

MONROE COUNTY PLANNING COMMISSION MEETING

May 1, 2025

Waterloo, Illinois

REPORTED BY DEBRA M. MUSIELAK  
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APPEARANCES

Mr. Carlyle Mueller, Chairperson

Mr. James Agne

Mr. Tim Berg

Mr. Dan Davis

Mr. Alex Knoll

Mr. Charles Pittman

Ms. Robert Schlegel

Mr. Gene Stumpf

Mr. Chris Voelker, Zoning Administrator

Mr. Aaron Metzger, County Engineer

Ms. Dawn Mavers, Zoning & Building Department

Mr. Ryan Webb, State's Attorney

Mr. George Green, County Commissioner

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1 MEETING CONVENED AT 7:36 P.M.

2 CHAIRPERSON MUELLER: Okay. We have a  
3 quorum so we're going to go ahead and call the meeting to  
4 order. We'll start with roll call of the members.

5 MS. MAVERS: Jim Agne?

6 MR. AGNE: Present.

7 MS. MAVERS: Tim Berg?

8 MR. BERG: Here.

9 MS. MAVERS: Dan Davis?

10 MR. DAVIS: Here.

11 MS. MAVERS: Alex Knoll?

12 MR. KNOLL: Here.

13 MS. MAVERS: Carlyle Mueller?

14 CHAIRPERSON MUELLER: Here.

15 MS. MAVERS: Charles Pittman?

16 MR. PITTMAN: Here.

17 MS. MAVERS: Robert Schlegel?

18 MR. SCHLEGEL: Here.

19 MS. MAVERS: Gene Stumpf?

20 MR. STUMPF: Here.

21 CHAIRPERSON MUELLER: Okay. Members, we  
22 have a quorum. You should have received a copy of the  
23 minutes in your email. Are there any additions or  
24 corrections?

1 (No response by the members.)

2 CHAIRPERSON MUELLER: Hearing none, motion  
3 to approve? Tim. Second?

4 MR. DAVIS: Second.

5 CHAIRPERSON MUELLER: Dan. Okay. All in  
6 favor, aye.

7 (Members vote in favor.)

8 CHAIRPERSON MUELLER: Any nays?

9 (No response.)

10 CHAIRPERSON MUELLER: Minutes are approved.  
11 Okay. We have three petitions tonight come before the  
12 meeting and these are to be reviewed by the Planning  
13 Committee. So at this time I'm turning the meeting over  
14 to the land use chairman, Dan.

15 MR. DAVIS: Thank you. We just recommend  
16 to the Board of Review, so this is a first hearing to get  
17 public feedback and kind of talk about issues that could  
18 affect the County or property by the petition.

19 So we're going to have three, as you said, and  
20 the first one up is a James Miller, who is asking for an  
21 area/bulk variance for a setback for a shed. His  
22 property is located at 3621 Kaskaskia Road, Fults. The  
23 parcel number is 15-01-400-004. It's currently zoned  
24 A-1.

1           Is Mr. Miller here? Would you like to come up  
2 to the table here? So you want to review again why  
3 you're asking for this setback requirement.

4           MR. MILLER: Just for storage mainly.

5           MR. DAVIS: You can sit if you want. Well,  
6 how big -- I don't remember how big it's going to be.

7           MR. MILLER: 30 by 30.

8           MR. DAVIS: 30 by 30. And it's going to be  
9 located where you have, like, a little pullout now?

10          MR. MILLER: Right there, yes.

11          MR. DAVIS: Would a 30 by 30 fit in there?

12          MR. MILLER: Yeah.

13          MR. DAVIS: Will you be -- how close to the  
14 lake will you be?

15          MR. MILLER: The back corner is  
16 approximately six or seven feet.

17          MR. DAVIS: Really? Okay. And then that  
18 location is the only location on your property  
19 because...?

20          MR. MILLER: Yeah. Pretty much so.

21          MR. DAVIS: Why is that the only location  
22 on your property it would fit?

23          MR. MILLER: Well, everything else is  
24 sinkholes, and I have no access to get to the back

1 corner. Right -- yeah, back in there or anywhere else.

2 MR. DAVIS: Now, Kaskaskia Highway -- or  
3 road, I guess, not highway, there's -- the County has a  
4 deal about how wide this should be -- how far off of the  
5 center line.

6 MR. MILLER: Correct.

7 MR. DAVIS: So Aaron, would you like to  
8 kind of review?

9 MR. METZGER: That's a question for Chris.

10 MR. DAVIS: I'm sorry?

11 MR. METZGER: Setbacks are a question for  
12 Chris.

13 MR. VOELKER: The minimum setback for any  
14 buildings for all county-maintained highways and all road  
15 district-maintained "D" roads and the portion of Gall  
16 Road from Illinois Route 3 to New Hanover to be 105 feet  
17 from the centerline of the road or 75 feet established  
18 right-of-way.

19 With the established right-of-way, it's  
20 105 feet. Both numbers are 105 feet from the centerline.

21 MR. DAVIS: They are the same. How would  
22 that impact the actual house? I mean, the house is  
23 there, but how close does that get to the house?

24 MR. VOELKER: The house is -- I don't know.

1 MR. MILLER: It should be on that drawing.

2 MR. VOELKER: The house -- the shed is  
3 60 feet away plus another 30. 90 then another 84. So  
4 the house is 174 feet from the --

5 MR. DAVIS: There it is. Okay.

6 MR. SUTTON: Yeah, that's the drawings.

7 MR. DAVIS: Is there any likelihood, Aaron,  
8 that the County has any plans for the next foreseeable  
9 future to do any major road widening down that way?

10 MR. METZGER: Yes, I'm glad you asked.  
11 Aaron Metzger, County Engineer.

12 So go to the plan map. So when the commission  
13 hears a front yard setback one of the questions is are  
14 there any road projects planned for the future. The  
15 transportation plan map. So Kaskaskia Road has been on  
16 the books for a while. We were going to go all the way  
17 to Renault with a project and that fell through. There  
18 should be -- this one. Is that that one?

19 MS. MAVERS: Eric, it's the other one.  
20 Minimize that one. It's the one right next to it. That  
21 one.

22 MR. METZGER: This has been on the  
23 comprehensive plan for years, and this is the proposed  
24 comprehensive plan. You've got to go down a little

1 farther. So we're in this area right here. C-1 is  
2 improvements and resurfacing, Kaskaskia Road from LL to  
3 just past MM. So, yes, there is a project on the books.

4 Now go to the other one you were on. Go to the  
5 first page. We actually had -- in 2006 we had plans  
6 drawn up. This was still under Polka. I don't recall  
7 what happened to it. Originally we were going to go  
8 all -- this was phase one, I think. We were going to go  
9 all the way to Renault. That all fell through. But I  
10 guess that was maybe the one where the Eastern Narrow  
11 Mouth Toad endangered species put an end to it.

12 So we have plans -- go to the next one. The  
13 plan through Mr. Miller's property shows the center of  
14 the road pretty much on existing alignment. It's going  
15 to be actually kicked away just a little.

16 MR. DAVIS: So you're saying the center is  
17 going to be moved a little bit to the east?

18 MR. METZGER: Just a little bit, yeah. So  
19 there's not much improvement to the alignment through  
20 this stretch. So the traveled way will remain the same.

21 Go down to the next one. The improvement comes  
22 in the full roadway, the ditches, shoulders, front  
23 slopes, back slopes, whatever. This is the section of  
24 Mr. Miller's. You can see where the shed is, 59 or 60

1 from the center of the road. Our -- the road is going to  
2 remain the same or be farther away. It's the improvement  
3 to the ditch and whatnot that gets him -- gets closer.  
4 So the plan was proposed right-of-way of 50 foot.  
5 Currently that shows 25. It's wrong. We have 30 foot  
6 and we actually own it. So we would be proposing 50  
7 foot, so an additional 20, which Mr. Miller said he is  
8 okay -- when we do front yard setbacks in the past, we've  
9 asked for additional right-of-way. In this case, we  
10 actually have a plan and we have a proposed right-of-way  
11 designated, and he is willing to grant that additional 25  
12 foot.

13 MR. DAVIS: He'd still be 10 feet beyond  
14 that.

15 MR. METZGER: 10 feet beyond that, and even  
16 more than that from where the back slope -- the  
17 construction limits would be. The traveled way would  
18 still be where it is today. So traffic would not be any  
19 closer. He is on the inside of a curve, so -- or a  
20 slight curve, so any traffic is going away from his shed.  
21 And you got the lake up here. So anybody coming this way  
22 has got to get past the lake before he would get into it,  
23 but he is willing to grant the additional right-of-way as  
24 part of this petition.

1 MR. DAVIS: Okay.

2 MR. METZGER: So we wouldn't be -- we  
3 wouldn't be -- we wouldn't be any --

4 MR. DAVIS: And that's all of his property  
5 frontage?

6 MR. METZGER: Yes. And so we wouldn't be  
7 any closer with the improvement.

8 MR. DAVIS: And any idea of putting a  
9 four-lane road down there would be way off, wouldn't you  
10 say?

11 MR. METZGER: Yes. Any other questions  
12 about that?

13 MR. DAVIS: Does anybody else on the  
14 Board --

15 CHAIRPERSON MUELLER: Is that a four-lane  
16 road?

17 MR. METZGER: No. Okay. Thank you.

18 CHAIRPERSON MUELLER: Anybody else on the  
19 Board got any questions or comments?

20 MR. STUMPF: So the line, you said, would  
21 be 46 feet to the center of the road, or 59?

22 MR. VOELKER: The one corner -- Chris  
23 Voelker. The nearest corner is 59 feet from the center  
24 of the road. He's technically asking for a 46-foot

1 variance, because it's supposed to be 105 feet. He's  
2 going to be 59 feet.

