL - Any person that has been ... appointed by the County Board to a County Committee or Commission ..."

A partial transcript of a recent hearing displayed the following exchange between a board member and a Houston County citizen.

[see attached transcript]

This exchange raises concerns when placed against the template of §3, specifically the aforementioned highlighted sections of §3. A review of the Houston County Ethics policy further indicates a violation of the ethics policy “shall be grounds for discipline.” While the term discipline is not defined, the Houston County Board of Commissioners has the ability to remove appointed public officials by a majority vote.

In addition, a board member could possibly be liable for their conduct as a board member if it were egregious enough. The activities of public officials may give rise to lawsuits. Usually those lawsuits would be civil in nature and seek damages for a perceived harm. However, regardless of whether the lawsuit has merit or succeeds in proving a public official liable for the alleged conduct, the costs of defending a claim may be significant. Usually, MN Statute §466.07 would apply in such a situation. The statute states:

466.07, Subdivision 1 – Indemnification Required

Subject to the limitations in section 466.04, a municipality or an instrumentality of a municipality shall defend and indemnify any of its officers and employees, whether elective or appointive, for damages, including punitive damages, claimed or levied against the officer or employee, provided that the officer or employee:

- (1) was acting in the performance of the duties of the position; and
- (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith.

However, insurance policies contain general provisions excluding intentional acts, as well claims wherein the conduct is arguably outside the scope of a public officials assigned duties. In the instant matter, it is very likely the actions described would not fall outside the protections of §466.07. That said, public officials are cautioned their actions put them at risk of discipline, discharge, as well as possible litigation if their actions violate the Houston County Code of Ethics and §466.07.

If you have any questions about these notes please contact my office. Thank you.

Sincerely,

/S/

SAMUEL D. JANDT  
HOUSTON COUNTY ATTORNEY



immediately applied for a regular permit assuming that would be correct for my structure.

UNIDENTIFIED: What did you get laid off from?

UNIDENTIFIED: Oh geeze. UTT.

FELDMER: You know this comes right down to it, UTT landscapers you can talk to all the other people in the world except the people who were in charge. If you build anything in town, you have to have a permit. The same stuff is out in the country here. Why can't you figure that out?

UNIDENTIFIED: You went through, this is Rich UTT. You went through the trigonometry to determine exactly how many yards you could move. So you went through, um, a lot of work to do that. Um, maybe not a lot, but, but even though you were doing that, you missed the whole point of well maybe before I, um, start moving dirt I should have this permit. Or even at least, um, find out yes or no instead of, um, ah, listen to neighbors who say well I built one here and I built one here and just go ahead and do it and, um, UTT everybody's going to be forgiving UTT all you have to do is apologize and you'll be fine. And how, how does Houston County function if everybody does that?

FELDMER: Houston County UTT that's why we regulate it that way.

UNIDENTIFIED: I'm, I'm sorry. Who's speaking?

FELDMER: Wayne Feldmeier. I built a cabin already...

UNIDENTIFIED: Wayne...

FELDMER: I contacted, I went through all the rules and regulations before I even started building. You did the whole thing backwards. Don't expect to be forgiven for that.

UNIDENTIFIED: Ah, wait a minute all right well...

UNIDENTIFIED: Well listen you know what, excuse me, I have to go to work in about a half hour so I'm going to probably have to bug out of this but I do want to say one thing. I've had six weeks to realize and rectify the mistakes that I made. And I own it. So you know what if you're going to raise your voice and be UTT, if you're going to be angry with me, trust me, I, I've been through enough of that lately. And to answer your question I did, I got laid off from predictive technologies. You asked the question, where did you get laid off from. Guess what I got laid off from predictive technologies. You know what I'm doing now as an engineer?

UNIDENTIFIED: UTT...

UNIDENTIFIED: I'm working at a care center as a care assistant and I'm taking care of the elderly. And UTT...

UNIDENTIFIED: This is UTT I think UTT...

UNIDENTIFIED: UTT...

UNIDENTIFIED: Let me explain, let me explain. I thought you, I mean most things you do in life anymore you got to get permission to do. I don't know what that technology, what you did on that. But most things you have to, when you do anything, you build anything it's not, it's not unreasonable that you UTT understand you have to get a permit.

UNIDENTIFIED: This is Rich UTT, I, um, I would just like to add one just quick thing. I, I don't think, um, Wayne, um, was raising his voice. I, I think what Wayne was doing, um, was trying to get across to you, um, his frustration and did his voice get a little bit loud, maybe. But UTT...

UNIDENTIFIED: UTT.

UNIDENTIFIED: That's Wayne's voice. He didn't do anything wrong.