3 MR. STUMPF: 105 feet each way you're  
4 saying?

5 MR. VOELKER: 105 feet -- supposed to be  
6 105 feet from the center of the road, and the one corner  
7 being around 59, 60. Now, I did measure the lake that's  
8 on the inside corner north of there, and it's only 46.6  
9 feet from the center of the road, so the lake juts out  
10 further still than the shed will be.

11 CHAIRPERSON MUELLER: And there's a few  
12 trees beyond the edge of the lake.

13 MR. VOELKER: Right.

14 MR. DAVIS: Any other questions from the  
15 board? Anybody in the audience have any questions or  
16 comments?

17 (No questions or comments from the Board or audience.)

18 MR. DAVIS: No? All right. Well then, I  
19 guess I'm ready to make a proposal. I would like to make  
20 the recommendation that proposal -- that we recommend the  
21 Board of Review to grant the setback as requested with  
22 the understanding that he will give the County an  
23 additional 20-foot easement along his property line  
24 opposed the county road.

1 CHAIRPERSON MUELLER: That was Board of  
2 Appeals, not Board of Review.

3 MR. DAVIS: Yeah. Board of Appeals.

4 CHAIRPERSON MUELLER: Okay. We have a  
5 motion on the floor. Recommend approval to the Board of  
6 Appeals. Second?

7 MR. STUMPF: Second.

8 CHAIRPERSON MUELLER: All right. Is there  
9 any further discussions from the Board?

10 (No further discussion.)

11 CHAIRPERSON MUELLER: Hearing none, we will  
12 proceed to vote.

13 MS. MAVERS: Jim Agne?

14 MR. AGNE: Yes.

15 MS. MAVERS: Tim Berg?

16 MR. BERG: Yes.

17 MS. MAVERS: Dan Davis?

18 MR. DAVIS: Yes.

19 MS. MAVERS: Alex Knoll?

20 MR. KNOLL: Yes.

21 MS. MAVERS: Carlyle Mueller?

22 CHAIRPERSON MUELLER: Yes.

23 MS. MAVERS: Chuck Pittman?

24 MR. PITTMAN: Yes.

1 MS. MAVERS: Robert Schlegel?

2 MR. SCHLEGEL: Yes.

3 MS. MAVERS: Gene Stumpf?

4 MR. STUMPF: Yes.

5 CHAIRPERSON MUELLER: Okay. That is a  
6 recommendation to the Board of Appeals, and we'll let you  
7 know when they meet.

8 MR. MILLER: Sounds good.

9 CHAIRPERSON MUELLER: They will meet in  
10 this room in about a month.

11 MR. VOELKER: The board of appeals will  
12 meet here on June 2nd. We'll notify you, but it is the  
13 first Monday in June. It will be here.

14 MR. MILLER: Okay.

15 MR. VOELKER: It's June 2nd, first Monday  
16 of the month.

17 MR. MILLER: All right. Thanks, everybody.

18 CHAIRPERSON MUELLER: Thank you. Okay.  
19 Next petition.

20 MR. DAVIS: All right. The next petition  
21 is by Old Monroe Distilling Company. It's being  
22 represented by Adam Stumpf. Adam, if you want to come up  
23 here. So this is -- this is parcel 07-02-100-003. The  
24 address is 8787 Rickhouse Road, Columbia, Illinois. And

1 it is zoned for business B-2 and I think that's it with  
2 that. So tell us what you want to do.

3 MR. ADAM STUMPF: So we are in the final  
4 phases of constructing a building in the middle of a  
5 125-acre parcel in between Columbia and Waterloo. With  
6 the building being the center of the property, there is  
7 decent distance from the nearest public road to the  
8 entrance of the building, so we do currently have one  
9 sign installed with proper setbacks. I believe it's a  
10 13-square-foot sign right at the end of Midway Boulevard  
11 near, like, Trost Plastics there on that side of the  
12 road, if you're familiar with the area. And we are  
13 requesting a second freestanding sign in the center of  
14 the circle drive directly in front of the building.  
15 13 square feet again. So 26 square feet in total between  
16 the two signs, which is well below the 100-square-foot  
17 maximum according to county ordinance.

18 However, ordinance does not allow currently for  
19 two freestanding signs, which is why we are requesting a  
20 variance.

21 MR. DAVIS: Anybody have any questions on  
22 that?

23 CHAIRPERSON MUELLER: I drove out there the  
24 other day. Yeah, your sign is pretty small.

1 MR. ADAM STUMPF: It is.

2 CHAIRPERSON MUELLER: Aaron, would this be  
3 something that would qualify for the directional tourist  
4 activity signs along the highway, I mean.

5 MR. METZGER: Not if it's on his property.

6 CHAIRPERSON MUELLER: I mean, on Route 3,  
7 and then kind of similar to what Helping Strays has.

8 MR. METZGER: Yeah. I mentioned that to  
9 Chris today I think, that yeah, he could apply for a  
10 directional sign along Hanover Road directing the people  
11 that way. I think there's one there now, Arcades or  
12 something, directional sign at Hanover and Industrial  
13 Court now.

14 CHAIRPERSON MUELLER: I didn't notice it.

15 MR. METZGER: Unless it got taken down  
16 there was one.

17 MR. DAVIS: That was one of the blue or  
18 brown signs?

19 MR. METZGER: They are brown.

20 MR. ADAM STUMPF: We are currently applying  
21 for one of the -- they call it a TOD sign. It's  
22 basically blue tourism signs along the state highways.  
23 So we're applying for one of those through IDOT, but if  
24 there is the ability to have a sign off of Hanover Road

1 pointing towards the driveway, too, that would certainly  
2 be helpful. Be interested in that information to apply  
3 for that.

4 MR. DAVIS: How far is it back to your  
5 place from where you want to put the sign? Is that a  
6 quarter mile?

7 MR. ADAM STUMPF: I would say about a  
8 quarter mile, yeah. And it's exactly the same sign as  
9 that one.

10 MR. DAVIS: So anybody else have any  
11 questions on the Board? Does anybody in the audience  
12 have any questions?

13 MR. SCHLEGEL: I have one.

14 MR. DAVIS: Oh, you have a question.

15 MR. SCHLEGEL: So basically from where that  
16 sign is you can barely even see your building; is that  
17 correct?

18 MR. ADAM STUMPF: Yeah, you kind of see the  
19 corner of, but -- yeah.

20 MR. SCHLEGEL: So there's no real --  
21 nothing there except that little sign until you get to  
22 your building. Are you going to have advertising on your  
23 building?

24 MR. ADAM STUMPF: We do not intend to right

1 now.

2 MR. SCHLEGEL: You really need a small sign  
3 to identify the building.

4 MR. ADAM STUMPF: That's correct.

5 MR. SCHLEGEL: Thank you.

6 MR. AGNE: I'd just like to compliment you.  
7 That's very respectfully done.

8 MR. ADAM STUMPF: Thank you. Appreciate  
9 that.

10 MR. DAVIS: So no other questions, I guess,  
11 I'd like to make a motion.

12 I'd like to make a motion that we recommend to  
13 approve a variance on a setback -- not a setback, on  
14 zoning code 40-6-14, paragraph F, which says no more than  
15 one freestanding sign, and allowing him to have a second  
16 one placed per his plans by the building within -- how  
17 many feet would that be?

18 MR. ADAM STUMPF: Of the building?

19 MR. DAVIS: Of the building. Within  
20 50 feet of the building?

21 MR. ADAM STUMPF: Yeah, within 50. Yeah.

22 MR. DAVIS: And that would be a backlit  
23 sign?

24 MR. ADAM STUMPF: It's internally lit.

1 CHAIRPERSON MUELLER: We have a motion.  
2 MR. BERG: Second.  
3 CHAIRPERSON MUELLER: Any further  
4 discussion?  
5 (No further discussion.)  
6 CHAIRPERSON MUELLER: Okay. Hearing none,  
7 we will proceed to vote.  
8 MS. MAVERS: Jim Agne?  
9 MR. AGNE: Yes.  
10 MS. MAVERS: Tim Berg?  
11 MR. BERG: Yes.  
12 MS. MAVERS: Dan Davis?  
13 MR. DAVIS: Yes.  
14 MS. MAVERS: Alex Knoll?  
15 MR. KNOLL: Yes.  
16 MS. MAVERS: Carlyle Mueller?  
17 CHAIRPERSON MUELLER: Yes.  
18 MS. MAVERS: Chuck Pittman?  
19 MR. PITTMAN: Yes.  
20 MS. MAVERS: Robert Schlegel?  
21 MR. SCHLEGEL: Yes.  
22 MS. MAVERS: Gene Stumpf?  
23 MR. STUMPF: Yes.  
24 CHAIRPERSON MUELLER: So you're going to

1 the Board of Appeals next and they'll let you know when.  
2 You're learning the process. Okay. Dan, one more  
3 petition.

4 MR. DAVIS: I don't know if you'd call this  
5 a repeat or not, but anyhow, this was brought up once  
6 before and it was voted down, and now they are asking to  
7 be reconsidered, and it's -- I wasn't at the other  
8 meeting, so I'm going to guess the name is Homrighausen.  
9 So if you would like to come up to the table.

10 This property is located at 6467 H Road,  
11 Waterloo. Parcel No. 8-33-400-06 and zoned A-1. And the  
12 issue is that the current building is located four feet  
13 past the setback requirement, and based upon some  
14 correspondence we've gotten a lot of work trying to  
15 remedy that. Would you like to kind of state your case,  
16 I guess?

17 MR. GILBRETH: If I may, I'm Anthony  
18 Gilbreth. I'm representing the Homrighausens on this.

19 MR. DAVIS: You're the attorney.

20 MR. GILBRETH: Yeah, don't hold it against  
21 me.

22 The correspondence indicates the most recent  
23 effort to resolve it. I think the Board has the emails  
24 between myself and Mr. Friess, the attorney for the

1 neighboring property owner. Do we have those?

2 CHAIRPERSON MUELLER: Uh-huh.

3 MR. GILBRETH: Great. So we had a -- after  
4 a discussion that I had -- well, does the Board recall  
5 kind of the initial background on this?

6 CHAIRPERSON MUELLER: Yeah.

7 MR. GILBRETH: Okay. Thumbnail sketch  
8 then. This was a house that was built by a contractor  
9 too close to the setback line. When my client inquired  
10 of the contractor whether -- when it was first brought  
11 up, and they inquired of the contractor, hey, the County  
12 says we're too close, he said, "Well, I stepped it off.  
13 It should be fine." So we're frankly in a position where  
14 through little, if any, fault of their own, we're -- and  
15 I -- had the Board seen photos of the home that's been  
16 built?

17 MR. DAVIS: I wasn't here. I imagine they  
18 showed pictures.

19 MR. KNOLL: I think we did.

20 MR. GILBRETH: They made a substantial  
21 investment in the property and we're in a position,  
22 where, again, a portion of the home is four feet too  
23 close. And there was efforts made to negotiate with the  
24 neighboring property owner. There were documents drawn

1 up, and my clients tendered those to the neighboring  
2 property owner, and those were rejected.

3           After that occurred, I got involved late last  
4 year. I had conversations with Mr. Friess. His initial  
5 demand as indicated in the email was that Mr. Biffar  
6 desired \$195,000 for the four-foot strip. He had no  
7 interest in leasing the four feet back. And then based  
8 on my conversations with Mr. Friess, had no interest in  
9 even leasing a larger portion of my client's parcel for  
10 farming purposes. We're willing to lease him a larger  
11 portion of the parcel to, you know, accommodate his  
12 practices on the property.

13           We responded back early this year, declining to  
14 pay \$195,000 for 12-hundredths of an acre, which equates  
15 to about \$1.6 million per acre. We instead offered to  
16 purchase a 10-foot by 70-foot strip. So 700-square foot  
17 or a .016 acre parcel for \$10,001, which also equates to  
18 \$625,000 per acre. We offered a 99-year lease over the  
19 700 feet, so there would no change to Mr. Biffar's  
20 practices on the premises, and we would do that at a rate  
21 of \$1 per the term of the lease, which is why there's a  
22 funny number of \$10,001 for the property. So he would be  
23 essentially paying us back with our own money.

24           We offered an indemnity and hold harmless

1 agreement indemnifying him from any damage that occurs to  
2 the property from farming on the adjacent premises as  
3 long as he obviously engaged in traditional and  
4 reasonable farming practices on the property. And we  
5 were going to pay all expenses associated with the  
6 necessary documentation.

7           That was rejected, then, in February of this  
8 year. There was no further counteroffer made. Since  
9 that time the contractor has now asserted a mechanic's  
10 lien on the premises for unpaid sums which we're going to  
11 have to be dealing with as well.

12           To be frank, we believe we've engaged in good  
13 faith negotiations with the neighboring property owner,  
14 given him several options to remedy the situation that  
15 while we are involved in, frankly we didn't create, at  
16 least not of our own doing. And those options have  
17 failed, which in my opinion resulted in an undue hardship  
18 on the property owners, which -- for which the strict  
19 application of the zoning code would be -- would have  
20 resulted in undue hardship given the current condition of  
21 the premises.

22           The practical problem is that in the absence of  
23 a variance we're not going to be able to secure permanent  
24 financing. The property is probably not going to be --

1 it's probably going to be vacated, and there's going to  
2 be a significant problem out there that no private buyer  
3 is going to want to deal with without the existence of a  
4 variance. So if it goes to a tax sale or some similar --  
5 or foreclosure or some similar circumstance, I don't  
6 think a private buyer is going to be terribly interested  
7 in it.

8           So that's the situation we're in. We're in a  
9 situation where, frankly, I don't see any other outcome  
10 that benefits any party other than what amounts to a  
11 relatively minor variance of the setback line, and just  
12 one not all.

13           MR. DAVIS: So he won't do the  
14 ten-foot-wide strip then?

15           MR. GILBRETH: Who won't? Mr. Biffar?

16           MR. DAVIS: Yeah.

17           MR. GILBRETH: No. That was rejected.

18           MR. DAVIS: That would have been a nice  
19 deal. Anybody on the Board have any comments, questions  
20 on this?

21           MR. KNOLL: I have a question on the lien  
22 on the property for the contractor. So the contractor  
23 filed a lean against your property, which I would assume  
24 is due to unpaid bills?

1 MR. GILBRETH: Yeah, we didn't get into  
2 that, but that's my assumption as well.

3 MR. KNOLL: But, I mean, and that's why the  
4 contractor is not here, not to negotiate on your behalf  
5 if he's the one that stepped off and made the mistake.  
6 Of course, that's to be determined.

7 MR. GILBRETH: Yeah. This particular  
8 contractor has a lot of irons in the fire at the moment,  
9 which may be the reason that he is not -- I believe,  
10 Caley, correct me if I'm wrong, but I believe in the past  
11 he had indicated, "Oh, I deal with this all the time,  
12 I'll take care of it," and then he didn't do anything.

13 MR. DAVIS: But he has admitted to somebody  
14 he's the one that set the stakes and dug the hole.

15 MR. GILBRETH: Well, it couldn't have been  
16 anybody else.

17 MR. DAVIS: Well, I mean --

18 MR. GILBRETH: No, no, no. I didn't mean  
19 that directly towards you. I meant that --

20 MS. HOMRIGHAUSEN: He did say there was a  
21 post out there from the initial survey that we went off  
22 of, and they used GPS-something from the person who does  
23 the digging.

24 MR. DAVIS: Okay.

1                   CHAIRPERSON MUELLER: Did he ever say  
2 anything if he was there when the excavator was actually  
3 doing the digging.

4                   MS. HOMRIGHAUSEN: He was not. I was there  
5 when the excavator was doing the digging.

6                   CHAIRPERSON MUELLER: Okay.

7                   MR. GILBRETH: For whatever it's worth  
8 also, we looked into actually literally lifting the house  
9 and moving it and resetting it four feet over. That's  
10 about a quarter of a million dollar problem. Plus, the  
11 egress -- this side of the house happens to have an  
12 egress window in this basement wall. So if we did that  
13 and set another wall we'd have a whole other occupancy  
14 problem, because we'd lose an egress window on the bottom  
15 of that. I guess we could recreate it, but that seems  
16 like a pretty heavy lift.

17                   MR. DAVIS: Anybody in the audience have  
18 any comments or questions?

19                   MS. RITA BIFFAR: I don't understand how  
20 you can use the excuse "I didn't know." It's your  
21 responsibility to hire a reliable builder. I don't  
22 understand why you're not suing him. Why he's suing you  
23 when you're not suing him. That is something else. I  
24 have seen nothing from this point onward that you have

1 shown that you are trying even. You know, you threw out  
2 those numbers. Those numbers weren't just thrown out  
3 there. They were worked up by professionals who know  
4 about farming.

5 So let's see. I just -- I'm sorry. I just --  
6 I'm sorry, don't see how you can just sit there and say,  
7 oh, well.

8 As the gentleman stated earlier, a man came  
9 here to ask about a sign respectfully, a variance for a  
10 sign, before he did it. I just don't understand this  
11 after-the-fact variance stuff.

12 CHAIRPERSON MUELLER: Go ahead. Your name.

13 MR. JOSH BIFFAR: I'm Josh Biffar. I've  
14 got some pictures here. I got some things I'll go over  
15 in my letter I'd like to pass out.

16 MR. GILBRETH: Do you have a -- could I  
17 have a copy?

18 MR. JOSH BIFFAR: Sure. So I'm Josh  
19 Biffar. When all this first started I simply asked for a  
20 letter of liability to deal with this issue.  
21 Ms. Homrighausen declined to give me that, so at the  
22 beginning of this first meeting she seemed like she was  
23 surprised that all of a sudden I changed my mind, and I  
24 believe that's what the paper reported as well. That was

1 never the case. I had an expectation that she was going  
2 to provide me something. Nothing was provided. So I did  
3 not agree with any of that situation.

4           So, you know, in the possibility of something  
5 that would hit their house, you know, they offered in  
6 that contract that you just said something to the effect  
7 of normal farming practices. Well, if you're normally  
8 farming, you're not going to do damage to anything. Just  
9 like insurance. You don't need it unless something bad  
10 happens. So I felt that that clause gave me nothing as  
11 far as protection from this last offer that he gave me.  
12 Which I would also like to add somewhere along the line  
13 was a typo, because that is not the number of 195,000 or  
14 something that I gave them. That was never said by me  
15 and should not have been relayed to them. That number  
16 isn't correct.

17           So, you know, the problem is, you know, at  
18 least we know options really to rectify this without  
19 selling them some property, because I told them also at  
20 the very first meeting I wanted a straight line to go  
21 down through there. And I also believed that they needed  
22 more than the minimum of the four feet. That's not  
23 enough room. There's an egress window, as is stated.  
24 There's air-conditioning units. Everything else. We're

1 really talking 12, 13 feet in between there. I feel that  
2 we should get a little bit more than the absolute  
3 required minimum to get back along there.