UNIDENTIFIED: I'll give you an example. I'll give you an example of the, the I, I don't know, I'm, I'm, I, I've, I've explained my case UTT so I don't know. I, you know I made a mistake what do I need to do? Do I need to, do I need to tear the structure down? I don't know if I need to stick through here if you're going to continue to say, I made a mistake. You know what, I made a mistake. My son got caught for underage drinking. He made a mistake. He owns it. You know, it, it, it, I don't know what to say. We're at a point now where I can't look back. The structure is standing, sitting there and I, I don't know what to do and UTT...

UNIDENTIFIED: Can I...

UNIDENTIFIED: I, I, I get the point that you guys are frustrated. I, trust me, I mean.

UNIDENTIFIED: Can I, can I make a suggestion? This is Larry.

UNIDENTIFIED: Yes, please.

UNIDENTIFIED: Um, I would have to look it up but there is a procedure for building without a building permit. There, there's, that is in the ordinance. We need to look at that and, and there's a, um, there's a penalty for doing it. But I don't think it's probably going to be too stiff. With, with the size of the thing you're doing here. But there's a penalty that you can do. You can, you know, I, I guess I'm...

UNIDENTIFIED: UTT.

UNIDENTIFIED: I'm struggling, I'm struggling with UTT...

UNIDENTIFIED: UTT that, that's what, you know that's what he's looking to do so. The first step of that would be to the conditional use permit for his cabin. There would be a penalty assessed, um, my proposal to you and your staff reports is that we would assess that penalty to his zoning permit that would come after any sort of public hearings he would need to go through. UTT fees and I guess I'm proposing that we would apply those UTT granted through the zoning permit, ah, section of it. Um, and then I guess there's some other UTT work through to decide you know if they want to do that and how they want to do that. But given that, given that, ah, Mr. Wink has indicated he's got some limited time, um, you know maybe we should have the board focus on UTT questions to him that need to be answered so perhaps we can get to the point where we could do discussion without him present if need be.

UNIDENTIFIED: Okay I'm, I'm going to go with one more thing. Um, I don't know is it, can you get a vari, I would advocate taking a measurement over, ah, um, a hundred feet on both sides of his property and see what the UTT scope is there. And if that's greater than 24% overall in UTT then he needs to get a, he needs to get a variance to have moved that UTT variance after the fact UTT move that or to build on a slope greater than 24%. And then, then he would have to get that variance. If it's less than that then he's, he can go through the process to, um, go through the penalty process for building without a permit. Does that make any sense?

UNIDENTIFIED: It, it UTT...

UNIDENTIFIED: I'd rather just go through, I'd rather just get penalized if that's the, if there's, if there's a decision to make I would rather just get penalized for the three times the tripling the fine. I think we, the, UTT listen I've been working with the county. We've been working together, Aaron and Jeff Babinski and, you know you guys make it sound like I haven't done anything. I've worked with Holly, Jim, Amelia. I've worked with everybody. And I'm, I'm in complete support of whatever decisions you guys make. There's nothing else I can do. And I'm not begging for forgiveness. I'm just saying let's move forward and figure out what we need to do from this point forward. I realize I made a mistake and, you know I can sit and apologize but that doesn't go, that, that doesn't, that doesn't carry much weight.

UNIDENTIFIED: That's, that's UTT.

UTT

UNIDENTIFIED: I mean I think, I think we just need to look at this and say you know what can we do as a UTT whatever your, the, the, um, commission board. I'm not familiar with the process but I, I really, I really wanted to enjoy going through this process unfor, under these unfortunate circumstances.

UNIDENTIFIED: Can I, can I...

UNIDENTIFIED: UTT here I'd like to submit something here too about this time usually we, we'd do the comments from the public and the comment that was submitted by the Caledonia Township Supervisors, there are three of them, ah, they were in favor of approving the, the permit. And, and they are the neighbors and the, and the, I'm a township supervisor also and I, and I think that, ah, we have to kind of consider their views too because they're, they're part of government too. So I guess I'd like to submit that now and if there's any comment on that, that would be a good time to do that too.

UNIDENTIFIED: UTT.

FELDMEIER: UTT Wayne Feldmeier here. I was on a township board for 16 years. And the same guys pulled the same crap that this guys' pulling right now. And UTT he would call us up and threaten UTT all the time.

UNIDENTIFIED: Is this Wayne?

FELDMEIER: And you know what? Yep...

UNIDENTIFIED: Is this Wayne?

FELDMEIER: This is Wayne. This, this is bullshit. It says it's movable...

UNIDENTIFIED: UTT watch the language here.

FELDMEIER: Move the damn thing.

UNIDENTIFIED: Ah, wait a minute now. What I, what I was saying to find out if he really violated and then if he did, then he'll pay the penalty. He'll have to get, get a variance like everybody else that wants to build on greater than 24%. UTT we can overall say UTT feet that's less than 24% that he didn't violate that, then he can go to his conditional use UTT.