4           So, you know, if they want to feel that I am  
5 asking too much money, maybe they should go to the other  
6 neighbors to my south and we just all move four feet  
7 down, if I'm being unreasonable. But to my knowledge I  
8 don't think any of that option has been explored.

9           And so I have alternatively tried to throw out  
10 other ideas for other possibilities that could help  
11 rectify this. Maybe the other neighbors, they'll sell  
12 something cheaper. I don't know. But that's the  
13 situation that I'm at. And that way I am not part of the  
14 problem and I maintain my square foot and the straight  
15 line.

16           You know, farmers spend thousands of dollars a  
17 year in GPS equipment so they farm a straight line. That  
18 last offer that they gave me was a section of property  
19 out of the middle of the field, which is of no use. You  
20 know, for me to go and drive around everything, and  
21 judging from the issues that we've had, I am not  
22 interested in any sort of an agreement to farm it, to  
23 continue to farm a straight line, because as I also said  
24 at the first meeting, that is only good as long as they

1 live there. As soon as they move -- you've got a high  
2 turnover of people in the neighborhood in the last five  
3 years. Now I've got the same problem all over again.  
4 Who says the new owners are going to allow me to farm it  
5 the same way. Now I've got this big chunk missing out of  
6 the middle of my property.

7           So along with that there are still issues. The  
8 first card you have there, you can see there the  
9 downspout issues that I'm dealing with. There's two  
10 pictures there. I'm working with the NRCS to help  
11 control erosion issues due to those downspouts. That was  
12 one thing that Caley told me at the beginning, that she  
13 would be sure that those downspouts were trenched. That  
14 she spoke to the contract. That was going to go the  
15 other direction. Those downspouts a year later are still  
16 in the same situation and dumping out right towards me.

17           So they've been living in this house without an  
18 occupancy permit. They asked the Board for permission to  
19 be able to live here. Permission was denied, and yet  
20 that night we followed them home to their house. So they  
21 have already been living there. And this fills the  
22 situation with character and the reasons why I do not  
23 want to engage in a business or personal relationship  
24 with the neighbors. I feel they are on their side, they

1 should be on mine.

2           So I've been dealing with those issues. I've  
3 still been dealing with trash in the field. You know, we  
4 purchased this close to the same time the property was  
5 purchased. My loan is with an FSA. Farmers know what  
6 kind of fun it is to work with the FSA and how much  
7 paperwork and time is involved with that.

8           So, you know, my price to sell is significantly  
9 less than moving a house, but it's going to be worth my  
10 while. You know, these things all have a cost. You  
11 know, the previous offer that was given to me at the  
12 beginning, not by the attorney that is present now, is in  
13 your packet there.

14           It also says that they wanted me to allow them  
15 to build more buildings within the setback, and I have  
16 the evidence of those in there. I'm not okay with one  
17 building, why would I be okay with more? So all those  
18 things is not going to fly with me.

19           I feel that their name was on the permit. They  
20 are the ones that's responsible. Caley is saying she was  
21 even present whenever the basement was dug. They made  
22 the statement tonight that he just stepped off how far  
23 away it is for the contractor. Well, if their permit  
24 shows they were going to be 20 feet, which is the

1 required minimum away from the property line, I think  
2 stepping it off is not an acceptable measurement. And so  
3 I feel that this is a self-inflicted hardship. This is a  
4 problem that they brought on themselves. I did not  
5 create the problem, nor do I have to be part of the  
6 solution. And I don't have to approve of it.

7 MS. MARY BIFFAR: You were starting to talk  
8 about the NRCS, but I don't think you completed your  
9 thought.

10 MR. JOSH BIFFAR: So the NRCS gave -- is  
11 requiring a basin to be put over there. In your packet  
12 there's an email in there from the NRCS that requires a  
13 basin to be installed over there because I am dealing  
14 with erosion issues. And as you can see in there, the  
15 NRCS specifically called out due to the close placement  
16 of that house that other basin is going to be required to  
17 control it. Along with your packet, I have an estimate  
18 for installing that basin from the local dirt contractor  
19 and what the cost of installing that basin is. Thank  
20 you.

21 MR. DAVIS: Is the basin required if they  
22 tile the downspouts?

23 MR. JOSH BIFFAR: Yes. It goes off the  
24 roof.

1 MR. DAVIS: I didn't realize the NRCS could  
2 require somebody to put a detention basin in.

3 MR. JOSH BIFFAR: It's not a requirement.  
4 It's to help control erosion.

5 MR. DAVIS: It's a recommendation.

6 MR. JOSH BIFFAR: Correct. Yeah. It's to  
7 deal with erosion issues that's caused by the roof  
8 structure's run-off.

9 And I also have a letter from another neighbor.  
10 I don't know if you guys want to read it or if you want  
11 me to read it. It's up to you.

12 CHAIRPERSON MUELLER: If you want to read  
13 it, it will be in the minutes, it will go to the Board of  
14 Appeals. If you don't read it, the Board of Appeals will  
15 never hear it.

16 MR. JOSH BIFFAR: Read it, you said?

17 CHAIRPERSON MUELLER: Yeah.

18 MR. GILBRETH: But we don't know who it is.

19 MR. DAVIS: Well, he said he'd tell us who  
20 it's from; right?

21 (Simultaneous speaking.)

22 CHAIRPERSON MUELLER: If it's anonymous,  
23 no.

24 MR. JOSH BIFFAR: Okay.

1 MR. STUMPF: I got a question.

2 MR. DAVIS: Go ahead.

3 MR. BERG: I'm just trying to play devil's  
4 advocate. Is there any remediation with you to sell the  
5 piece to try to rectify this or -- I mean, at the end of  
6 the day it's not our job to decide who is buying land and  
7 who is selling land and what land is worth. It's our job  
8 to recommend a variance or not or whatever, but is there  
9 anything that you would take on a ten-foot strip of  
10 ground within a reasonable offer of a percentage over  
11 what farmland is bringing? I understand you don't want  
12 to give up ground, and I understand that they probably  
13 messed up. But somewhere there's got to be some kind of  
14 a remedy to this thing, because it ain't going to end  
15 well for nobody.

16 MR. JOSH BIFFAR: Yeah. To answer your  
17 question, yes, I would be interested in entertaining a  
18 realistic price that's going to be worth my while, that's  
19 going to cover the cost of putting that basin in and the  
20 issues that are going to be associated with that. So if  
21 that helps.

22 MR. STUMPF: If the downspout went to the  
23 other side of the property, you wouldn't have --

24 MR. JOSH BIFFAR: It goes by roof

1 structure.

2 (Simultaneous speaking.)

3 MR. BERG: But the water all the way to the  
4 other side.

5 MR. GILBRETH: That roof being four foot  
6 farther north, I can't imagine that's going to make that  
7 much of a difference if it's 20-foot from the line or  
8 16-foot from the line.

9 MR. BERG: Well, it's just getting the  
10 water off of it.

11 MR. GILBRETH: Well, I get it. To your  
12 point, if we redirect the water, it will be all right  
13 there, but if the basin is being recommended based on the  
14 square foot of roofage, that ain't going to change  
15 whether it's 20-foot at the line or 16-foot at the line.

16 MR. STUMPF: I'm not talking about the  
17 line. Before we vote on anything, they ought to sit down  
18 and get a remedy before we get any deeper in the middle  
19 of this, to be honest with you.

20 MR. PITTMAN: The remedies you offered have  
21 all been turned down.

22 MR. GILBRETH: That's why we are back here.  
23 The last note we got from Mr. Biffar's representative,  
24 "Your offer has been rejected." That was February. Now

1 May 1st we're negotiating. Now, how long have we -- the  
2 delay helps no one. And I agree with Mr. Stumpf that a  
3 deal benefits everyone. I don't know how likely that is.

4 MR. JOSH BIFFAR: I've gotten nothing that  
5 I've asked for.

6 CHAIRPERSON MUELLER: Will you please let  
7 him finish.

8 MR. JOSH BIFFAR: I thought he was done.  
9 Sorry.

10 MR. GILBRETH: I guess what -- and in  
11 response to Mr. Biffar's comment right now, that goal  
12 post, since I've been involved, has moved several times.  
13 Now, we're in a position where now -- this is the first  
14 time I've heard about a retention basin needs to go in,  
15 and if we're going to make this work you got to pay for  
16 my retention basin. Before all of that it was if I  
17 overspray my bean field and it kills your daffodils,  
18 that's not a problem. I can write that up all day. I  
19 can do that in an hour and we can have this thing done.  
20 But when that objective moves and changes, it's very  
21 difficult to come to a resolution. I'm more than willing  
22 to try. I don't know where we're going to get. And if  
23 that 195 was never supposed to be conveyed to us, that's  
24 kind of a bad place to start. I don't know what the

1 number should have been. I'd like to know if Mr. Biffar  
2 is willing to share that, but it's hard to negotiate  
3 that.

4 MR. DAVIS: Mrs. Biffar, I think you wanted  
5 to have another comment.

6 MS. RITA BIFFAR: I'm a little concerned  
7 now. You just said that the house is probably -- she's  
8 going to lose it or something, so you're asking us to  
9 make plans for something that is not even going to  
10 possibly be a future. This is kind of what got us here  
11 in the first place.

12 MR. GILBRETH: You want me to respond?

13 CHAIRPERSON MUELLER: Let her finish and  
14 you can respond.

15 MR. GILBRETH: Only if you want me to.

16 MS. RITA BIFFAR: Well, you're saying trust  
17 you, but you also said in the beginning of your  
18 conversation that possibly -- I don't remember the exact  
19 words, something to the effect of she may be losing the  
20 house.

21 MR. GILBRETH: If you have a nonconforming  
22 structure on a piece of property that can't be there,  
23 nobody can live there. Nobody is going to use it is my  
24 point.

1 MR. KNOLL: She's going to lose it because  
2 she can't move into it.

3 MR. GILBRETH: Not because we can't afford  
4 it. It's a structure that can't be occupied because it  
5 doesn't comport with zoning requirements.

6 MR. DAVIS: But another factor on a  
7 variance, one of the reasons you grant it is due to a  
8 hardship on the property owner. Now, we can argue that  
9 it was self-inflicted. But it sounds like from what  
10 we've been hearing it is quite a bit of a hardship. So  
11 if we would recommend a variance would be granted and it  
12 does get approved, then she gets the house and you get no  
13 kind of settlement. So that's the other option on that,  
14 it seems like.

15 MR. KNOLL: I still have a question on the  
16 lien. If there's a lien on the property, we may end up  
17 granting the variance and the contractor take possession  
18 of the property if he was never paid.

19 MR. GILBRETH: That's -- well, two things,  
20 one, he filed it too late. It was done more than four  
21 months after the last day of work. So it's probably  
22 invalid, even if it isn't, there will be funds.

23 MR. KNOLL: Are those funds in an escrow?

24 MR. GILBRETH: Well, we have got

1 construction loans still pending, so they can be paid out  
2 of construction loans or either permanent financing.

3 MR. PITTMAN: You pay because of the  
4 disagreement on who screwed up --

5 MS. HOMRIGHAUSEN: We still paid on the  
6 construction loan.

7 MR. GILBRETH: There's -- we don't know  
8 what our full exposure is on the contractor's error is  
9 going to be yet. There was -- I don't remember who  
10 asked, but there was a question on why the contractor  
11 isn't being sued. Because he's insolvent. I can't get  
12 blood from a turnip. So it's -- so there's -- it doesn't  
13 make sense to throw good money after bad. I think we'll  
14 spend our time avoiding the lien, which is invalid.

15 MR. KNOLL: There are plenty of lawsuits  
16 that get people that are insolvent.

17 MR. GILBRETH: Yeah. If you get a piece of  
18 paper that says they owe you money, and then you get to  
19 try to enforce it.

20 MR. KNOLL: Right. Try to get it on every  
21 payment he receives.

22 MR. GILBRETH: And he's already got one.  
23 The next one is heading in that direction.

24 MR. KNOLL: Was there a subcontractor used

1 to do the excavation on the basement?

2 MS. HOMRIGHAUSEN: Yes.

3 MR. KNOLL: And are you currently in talks  
4 with the sub? Unless the sub has a lien against you he  
5 was presumably paid.

6 MR. GILBRETH: Presume he's been paid.

7 MS. HOMRIGHAUSEN: Right.

8 MR. KNOLL: There's some liability there on  
9 his part, I would think.

10 MR. GILBRETH: Depends who laid it out;  
11 right? The excavator comes in and runs the equipment,  
12 right.

13 MR. KNOLL: Has that been determined who  
14 laid it out?

15 MR. GILBRETH: I believe that the general  
16 accepted responsibility for laying it out, if I remember  
17 correctly. But, again that's a sticky wicket.

18 MR. DAVIS: The lady standing up?

19 MS. MARY BIFFAR: I'm Mary Biffar. I don't  
20 know that it's relevant, but I did want to drop a letter  
21 I've received.

22 You know, I did have a personal experience much  
23 like Caley did about ten years ago where I had built a  
24 structure and I thought that they filed permits, they

1 thought I filed permits, and a couple weeks later I got  
2 the certified letter in the mail and I was told  
3 repeatedly tear it down. It's your own fault. Ignorance  
4 is no excuse. And I was told to tear down a brand-new  
5 structure. Now, I was able to pay for my fines and get  
6 everything done that I wanted to get done through Mike  
7 Faust, but the message I got was pretty harsh. And I've  
8 been here since 1955. And I don't see why we're being so  
9 kind about this.

10 MR. DAVIS: Okay.

11 CHAIRPERSON MUELLER: Is this a letter you  
12 wish to be placed into the minutes?

13 MS. MARY BIFFAR: I don't think so. I  
14 don't think it would be wise.

15 MR. DAVIS: Lady over here.

16 MS. NICHOLLS: My name is Sherry Nicholls.  
17 I am, too, surprised that we are here, that they are  
18 pleading ignorance. We all know that ignorance is no  
19 excuse. Goes back to the Roman times. But we are also  
20 talking about law is very common to the average person.  
21 This was not buried in a bunch of statutes. The common  
22 person doesn't know or wouldn't think -- your  
23 average homeowner of average mentality knows there is  
24 boundaries. There is diagrams that they have to follow.

1 And I think it's almost appalling again as she stated  
2 that we're here and everybody is asking the homeowner --  
3 or the farmer to be reasonable, when it shouldn't have  
4 happened in the first place. And I think it's going to  
5 set a big precedent. The question is, are you guys all  
6 going to want to be here when the next homeowner is this  
7 sloppy and pleads ignorance? Why should he take a lesser  
8 amount or be so reasonable for this error when it should  
9 have not happened in the first place. And, again, do you  
10 all want to be here again for the next person who is  
11 going to plead ignorance?

12 MR. DAVIS: Thank you. Anything else from  
13 the Board.

14 MR. AGNE: Yeah. When this came up a long  
15 time ago, I asked the question why couldn't you swap  
16 land. I see a lot of dollars -- a lot of high dollars in  
17 there versus land and acreage. Why couldn't you just  
18 swap four feet times a hundred, and then down on the  
19 south side you get eight feet of 200 or something. You  
20 actually pick up twice as much land, and that satisfies  
21 the situation, and they don't have -- because right now  
22 all we can do is tear off the end of the house to get  
23 back. So can you work in terms of land instead of  
24 dollars, and then you come out ahead.

1 CHAIRPERSON MUELLER: Jim, I think I'll  
2 answer that. I'm going to answer that for him. As he  
3 mentioned everything gets done by GPS nowadays.

4 MR. AGNE: Okay.

5 CHAIRPERSON MUELLER: The thing that is  
6 golden is if you can lay off a straight A-B line from the  
7 beginning of your field to the end of your field, and you  
8 follow that line one end to the other, if you've got a  
9 jog in that line, you have made yourself a major -- you  
10 have made yourself a hassle.

11 MR. AGNE: I understand that.

12 CHAIRPERSON MUELLER: Straight A-B lines  
13 don't allow for jog. If it was my property, I would not  
14 put a jog in it.

15 MR. AGNE: All right.

16 MR. GILBRETH: And that's why we're  
17 offering the long-term lease. That's the idea.

18 CHAIRPERSON MUELLER: Okay.

19 MR. GILBRETH: That's not a perfect  
20 solution, but to the extent that we're being encouraged  
21 to seek an alternative solution to the variance, again,  
22 we'll give any reasonable proposal due thought.

23 CHAIRPERSON MUELLER: Sir?

24 MR. ALAN BIFFAR: I also believe it would

1 change -- it would be a problem for his loan, because he  
2 doesn't own the land outright. His loan is for this  
3 specific piece of property. So he would have to go back  
4 to his two banks, or how many banks he's got, and he  
5 would have to redo the loans, which is considerable  
6 expense. It's not just that you can just switch pieces  
7 of property and everybody okay. He's going to have a  
8 considerable expense for doing that what you suggested.

9 MR. GILBRETH: And I guess, you know,  
10 again, we'll give it some thought, but if it's too much  
11 of a hardship to move lines in any capacity, I get it,  
12 but it's also a hardship that we've got a three-quarter  
13 of a million dollar home that is essentially going to be  
14 a vacant place that -- I mean, the County -- in all  
15 candor, and I'm not trying to be cheeky or facetious, if  
16 we don't find a solution, the County is going to have to  
17 figure out a solution, because that's where it's going to  
18 wind up.

19 MR. PITTMAN: So you-all turned down the  
20 November 19th offer of \$195,000 to the extent that it  
21 comes to 1.2 million.

22 MR. GILBRETH: I understand we have a need  
23 for the ground. That seems to be excessive even under  
24 those circumstances.

1 MR. KNOLL: The contractor wasn't  
2 interested in a 195,000 settlement?

3 MR. GILBRETH: No, sir.

4 MR. KNOLL: Well, I'm assuming -- I know  
5 he's dissolving or whatever we're saying, but he has  
6 assets. So that's still --

7 MR. GILBRETH: I agree, but I personally  
8 sold all of his assets at auction. I know he doesn't  
9 have assets. I've got -- I'm very familiar with the  
10 contractor.

11 MR. DAVIS: Carlyle, you have any  
12 questions?

13 CHAIRPERSON MUELLER: After the last time  
14 we came through here, and I hope -- Ryan, you stop me if  
15 I go too far here -- I kind of thought of this, and  
16 actually it was discussed with some other people. If it  
17 was possible to -- following up on one offer that you  
18 made here, a 10-foot by 70-foot or whatever piece of  
19 land, if that could be bought from Mr. Biffar, and that  
20 parcel would then carry a restriction on it that it was  
21 for -- it was for the adjoining property owner of the  
22 remaining parcel -- and this was not mentioned --

23 MR. GILBRETH: I can do a permanent  
24 easement. I can do a permanent --

1                   CHAIRPERSON MUELLER: A permanent easement.  
2 The adjoining property owner could rent that property at  
3 zero cost per acre for as long as the property would be  
4 farmed.

5                   MR. GILBRETH: I can just do a permanent  
6 easement. You know, we'd create an easement that was for  
7 varied purposes --

8                   CHAIRPERSON MUELLER: The parcel could  
9 never be sold separate of their parcel.

10                  MR. GILBRETH: Uh-huh. Uh-huh.

11                  CHAIRPERSON MUELLER: With the home parcel  
12 and it would come with the restriction of the re -- the  
13 liability for damages to their property with ordinary and  
14 customary farming practices. Now, you say that's not  
15 giving you anything. The mere mention of ordinary and  
16 customary farming practices is giving you something.

17                  MR. GILBRETH: That's a term of art.

18                  CHAIRPERSON MUELLER: Because if you're out  
19 there spraying on a day when there are 12-mile-an-hour  
20 winds blowing the wrong direction, that can be off-label.

21                  MS. HOMRIGHAUSEN: That can be off what?

22                  CHAIRPERSON MUELLER: Off-label. Off the  
23 federal label. If they released you from everything, you  
24 would at least only be limited to the label. You

1 wouldn't have to worry about the property with a five  
2 mile an hour wind. If they would be planting a food plot  
3 of non-GMO beans out there, you're going to be looking at  
4 a wide buffer zone next to them, again, per label. If  
5 they are putting a beehive out there, then you get into  
6 another entire act. So I think it is to your benefit one  
7 way or another to get this settled in some way that is at  
8 a reasonable cost to them. Not free, but a reasonable  
9 cost. They'd have to pick up all the legal expenses, all  
10 the surveying expenses. They would have to deal with the  
11 expenses of convincing the bank to release this parcel of  
12 ground, which would be a new description, a surveyed  
13 parcel.

14 MR. JOSH BIFFAR: So who owns the property,  
15 me or them?

16 CHAIRPERSON MUELLER: They would own it.

17 MR. GILBRETH: Subject to your easement.

18 CHAIRPERSON MUELLER: If they have -- your  
19 deed probably says something about you own your property  
20 subject to an easement for a public road. They would own  
21 their parcel subject to an easement of the farm labor of  
22 the parcel to the south who had the right as long as this  
23 property was being farmed for agricultural purposes.  
24 That farm operator could continue to farm this piece of

1 ground at zero cost. And it wouldn't be a 99-year lease  
2 or anything. It would be as long as the parcel remained  
3 in agricultural production, regardless of who is the  
4 operator. It would be operator as evidenced by the FSA  
5 records.

6 MR. GILBRETH: Well, I could make the  
7 easement run to your land, is what I'm trying to say, so  
8 it's permanent. Whoever you sell your land to, make that  
9 easement go with it. Whoever they sell their land to,  
10 it's subject to that easement.

11 MR. JOSH BIFFAR: What rights do you have  
12 to that piece of property? Can they ride their dirt  
13 bikes up and down that?

14 MR. GILBRETH: Not if the easement says  
15 they can't.

16 CHAIRPERSON MUELLER: The easement can say  
17 a lot of things.

18 MR. GILBRETH: Yeah, I can write it up  
19 however we need to. I can do a lot with that. I  
20 appreciate that, Mr. Mueller. That's a good idea.

21 MR. DAVIS: He'd have the use of the  
22 surface.

23 MR. GILBRETH: Correct. No different than  
24 a lake easement, fishing easement, water easement, road

1 easement.

2 CHAIRPERSON MUELLER: If the parcel you're  
3 farming would ever get sold for development --

4 MR. GILBRETH: Yeah, it would terminate.

5 MR. ALAN BIFFAR: So what happens if he  
6 would want to build houses over there then? You're  
7 talking about agricultural reasons, but what if he  
8 doesn't want to -- what if he wants to build a house  
9 right there, then what happens?

10 MR. JOSH BIFFAR: Which line do you go off  
11 of?

12 CHAIRPERSON MUELLER: You go off --

13 MR. JOSH BIFFAR: The new.

14 MR. DAVIS: They would own fee simple.  
15 You'd have -- the easement would give you right of the  
16 use, but if you would decide to divide that other  
17 property up, you could put a house there but you couldn't  
18 farm that anymore.

19 MR. ALAN BIFFAR: Goes off the new line  
20 then, not off of where it was at.

21 CHAIRPERSON MUELLER: It would go off the  
22 new line, and this parcel would be 10 feet by 70.

23 MR. GILBRETH: Is that a -- I mean, is  
24 that -- sounds like low ground to me.

1                   CHAIRPERSON MUELLER:  So, yeah, there would  
2 be a disincentive, I guess, if you want to build a house  
3 right next to that property line, it would be losing ten  
4 feet.

5                   MR. ALAN BIFFAR:  And what about  
6 outbuildings then?

7                   CHAIRPERSON MUELLER:  You would be working  
8 off of a new property line, but keeping in mind you're  
9 only doing it off of short distance of the entire  
10 distance.  And you keep maintaining your straight farming  
11 practice line from one end to the other.

12                  So that would be my opinion.  This is actually  
13 what I thought right from the beginning, and I didn't  
14 feel that at that time it was my place to come out and  
15 say anything to anybody about it.

16                  MR. GILBRETH:  Well, as I said earlier, a  
17 deal that everybody likes is a deal that works for  
18 everybody.  And a deal is better than no deal.

19                  CHAIRPERSON MUELLER:  And I think  
20 realistically, we have to look at it regardless of where  
21 the responsibility lies here.  And I think the  
22 responsibility lies with the contractor.  The average  
23 homeowner does not follow the contractor around and make  
24 sure of all the dotting -- make sure that everything is

1 absolutely perfect.

2 MR. JOSH BIFFAR: At some point could this  
3 be changed for future problems within the County so that  
4 this does not happen again? If the County is going to  
5 sit here and dictate these rules, these ordinances or  
6 whatever you want to call them, why doesn't the County  
7 have skin in this?

8 MS. MARY BIFFAR: I think what he means is,  
9 like, Columbia where they do surveys in advance.

10 CHAIRPERSON MUELLER: I will agree.  
11 Generally developing laws are modified in response to an  
12 issue that comes up.

13 MR. JOSH BIFFAR: You tell me I'm the first  
14 one?

15 CHAIRPERSON MUELLER: First one where this  
16 one has come up. It has been discussed rather  
17 significantly, and it is in the notes, that following our  
18 comprehensive plan when we start going through zoning  
19 code again, if you are building within X number of feet  
20 of a property line, it will be surveyed.

21 MS. MARY BIFFAR: That's probably good.

22 CHAIRPERSON MUELLER: But keep in mind this  
23 line was surveyed. His contractor screwed up.

24 MR. JOSH BIFFAR: And I have to deal with

1 the problem.

2 MR. DAVIS: Yeah.

3 CHAIRPERSON MUELLER: And I have dealt with  
4 the same personal problems myself. And I don't like  
5 them, but sometimes you just end up doing it.

6 MR. DAVIS: Okay. This last comment from  
7 the audience.

8 MS. NICHOLLS: Well, her legal counsel I  
9 also feel has alluded to a lot of financial hardship. He  
10 is proposing these things and he will handle it. Are we  
11 certain it's going to be done without any ties or strings  
12 or --

13 CHAIRPERSON MUELLER: Well, this is going  
14 to the Board of Appeals in a month's time. So there is  
15 an issue here. They can either get it settled before the  
16 Board of Appeals, or they can take their chances before  
17 the Board of Appeals giving them a variance perhaps, at  
18 which time Mr. Biffar would be out of luck. And if he  
19 could settle it before that, he could possibly come out  
20 at least ahead on liability deterrence.

21 MR. PITTMAN: Speaking of liability, that  
22 language, is that pretty common -- reasonable and  
23 customary farming practices, is that pretty standard  
24 language to use?

1 MR. WEBB: Yeah, Mr. Gilbreth's right. It's  
2 a term of art. I'm sorry, Ryan Webb, State's Attorney.

3 It's a term of art that is in, you know,  
4 standard contract language. The only thing I can add  
5 here as it relates to procedural aspects of this, a couple  
6 of things for consideration of the Board.

7 Number one, obviously not presuming to know how  
8 the Board or how the Commission will end up voting on this  
9 as it relates to recommendations to the Board of Appeals,  
10 but obviously there are procedural hurdles that the Board  
11 of Appeals would be faced with depending on how this  
12 Commission would vote.

13 And as it relates to the current sort of  
14 economic hardships for all parties involved, I think part  
15 of the issue here is that they are not known yet, because  
16 there is no deal in place. So as it relates to whether  
17 or not there is blood to be squeezed out of the  
18 contractor's turnip or not, that number is not known. It  
19 just simply isn't. And so long as it isn't, I think it  
20 will be difficult for the Commission even assuming that it  
21 would pass it with some caveat of reach a deal with these  
22 things, I don't know that the Commission is in a position  
23 to do that at this point.

24

1           So that leads the Commission in a couple of  
2 positions. Number one, I certainly think this is not  
3 something that should be tabled, because tabled suggests  
4 in its language for a considerable amount of time, and I  
5 think everyone involved certainly wants some certainty  
6 moving forward one way or the other.

7           So it can be laid over, which would require the  
8 Commission to act at the next meeting, or you could vote  
9 on it and then proceed to the Board of Appeals, and then  
10 that would approximately be next month, which would then  
11 bring finality to it as it relates to the administrative  
12 part of this. And that would ultimately then leave --  
13 again, not presume to know how the outcome would come  
14 out, but depending on how that worked out, that would  
15 leave both parties with remedies that ultimately involve  
16 the County one way or the other.

17           CHAIRPERSON MUELLER: Well, keeping in mind  
18 that this is a recommendation --

19           MR. WEBB: Correct. Yeah. Absolutely.

20           CHAIRPERSON MUELLER: So it's between now  
21 and Board of Appeals that something would happen, because  
22 at that point Board of Appeals would have to do  
23 something.

24           MR. WEBB: They would, but if there's a

1 negative recommendation from the Planning Commission,  
2 then it requires a super majority of the Board of Appeals  
3 to approve. So it wouldn't be a simple 3-2 vote. So as  
4 it relates to the procedural aspects of this, it's just  
5 for however the Commission wishes to proceed.

6 MR. DAVIS: Gene?

7 MR. STUMPF: I personally think we should  
8 do what Mr. Webb says, make this thing lay over, in my  
9 personal opinion, and give them time to get this thing  
10 rectified. Because if we vote this thing one way or the  
11 other tonight, then nothing happens quick. We all know  
12 that. I think that's my personal opinion. We're better  
13 off with that, layover or however you want to word it.  
14 If lay over is the technical word, that's my opinion.

15 MR. BERG: It puts a timeline on it.

16 CHAIRPERSON MUELLER: Ryan, I have a  
17 question about this layover. I found absolutely nothing  
18 in Roberts Rules of Order concerning the use of the term  
19 layover. I did find a reference, I think in Wikipedia,  
20 that it is a term used by the U.S. Government House and  
21 Senate. As a bill comes out of the committee, if the  
22 floor is not ready to vote on it, that it is laid over  
23 for a period of days. My contacts that are familiar with  
24 parliamentary procedures say the proper usage here would

1 be to postpone to a definite time.

2 MR. WEBB: I would be comfortable with  
3 that. I'm not comfortable with table.

4 CHAIRPERSON MUELLER: No, because tabling  
5 should be something that comes back in that same meeting.

6 MR. WEBB: No. A tabling actually requires  
7 to remove from the table in order for there to be action  
8 because it requires notice.

9 CHAIRPERSON MUELLER: But if we were doing  
10 something early here in the meeting, and then something  
11 came up that we wanted to go on and deal with that first,  
12 we would table the first action and then later on in the  
13 meeting we would remove that action from the table and  
14 proceed to deal with it.

15 MR. WEBB: Within that same meeting that  
16 would be permissible, because there would still have been  
17 notice for that action at that meeting, but once an  
18 action is tabled at a meeting and then the meeting is  
19 adjourned, there cannot be -- this cannot go on the next  
20 meeting because the first thing that would happen would  
21 be motion to remove from the table and then provide  
22 subsequent notice to all the interested parties.

23 CHAIRPERSON MUELLER: Yeah. But so from  
24 what I have gathered, the proper procedure here would be

1 postpone to a definite time.

2 MR. WEBB: I'm comfortable with that. I  
3 don't necessarily disagree with the folks that are saying  
4 layover is not a term, but that's okay.

5 MR. DAVIS: There's two hardships. Their  
6 hardship not being able to occupy the house, and then the  
7 neighbor's hardship of having to negotiate --

8 MR. WEBB: That's not correct. The  
9 hardships are between the property owner, Ms.  
10 Homrighausen, and the County.

11 MS. DAVIS: Okay.

12 MR. WEBB: This is not -- that's a private  
13 property dispute. The hardships would not -- if it were  
14 ever brought before a court, the hardship would be  
15 weighed of the county's hardship of granting a variance  
16 and the hardship extended to the property owners.

17 CHAIRPERSON MUELLER: If we would postpone  
18 this to the next meeting, what are the possibilities that  
19 within the two-month period of time then before the Board  
20 of Appeals would hear it that something could be worked  
21 out?

22 MR. GILBRETH: I can work up my end of it  
23 quickly. I think the wild card is dealing with the bank,  
24 because it would probably need a mortgage mod, maybe a

1 subordination agreement, because they'd need to  
2 subordinate the easement to their mortgage. Or they  
3 might say it's de minimis. I mean, they might say it's,  
4 whatever, 700 square feet, we're not worried about it.  
5 There's still enough collateral. I don't know what  
6 they'd say. So I think -- but you're going to have to --  
7 we're going to have to collaborate on getting with your  
8 bank or banks. So I would say not to beat around the  
9 bush, my end is easy. Dealing with the banks on their  
10 schedule, that's the thing that might be --

11 CHAIRPERSON MUELLER: Josh, is this  
12 something that sounds reasonable to you?

13 MR. JOSH BIFFAR: I'll have to look into  
14 it. I'm not going to say yes or no at this time.

15 CHAIRPERSON MUELLER: Okay.

16 MR. PITTMAN: I have a question. During  
17 the discussion, it was mentioned that you're looking at  
18 more buildings within --

19 MS. HOMRIGHAUSEN: That's not true.

20 MR. GILBRETH: What Mr. Biffar -- and I  
21 don't have the original documents drawn up that were  
22 tendered, but I think what he's referring to is the  
23 language in here -- they go on, "John and Caley's  
24 constructing structures including, but not limited to,

1 sheds, bins, and solar panels on the property which are  
2 four feet closer." So I understand his reading of that.  
3 To be honest with you, I think it's not terribly clearly  
4 drafted. I don't think the intent was to install any  
5 more buildings, but I can see how that language would be  
6 read to say, well, I don't even want you to build -- like  
7 Mr. Biffar said, I don't want you to build what you got  
8 much less any more. So I understand what you're driving  
9 at. I wouldn't use that language in the document that I  
10 would draw.

11 MR. DAVIS: You want to make a motion to  
12 postpone it?

13 CHAIRPERSON MUELLER: You're the one making  
14 the motion, Dan.

15 MR. DAVIS: I don't know how much -- all  
16 right. I'd make a motion that we postpone this to the  
17 next meeting, which is the first Thursday of June.

18 CHAIRPERSON MUELLER: We are postponing to  
19 the next meeting. We have a motion. Postpone to the  
20 next meeting, which would be the first meeting in -- or  
21 the meeting in June.

22 MR. VOELKER: June 5th.

23 CHAIRPERSON MUELLER: Is there a second?

24 MR. BERG: Second.

1                   CHAIRPERSON MUELLER: Is there further  
2 discussion from the Board?

3                   MR. BERG: What happens if their  
4 negotiation gets -- the bank holds them up before the  
5 next meeting?

6                   MR. GILBRETH: I would defer to Mr. Webb on  
7 the proper procedure, but I would say we report back and  
8 say, hey, look, we're close but -- whatever the case  
9 might be. And I don't think there's any limit on how  
10 many times we can kick the can down the road.

11                   MR. WEBB: That's correct.

12                   MR. KNOLL: Postpone to the next meeting  
13 that has a proper amount of attendance.

14                   CHAIRPERSON MUELLER: If there is no quorum  
15 we do not meet.

16                   MR. DAVIS: Write down it would be that  
17 date, but --

18                   CHAIRPERSON MUELLER: If we don't have the  
19 quorum here, it's not meeting. Any further discussion?  
20 Take a vote.

21                   MS. MAVERS: Jim Agne?

22                   MR. AGNE: Yes.

23                   MS. MAVERS: Tim Berg?

24                   MR. BERG: Yes.

1 MS. MAVERS: Dan Davis?  
2 MR. DAVIS: Yes.  
3 MS. MAVERS: Alex Knoll?  
4 MR. KNOLL: Yes.  
5 MS. MAVERS: Carlyle Mueller?  
6 CHAIRPERSON MUELLER: Yes.  
7 MS. MAVERS: Chuck Pittman?  
8 MR. PITTMAN: Yes.  
9 MS. MAVERS: Robert Schlegel?  
10 MR. SCHLEGEL: Yes.  
11 MS. MAVERS: Gene Stumpf?  
12 MR. STUMPF: Yes.  
13 CHAIRPERSON MUELLER: Okay. Treasurer's  
14 report we don't have. Zoning officer's report?  
15 MR. VOELKER: Dawn, do they have the sheet?  
16 MS. MAVERS: No.  
17 MR. VOELKER: Okay. The Month of April had  
18 29 permits, two new houses, \$7,258 in building and  
19 electrical permits, \$7,540 in inspections, \$625 in  
20 electrical license renewals, \$600 mileage fees, a  
21 thousand dollars in electrical contractor registration,  
22 and \$975 in municipal inspections, for a total of  
23 \$17,998.  
24 We do possibly -- we don't have anything for

1 sure scheduled for next month's meeting besides the  
2 postponement, but there is a possibility of a -- a good  
3 strong possibility of a commercial solar project.

4 MR. DAVIS: In the County?

5 MR. VOELKER: In the County. So we'll  
6 have -- have to sharpen our pencils and read the book,  
7 because it's going to be, you know, something new we  
8 haven't done.

9 CHAIRPERSON MUELLER: Might as well plan on  
10 being here, Ryan.

11 MR. VOELKER: Can't think of anything else  
12 right now. Haven't heard anything from the comprehensive  
13 planning person yet.

14 CHAIRPERSON MUELLER: No, not from the  
15 regular planner. And I talked to Carl Dambach and I told  
16 him that tonight would probably be a long meeting.

17 MR. VOELKER: Right.

18 CHAIRPERSON MUELLER: Carl Dambach has a  
19 proposal that would go to the County Board for a text  
20 amendment for the Conservation District. As it reads now  
21 in our zoning code, restrictions on the Conservation  
22 District are about zero. It says something about that.  
23 Oh, if I can find it real fast I'll read it to you.

24 Conservation District. The Conservation

1 District of Monroe County encompasses various areas of  
2 rough topography, soil types , geological features and  
3 other characteristics which impose significant  
4 constraints on compact urban development. It is the  
5 intent and purpose of this district to require  
6 appropriate density for the preservation of natural  
7 amenities, reduction in cost of services and facilities,  
8 and to avoid damage to environmentally sensitive areas.

9 That is about as understandable as some of the  
10 other stuff that goes on. So Dambach has put together a  
11 far more concise language for this. Now, the normal  
12 procedure has been to let the comprehensive committee  
13 look at it first, then they make their recommendations to  
14 the Planning Commission here. We look at it, it goes, I  
15 think, to the Board of Appeals, or maybe not, I don't  
16 know, but anyhow the County Board makes a decision. I  
17 told Carl possibly the best idea would be to -- whatever  
18 night he presents this, to have a comprehensive meeting  
19 at 7:00 before Planning Commission. That way he can  
20 present all the information to the Comprehensive  
21 Committee and we'll have all the information. And then  
22 at 7:30 when the Planning Commission starts, it will be  
23 much as Dan giving his report in the Planning Committee.  
24 We've heard all the evidence. Tim make a motion one way

1 or the other, and we'll proceed to discuss it as the  
2 Planning Commission. Because, quite frankly, if we try  
3 to have a stand-alone Comprehensive Committee, we will  
4 never have it. So I'm hoping that doing it this way  
5 we'll have a quorum.

6 So anyhow, the June meeting is out for Carl  
7 because he's got eye surgery that day. So that ain't  
8 going to happen in June. Okay.

9 MR. METZGER: So I handed this out at the  
10 last meeting and I sent it in an email so everybody  
11 should have looked at it. I got some comments about  
12 the -- why the frontage roads don't go south of Waterloo.  
13 They never were, but I added them. S-11, I think. Yeah.  
14 I really can't see down there. And then Walter, he sent  
15 that email about the four-lane from Route 3 to the  
16 fairgrounds. And really that's a Waterloo issue. So I  
17 took that off. Other than that, everything is as  
18 presented before. So what I'm looking for is approval  
19 from the Planning Commission, and then I'll take it to  
20 the County Board and hopefully get it in the  
21 comprehensive plan. Any questions.

22 MR. DAVIS: Can I ask you, just since  
23 Walter brought up that thing about a hiking or bike  
24 trail, if we were going to do things on 3 going south in

1 the future, would that be something we should consider  
2 requiring? I mean, if they decide they are going to do  
3 the four lanes, to include a bike path, or would the  
4 State not go with that?

5 MR. METZGER: Um, if I'm not mistaken, the  
6 bike trail around Waterloo was paid for by Waterloo, and  
7 the State included it in the contract, but I think they  
8 said, I don't know, they don't put them in. So Waterloo  
9 paid to put them in, I thought. So they would probably  
10 come to us and want us to pay for it.

11 MR. DAVIS: And what about that group that  
12 does both sides, Trailnet or Greenway or something? They  
13 haven't done anything in Monroe County. But it's down  
14 the road. Just wondering how that would work. Got a lot  
15 of time before we do the four-lane.

16 MR. BERG: Hopefully never.

17 CHAIRPERSON MUELLER: Well, I think Ron has  
18 said that we have sufficient right-of-way on the south  
19 side of Waterloo all the way through the line to put the  
20 four-lane in without having to require additional  
21 right-of-way; is that correct?

22 MR. METZGER: On Route 3? I don't know.

23 CHAIRPERSON MUELLER: It was discussed.

24 MR. METZGER: Yeah, if you say -- yeah, you

1 said we, but I know they had some land out there, but I  
2 don't know what the right-of-way is all the way to Red  
3 Bud.

4 MR. DAVIS: And you're doing the Carr Creek  
5 bridge this year?

6 MR. METZGER: May 12th we're starting.

7 MR. DAVIS: And you're going to detour?

8 MR. METZGER: No detour. We're keeping one  
9 lane open.

10 MR. STUMPF: Well, that road keeps caving  
11 in.

12 MR. METZGER: I don't know what you're  
13 talking about.

14 MR. DAVIS: The Republic Times said county  
15 personnel and the city personnel were looking at that.

16 MR. METZGER: I don't think the County  
17 personnel.

18 MR. WEBB: There was a Fox 2 news segment  
19 that certainly mentioned the County.

20 MR. METZGER: Well, it was the County  
21 representative. He was there. He was the  
22 representative.

23 MR. WEBB: He sure was.

24 MR. METZGER: I wasn't there.

1 MR. DAVIS: I thought they were going to  
2 put a Subway up in there.

3 COMMISSIONER GREEN: Going back to your  
4 question that you had about the four-lane, I attended a  
5 southwest corridor meeting this week, run by the mayor  
6 from Chester, Steve -- no, not Steve. Anyway, I sat in  
7 that for an hour listening to them, and they had two  
8 consultants in there that they are now dealing with, and  
9 they are in the beginnings of a PEI study that will be  
10 completed in two years, and then they'll move to phase 2.  
11 Phase 1 on Phase 2, and so I thought I asked -- I said  
12 listen, this has been studied for multiple, multiple  
13 years, 10, 20, 30 years the study is going on. Where are  
14 all those? Well, we are incorporating. So they have  
15 another set of consultants looking at this again. And I  
16 said so what's the soonest concrete would hit the ground  
17 if you get these studies done, if you get funding for the  
18 construction approved? At least four years. At least.  
19 That's not saying it will be four years. That's the  
20 lease. So now they got another set of consultants  
21 spending another \$9 million to study this.

22 MR. DAVIS: Chester wants to make it a  
23 four-lane up to Red Bud?

24 COMMISSIONER GREEN: Going from Waterloo

1 all the way down to Murphysboro through Pinckneyville?

2 MR. DAVIS: I thought we were switching  
3 over at Route 4 and going east. He wants to come all the  
4 way down through Chester?

5 COMMISSIONER GREEN: I didn't say through  
6 Chester. So Murphysboro has a study that's fairly done  
7 that they can incorporate. They can do construction down  
8 there sooner possibly if they can get funding. No  
9 guarantee they'll get funding.

10 MR. KNOLL: I've got a question. Along the  
11 commercial corridor and commercial belt area of the  
12 County, we have to pay for the sidewalk improvements, so  
13 there's a place in the fund the County holds, or the City  
14 in this case, or if you can pay for it, the sidewalk to  
15 nowhere, there's one in Columbia, we incorporate as well.

16 MR. METZGER: Ask the developer -- four.

17 MR. KNOLL: Single commercial building  
18 industrial corridor.

19 MR. METZGER: Not a case of sidewalks or  
20 bike trail. There's nothing up there at Hanover Road,  
21 and Stumpy's came in -- we didn't require a permit.

22 MR. KNOLL: It's something I got to see a  
23 benefit to the city in this case, because usually they  
24 escrow an amount lower than what the actual construction

1 cost is, so that would encourage you to do -- (inaudible)  
2 holding the money used later.

3 CHAIRPERSON MUELLER: We got a few things  
4 here I noticed on the sheet. Under road district, D Road  
5 Hill improvements. Is the road district thinking about  
6 actually doing something or waiting on the City of  
7 Columbia?

8 MR. METZGER: Again, this is just a study  
9 map. A lot of these require -- possibly require  
10 right-of-way. Funding is not in place, whatever it is.  
11 Comprehensive plan.

12 CHAIRPERSON MUELLER: Okay. But the D Road  
13 Hill improvement is still off in the future?

14 MR. METZGER: Yeah. Not the low-hanging  
15 fruit up there. We're hoping Columbia will just do it.

16 CHAIRPERSON MUELLER: The deal with how  
17 that -- south of Hecker, that Wiegand Road, is that on  
18 the State's list to actually do something there?

19 MR. METZGER: Yes. So I included that, but  
20 the State has bought the box culvert. It's sitting at  
21 their Hecker yard. I have a contractor to do the  
22 junction box, goes under 159, and I have a contractor to  
23 set the box. And maybe a week or two we're going to  
24 start. So that's -- you're familiar -- we got 159. It's

1 a lot of state highways -- of course, in the old days  
2 they put culverts. I mean, roads were narrower. And  
3 when they grew, the culverts didn't get expanded, and  
4 then you have roads right by box culverts or culverts and  
5 radiuses are tiny, and it's just a mess. So this is one.  
6 And they got guardrail and tractor-trailers. Anyway,  
7 it's been 20 years, if not more, there's been discussions  
8 on it. I think every state representative has been  
9 involved. Costello, Rice, Friess. But finally the State  
10 was willing to work with us. Anything else?

11 CHAIRPERSON MUELLER: That's it. For me to  
12 sign it, we need a motion to authorize it.

13 (Multiple people speaking simultaneously.)

14 MR. KNOLL: Second it.

15 CHAIRPERSON MUELLER: Everybody in favor  
16 say aye.

17 (Members vote aye.)

18 CHAIRPERSON MUELLER: Anything else?

19 MR. AGNE: Motion to adjourn.

20 MR. BERG: Second that. All in favor, aye.

21 (Members vote in favor.)

22 CHAIRPERSON MUELLER: Meeting is adjourned.

23 MEETING ADJOURNED at 9:11 P.M.

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C E R T I F I C A T E

I, Debra M. Musielak, Registered Diplomate Reporter, Certified Shorthand Reporter within and for the States of Missouri and Illinois, DO HEREBY CERTIFY that I was present on the date and at the place aforementioned and that the aforesaid proceedings were had as appears herein, and that this is a true and accurate record of said proceedings.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 12th day of May, 2025.



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Debra M. Musielak  
MO CCR #681  
IL CSR #084-001684